



Mariposa County

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

DISTRICT V
DISTRICT I
DISTRICT II
DISTRICT III
DISTRICT IV

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES NOVEMBER 12, 2024

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

Chair Menetrey called the meeting to order.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey read the consent agenda note and noted that CA. 16 had been withdrawn. No public comment was received.

Supervisor Smallcombe commented on CA. 4 and CA. 5. She asked Dr. Kristina Keheley/Director of HHSA, to comment, who noted they will be applying for funding sources. She further noted these funds are intended to get the North County office where it needs to be to open to the public. Supervisor Smallcombe further commented on CA. 12. She asked Will Fassett/Planning Department to comment on who noted the grant was submitted to FEMA in 2019. He noted that prices have increased since the application was submitted, and the proposed grant budget is no longer sufficient. He noted the County match was supposed to be \$250,000, but it is difficult to budget for something the County was unsure it would be awarded. Steve Ward/Cal

Fire/County Fire noted in regard to the location where the grant activity was supposed to take place, he noted they are actively doing fuel reduction on the Lazy Oaks property. He noted this year, they have been out there for 60 days, 1400 hours of chainsaw work, and 5500 hours of staff work. Supervisor Smallcombe noted she wanted people to know that we may be walking away from the money, but the project has been actively worked on for the last couple of years.

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. Auditor

Adopt a Resolution Establishing Health Insurance Contributions for Current Retirees to be Effective January 1, 2025

CA3. Board of Supervisors

Ratify Letter of Support for "Need to Adopt Wildfire Task Force's Wood Utilization Strategy"

CA4. Health and Human Services Agency

Adopt a Resolution to Authorize the Application to and Participation in the Behavioral Health Continuum Infrastructure Program ("BHCIP")

CA5. Health and Human Services Agency

Adopt a Resolution Authorizing the Mariposa County Health and Human Services Agency to Apply for County Medical Services Program (CMSP) Healthcare Infrastructure Development Matching Grant

CA6. Health and Human Services Agency

Approve an Agreement with SJBH, LLC DbA: San Jose Behavioral Health in the Amount of \$200,000 for Inpatient Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. Health and Human Services Agency

Approve First Amendment to the Three-Year Memorandum of Understanding (MOU), with Valley Regional Counties of Human Services Mutual Aid Plan to Support Human Services Agencies, for Their Ability to Maintain Services in Times of Disaster or Other Emergencies to Extend the Term for One Year; and Authorize the Board of Supervisors Chair to Sign the MOU

CA8. Health and Human Services Agency

Approve a Memorandum of Understanding (MOU), with Kaiser Foundation Health Plan, Inc, for the Coordination of Whole Child Model Services; and Authorize the Board of Supervisors Chair to Sign the

MOU

CA9. Health and Human Services Agency

Approve a Memorandum of Understanding (MOU), with Central California Alliance for Health, for the Coordination of Whole Child Model Services; and Authorize the Board of Supervisors Chair to Sign the MOU

CA10. Planning

Approve the Submission of the AmeriCorps National Civilian Community Corps (NCCC) Application; and Authorize the Board of Supervisors Chair to Sign the Agreement and Documents that May Be Necessary to Complete the Project, If Selected (Subject to Approval as to Legal Form by County Counsel)

CA11. Planning

Appoint David Budries as an At Large Member and Mike Ahamdi as a Member Representing the Business Community to the Mariposa Town Advisory Task Force with Terms Expiring One Year from the Date of the First Scheduled Meeting of the Task Force

CA12. Planning

Authorize the Board of Supervisors Chair to Sign a Letter Disencumbering Funds for FEMA Grant FM5293-PJ0063 Midpines Strategic Fuel Reduction Project

CA13. Public Works

Authorize the Public Works Director to Award an Agreement to the Lowest Responsible Bidder for the Yosemite West Leach Field Expansion and Repair Project in an Amount Not to Exceed \$437,000; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

CA14. Public Works

Authorize Public Works to Waive the Encroachment Permit Fee of \$206 for the December 7, 2024, Coulterville Community Club Christmas in Coulterville Parade

CA15. Public Works

Authorize the Public Works Director to Waive the Encroachment Fee of \$206 for the Annual Merry Mountain Christmas Parade and Christmas Tree Lighting on December 14, 2024

CA17. Sheriff's Office

Adopt a Resolution Allowing the Sheriff to Apply for and Enter into an Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways to Participate in the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2025-2026; Authorize the Sheriff to Sign the Application; Authorize the Sheriff to Sign the Department's Form for Each Reimbursement Claim; and Authorize the Sheriff to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

E. Items removed from Consent Agenda

CA16. Sheriff's Office

Approve an Agreement with AECOM in the Amount of \$49,950 for the Mariposa County Local Hazard Mitigation Plan Update 2025; and Authorize the Board of Supervisors Chair to Sign the Agreement

RESULT: WITHDRAWN

F. Departmental Presentation

Shannon Hansen/Public Works Director on the downtown project, noted there would be a lot of movement in the upcoming week. She further noted in the later first part of December the lighting, handrails, and stripping would be going in. She noted there are a lot of moving parts and noted it may be an inconvenience, but in the end, it would be beautiful.

Christopher Albanese/California Highway Patrol (CHP) Commander Oakhurst came and gave an update. He noted the department had not yet backfilled the commander position for Mariposa. He noted he would be overseeing it until the position is filled. He noted he had been the commander for the Oakhurst officer for the last two years. He gave each Board member his business card and stated should anything come up to give him a call. In response to Supervisor Poe, Commander Albanese noted he had heard the rumors that the Mariposa CHP office would be closed but further noted no official announcement has been made, so at this point, it is a rumor.

Steve Ward/Cal Fire/County Fire Division Chief acknowledged Unit Chief Van Loben Sels had opened burning. He noted it was in anticipation of the incoming weather. He noted Cal Fire was moving through the transitional phase. He announced that the annual burning of the Groupe Ranch had taken place and was successful. He said we are still not out of the woods but to be diligent. He noted the helicopter stationed at the Airport would be around till after Thanksgiving, and then it would leave.

Steve Engfer/Planning Director noted there would be a workshop in Lushmeadows that evening and there would be a similar workshop the upcoming Friday. Will Fassett jumped in noted there would be two meetings on the upcoming Thursday for the resiliency hub design concept.

Jacob Hawley/Visitors Center updated the Board on numbers. He noted that they are down 1500 visitors coming through the visitors center this year. He noted that they are up 10% in helping people secure lodging. He noted that they are averaging about 73 people a day, which is a nice jump. He noted that they are changing their times and will be open 8 to 5 for the winter season.

G. Public Comment on Non-Agenda Items

Kathy Avila/Resident, noted she runs a feline nonprofit that was started in 2007 with the Catnip Society. She noted they run off of a small budget with volunteers. She stated that over the past 17 years, they had spayed and neutered thousands of cats and provided food assistance to seniors with cats and feral colonies in town. She noted that since 2012, they have held a once-a-month neutering at Animal Control, and Dr. Jeanette Mero has donated her services. She noted in 2005-2006, she volunteered at the SPCA. She noted it became apparent there were issues, and when addressed, they were met with resistance. She noted that, 18 years later, the same problems are being brought to light again. She noted she hoped the Board of Supervisors

would do the right thing.

Derrick Neilson/Not a local/Traveler/YouTuber noted we have the privileges today because of young men and women who have sacrificed their lives. He noted he appreciates those who have upheld those freedoms. He noted he is starting a foundation; he stopped in Mariposa and likes the community. He noted there seemed to be a lot of comradery. He wanted to create a foundation for miners and veteran miners. He noted some are homeless. He noted he likes to be alone but cannot be alone in this endeavor. He noted he wanted to give veterans a start to finding gold, looking for gold, and having the equipment to do so. He noted some do not need a lot of help, but when they retire, they will have something to do. He wanted to help veterans and bring this to Mariposa.

Daniel Wilson/Resident noted that when 1800 acres were acquired next to his property three years ago, they were given the owner's word that nothing would take place there. He noted that for the last two years, he has been documenting the activity along the fence line, which is 50 yards from their home. He noted the owners turned a cow path into a two-lane road 75 yards from their home. He noted its in operation from 5 AM to Midnight. He noted he had witnessed bluffs being taken down, all from his living room window. He noted there are extra vehicles and equipment, mountains of manure built, and protection dogs that have chased and barked at him. He noted that 16 weeks ago, he met with code compliance and planning. He noted they told him they were listening to and hearing him, but he has heard nothing, and everything continues. He noted directors need to direct and the Board of Supervisors need to lead.

K. Board Recognitions

1. Board of Supervisors

Proclaim the Week of November 18th through the 22nd, 2024 as "Clerk of the Board of Supervisors Week"

Chair Menetrey introduced this item, noting he asked for this item to be placed on the agenda and wanted it moved up as he knew Ms. Bondshu buried it on the agenda.

Public comment was received by Chief Ward noted this is awesome. He noted he has known Danielle Bondshu/Clerk of the Board for a long time, noting he has seen her progress through the County chain. He stated department heads rely on Ms. Bondshu further noting she has held his hand through all the processes, joking he was untrainable. He noted he respects all the jobs she and her staff do. He exclaimed how proud he was of Ms. Bondshu and all she had done.

Shannon Hansen thanked Ms. Bondshu, noting that they get a lot thrown at them and that they keep all in line. She further noted that Ms. Bondshu is "our little historian" and how much she appreciates her.

Jeanetta Phillips thanked Ms. Bondshu and her staff, noting Ms. Bondshu has been instrumental in keeping the committee and records in place.

Steve Engfer thanked Ms. Bondshu and her staff noting in the Planning Department there are a lot of Committees. He noted she and her staff work tirelessly and looks forward to continuing to work with them.

Kristina Keheley thanked Ms. Bondshu, noting as Department Heads, there isn't onboarding for new ones. She noted Ms. Bondshu helped fill that void for her and was instrumental in her transition. She further noted Ms. Bondshu was a new mom when she took on her position and understood what she was taking on as a new

mom as well as new department head.

Joe Lynch noted that Ms. Bondshu and her team are indispensable and, jokingly, noted that Chief Ward is untrainable. He noted that when staff is trying to get things done, there are a lot of steps. He noted that he goes to Ms. Bondshu daily, and she will go through historical data, further noting her knowledge. He noted that she and her team were the keepers of the keys, and this acknowledgment was well deserved.

Danielle Bondshu thanked the commenters but noted she needed to boast about her team. She noted that while Deanna Stickles/Deputy Clerk of the Board II and Malena Palmer/Deputy Clerk of the Board I have only been with her for a few months, they have been incredible.

Supervisor Forsythe noted it is his pleasure to comment on this item, stating he comes from a unique vantage point. He noted he was able to watch two of the three ladies grow up. He then told a story of Ms. Bondshu calling him while she was in high school, one of her heifers was calving, and the calf was stuck. He came and helped her pull the calf. He noted he was an Ag teacher and remembers a story of Ms. Stickles's tough driveway and getting a blowout trying to get to her home to check on projects. He noted it has been unique to watch them grow up to be leaders and thanked them both.

Supervisor Toso noted how impressed she has been with Ms. Bondshu. Noting she retains information and is like an encyclopedia exclaiming she never ceases to amaze her. She noted she loves how Ms. Bondshu and her team work together and how happy and all smiles they always are.

Supervisor Smallcombe noted she wanted to focus on the extent to which she relies on Ms. Bondshu and her team, especially when dealing with the public. She noted Ms. Bondshu explains options and requirements clearly and provides clarity on questions. She further noted Ms. Bondshu's ability to do research, pointing out a specific time she found some needed information from 1854. Supervisor Smallcombe further noted Ms. Bondshu does a lot to be responsive to the Board, Department Heads and the public, stating she knows people appreciate her and her servitude.

Supervisor Poe noted that when a person is first elected, they have all these thoughts on how it will be. He noted that as people begin to sort through, they realize they don't know anything and must decide who they go to. He then backed up and jokingly noted that Chief Ward and himself were untrainable. He also noted an incoming Supervisor was sitting in the gallery and hoped she took to heart what they all were saying. He noted that Ms. Bondshu was not just an encyclopedia but a supercomputer, noting that she could get it for you. He thanked Ms. Bondshu and her great staff.

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

Chair Menetrey then read and presented the proclamation to Ms. Bondshu and her team.

Recess Board of Supervisors

10:02 AM Chair Menetrey recessed the Board of Supervisors meeting while the Clerk of the Board read the Government Code Announcement.

Announcement Pursuant to Government Code 54952.3

H. LOCAL TRANSPORTATION COMMISSION

10:02 AM Chair Forsythe called the Local Transportation Commission meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. Public Works

Rescind LTC 2024-015; Approve Agreement with Mark Thomas and Company, Inc. for an Amount Not to Exceed \$333,770 for Consulting Services; and Approve Budget Action Increasing Revenue and Appropriations in the Local Transportation Budget Receiving Unanticipated Revenue of \$2,571,256 for the Zero Emission Transit Yard Project (4/5ths Vote Required)

Jeannie Morvay-Clayton/Transportation Planning 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

10:07 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:07 AM Chair Menetrey reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. Clerk of the Board

Receive a Presentation from the Mariposa County Office of Education on the Williams Report (Mariposa County Unified School District (MCUSD))

Linda Mayfield/MCUSD Facilities Manager, gave a PowerPoint Presentation.

Public comment was received by Jeanne Anne-Pine, who asked if this was the only review every quarter. Board discussion ensued.

RESULT: PRESENTATION HELD

10:25 AM Chair Menetrey recessed the Board for a brief break and reconvened at 10:30 AM.

2. Administration

Approve First Amendment to the Agreement with SitelogIQ Increasing the Year One Annual Contract Costs by \$3,320 for Solar Management Services, Effective June 1, 2024; Authorize the Board of Supervisors Chair to Sign the Agreement; and Receive a Presentation on System Productivity

Jessica Ritter/SitelogIQ gave a PowerPoint presentation. No public comment. Board discussion ensued.

RESULT: PRESENTATION HELD

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Wayne Forsythe

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

3. Health and Human Services Agency

Receive a Presentation by Behavioral Health Deputy Director, Providing an Update on the CARE Act

Sheila Baker/Deputy Director of Behavioral Health, and Saxton Aborn/Supervisor of the Community Assistance Recovery and Empowerment (CARE) Act, gave a PowerPoint presentation.

Public comment received by Jeanne Anne-Pine noted schizophrenia is a small population and they would be waiting awhile. She then discussed that there is always a nudge from the judge and was curious about the program's future.

Steve Engfer thanked them for the presentation, noting recovery and rehabilitation are essential and any opportunity afforded. He said he supported the item and encouraged people to participate.

RESULT: PRESENTATION HELD

4. Planning

Discussion and Direction Regarding Historic Sites and Records Preservation Commission (HSRPC) Work Plan and Implementation

Steve Engfer and Polina Pivak/Planner gave the staff report.

Public comment was received by Jacob Hawley/HSRPC Chair noted CLG still needs to be voted.

Board discussion ensued.

DIRECTION: The board directs staff to implement the work plan.

RESULT: DIRECTION GIVEN

5. Planning

Discussion and Direction Regarding Historic Sites and Records Preservation Commission (HSRPC) Statement on the Value of Protecting and Preserving Mariposa County's Documentary Heritage and Recommendations

Polina Pivak gave the PowerPoint presentation.

Public comment was received by Jacob Hawley, who noted that there are a lot of records within the county that need to be preserved.

Jeanetta Phillips/HSRPC member noted that she agrees with this and that they need to be protected and centrally located.

Board discussion ensued.

DIRECTION: Staff to bring this item back for formal approval.

RESULT: DIRECTION GIVEN

6. **Planning**

CONTINUED PUBLIC HEARING from October 1st, 2024, to November 12th, 2024 at 9:00 AM or soon thereafter.

Authorize the County of Mariposa to Join the Statewide Community Infrastructure Program (SCIP); Authorize the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments and Special Taxes and to Form Assessment Districts and Community Facilities Districts within the Territory of the County of Mariposa; Embodying a Joint Community Facilities Agreement Setting Forth the Terms and Conditions of Community Facilities District Financings; Approving Form of Acquisition Agreement for Use When Applicable; and Authorizing Related Actions

Steve Engfer introduced the item.

Will Fassett and James Hammel/SCIP gave a PowerPoint presentation.

Public comment was received by Floyd Davis/Resident, who was curious about examples and more explanation on this item.

Rick Roesch/Resident/Phone caller, noted this would be a good tool for developers. For example, if there was a 30-home track, the roads and water lines would be financed through bonds, and the person would pay over time. He noted that it makes a lot of sense for public improvement to be funded over a period of 30 years.

Steve Engfer noted he received a public comment via email that he read out.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District II Supervisor Shannon Poe

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

7. **Administration**

Approve an Amendment to the Mariposa County Drug and Alcohol Testing Policy for Safety-Sensitive Positions now-titled Mariposa County Drug and Alcohol Testing Policy for Department of Transportation Regulated Positions; and Authorize the Human Resources Director to Revise the Regulated Classifications list per Requirements of Section V. Revision of Covered Classifications, Effective Immediately

Chris Ferbrache/Human Resources gave the staff report. No public comment was received.

12:12 AM Danielle Bondshu/Clerk of the Board stepped away, and Malena Palmer/Deputy Clerk of the Board and I sat in as Clerk.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

8. Board of Supervisors

Discussion and Direction Regarding Progress on the Mariposa County Code Compliance Effort And Relationship to Other Contemplated Code Amendments Such as the Development Code Update (Supervisors Smallcombe and Poe)

12:16 PM Ms. Bondshu came back in as Clerk.

Supervisor Smallcombe gave a staff report. Supervisor Poe noted he gets the most comments on code compliance and roads, further noting the frustration and they would like to see more.

Joe Lynch noted Code Compliance was never moved from Building to Planning, only the person moved. He noted Corrina Miranda who was the lead in Code Compliance, when she was appointed as the interim building director she took the code compliance with her. He noted when he assumes the role of a strong CAO, code compliance will remain in Planning. He noted Ms. Miranda is not code compliance; she has the technical expertise, but it is in the Planning Department, and that is where it will remain. In response to Supervisor Poe, Mr. Lynch noted that many can't see past Ms. Miranda as she has been the one there. He noted Code Compliance has not left Planning, but it seemed to have followed a person, and it should not have.

Steve Engfer noted he was happy to have the opportunity to update the Board. He noted Bart is an employee of Planning. He noted his oversight is from me. He noted to ensure the listening public where things are, in May they came to the board to align a plan. He further noted there are some CCAC members here who worked on this recommendation. He noted he would be willing to bring an item on December 10th.

Chair Menetrey noted he is good with the Planning Commission being involved. He also noted that the Code Compliance Advisory Committee (CCAC) should be allowed to finish what they started. He further noted that the Board charged this community group with coming up with a document the community would accept. He noted he would continue to advocate for their work and progress. He noted that only two of the original 11 members remain. He ended by noting that the CCAC's work is getting close to being completed.

Public comment was received by Gabe Edwards/CCAC Member noted he has been on the committee since day one. He can appreciate the frustration of the supervisors. He noted as a public member coming and attending these meetings was like playing Wack-a-mole on ice bergs bobbing in the ocean. He noted it goes back to policies and procedures that haven't been updated in decades. He noted the issues that arose with Planning Project 2019-218, which was problematic. He noted the issue was what was proposed violated constitutional rights. He noted County Code 17.144 should have been revised. He noted the process is confusing and difficult and noted its hard to come up with an omnibus. He further wanted the Board to understand there have been well over 150 items the CCAC has discussed.

Ken Melton/CCAC member noted he has been to every meeting since its inception. He noted a good history has been laid out and they have run into legal problems with the current operation. He noted that the Board gave the CCAC direction, and they have spent a lot of time on steps 1 through 4 and got sidelined. He noted it

got put on their agenda again and should be done by the next meeting. He noted that if he gave them a chance, they would be right there and focused on the Board’s direction.

Supervisor Poe noted his focus is not on the CCAC, his focus is on timelines and when they can expect a completed project.

Steve Engfer, in response to Supervisor Poe, noted that timelines are important to him, and when it goes to the Planning Commission in December, it can help steer the activity. Supervisor Poe noted the lack of communication or updates, noting they have several meetings a month, and the Board hears frustration from their constituents, and they, too, are frustrated. They need more updates more often.

Joe Lynch noted there are many moving parts, including the Guidehouse recommendations. He further noted that he and Human Resources are working to create the position of Development Services Director. He noted the call-out he heard today is the need for either bi-monthly or quarterly reports.

Further Board discussion ensued.

DIRECTION: Staff is to take the item presented in May to the Planning Commission with modifications from Code Compliance Advisory Committee (CCAC). The Planning Commission is to integrate it into the Enforcement provision of the development code and then bring it back to the Board of Supervisors for possible adoption. Staff is to bring back an update to the Board in January of 2025.

RESULT: DIRECTION GIVEN

J. Board Information

Information received.

L. Closed Session

Chair Menetrey read the closed session note. No public comment was received.

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

1. Administration

CLOSED SESSION: Conference with Labor Negotiator: Shelline Bennett: Employee Organization Deputy Sheriff's Association (DSA) and Sheriff's Management Association (SMA)

RESULT: CLOSED SESSION HELD

Report Out

1:43 PM Chair Menetrey reconvened the Board meeting and reported that information was received and direction was given during the closed session.

M. Adjournment

1:43 PM Chair Menetrey adjourned the meeting in memory of Glenda Cropper and Thomas Clinton Ham.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



MARIPOSA COUNTY

Board of Supervisors



Local Transportation Commission LTC 24-016

MEETING: November 12, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Rescind LTC 2024-015; Approve Agreement with Mark Thomas and Company, Inc. for an Amount Not to Exceed \$333,770 for Consulting Services; and Approve Budget Action Increasing Revenue and Appropriations in the Local Transportation Budget Receiving Unanticipated Revenue of \$2,571,256 for the Zero Emission Transit Yard Project (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Rescind LTC 2024-015; Approve Agreement with Mark Thomas and Company, Inc. for an Amount Not to Exceed \$333,770 for Consulting Services; and Approve Budget Action Increasing Revenue and Appropriations in the Local Transportation Budget Receiving Unanticipated Revenue of \$2,571,256 for the Zero Emission Transit Yard Project (4/5ths Vote Required)

Staff were notified on August 22, 2024, by the California State Transportation Agency (CalSTA) that our allocation request for SB 125 TIRCP and ZETCP Funds were approved for the Mariposa County Zero Emission Transit Yard Project. The project will construct the first zero emission infrastructure by Transit in Mariposa County; and includes a secure yard that will contain a new charging system, solar canopy with batteries for power storage to support fleet electrification and include the purchase of two zero emission vans for expansion to the local Transit offerings. The allocation is scheduled to fund the project over the next four years.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 5, 2023, the Mariposa County Local Transportation Commission (MCLTC) approved submitting our Allocation application request to fund the Mariposa County Zero Emission Transit Yard Project. LTC #2023-026

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement or Budget Action recognizing unanticipated revenue would put the project at risk of completion.

FINANCIAL IMPACT

No General Funds are used for this project. The project is 100% funded by SB 125 TIRCP and ZETCP Funds.

ATTACHMENTS

1. Agreement_EV Transit_MarkThomas
2. Budget Action - 5508
3. SB125 Approval - MCLTC

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

**AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR ZERO EMISSION
TRANSIT YARD PROJECT**

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 Mark Thomas and Company, 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 the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2028 whichever is earlier.

2. SERVICES

Contractor shall perform design, environmental permitting, right-of-way acquisition and other 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 \$333,770.00 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$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) Except for Professional Liability, 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

With all matters related to Design Professional Services as defined by California Civil Code 2782.8, to the fullest extent permitted by law, Contractor shall release, hold harmless, and indemnify, but not defend, County, its officers, and employees against any and all applicable claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, 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 negligence or willful misconduct of County. Contractor has no obligation to provide an immediate defense or to pay for any of the indemnities defense related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's final determined percentage of liability based upon the comparative fault of Contractor.

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:

Mark Thomas and Company, Inc.
7571 N. Remington Road, Ste 102
Fresno, CA 93711

COUNTY:

County Engineer
County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual 14 day 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 14 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.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

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

18. DISPUTES

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

In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and Contractor fees and costs.

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 represents that all work shall be performed in accordance with generally accepted professional practices and standards consistent with but limited to that degree of skill and care ordinarily used by other members of Contractor's profession practicing in the same or similar locality and under similar circumstances 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. Contractor makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with contractor's services except that the services will be performed consistent with the standard of care stipulated herein.

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.

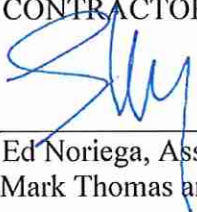
If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or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



Ed Noriega, Associate Principal
Mark Thomas and Company, Inc.

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

SCOPE OF WORK

PART 1. DESIGN AND DEVELOPMENT TASKS

TASK 1. PROJECT MANAGEMENT/COORDINATION

Task 1.1. Project Development Team Meetings

Mark Thomas, with input from the County, will establish Project Development Team (PDT) meetings for this project. The purpose of the PDT meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. Mark Thomas anticipates the following meetings: one project kick-off and four County PDT meetings. This work includes the preparation of the meeting agenda in consultation with County's Project Manager and preparing meeting minutes with action items.

Task 1.2. Client/Agency Coordination

This task will include ongoing general project coordination with the County and other applicable agencies. This task will include preparing memos, letters, e-mail, and phone calls necessary to manage the project.

Task 1.3. Monthly Progress Reports

Mark Thomas will prepare monthly status spreadsheets with each of the invoices submitted for payment. The spreadsheet will show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to-date for each task. Accompanying the spreadsheet will be a brief written summary. This scope assumes a total of 12 monthly progress reports.

Task 1.4. Quality Assurance/Quality Control

Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks (who, what, when), design checklists, and methods of project documentation.

TASK DELIVERABLES

- Agenda and Minutes for each PDT meeting (5 total)
- Monthly Project Summary (12 Total)

TASK 2. SURVEYS/MAPPING

Task 2.1. Data Gathering/Review

Northstar Engineering Group, Inc. (NSE) will research existing horizontal and vertical control monuments in the vicinity of the project to be used for the basis of the project. NSE will perform research of relevant land and survey records at

the county to locate all necessary survey and land ownership records including parcel maps, subdivision maps, records of survey, corner records, and county surveys required to complete the field survey, and for analysis, determination, and delineation of the existing land net. Research will be limited to public information.

Mark Thomas will send Right-of-Entry letter to the property owner to perform preliminary engineering activities (survey, boring, etc).

Task 2.2. Design Surveys

NorthStar Engineering Group, Inc. (NSE) will perform Topographic and Right-of-Way Surveys to provide design control and Right-of-Way Mapping for the project. We will set horizontal and vertical control points for project mapping in accordance with County horizontal and vertical control requirements.

All surveying and mapping shall be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code; the provisions of the California Coordinate System, Sections 8801 to 8819 of the Public Resources Code; and any other applicable code in the State of California.

The horizontal datum will be based on the current record mapping and will be based on the nearest control. The vertical datum shall be based on the nearest existing Benchmark with a reference elevation based on the North American Vertical Datum of 1988 (NAVD88). Closed network bench loops will be run through the site control monuments.

NSE will perform field surveys to search and locate existing survey monuments and physical evidence required to establish existing rights-of-way and property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas. We will perform calculations for the right-of-way based on the found monumentation and lines of occupation located with the field survey.

NSE will perform detailed field surveys of the existing parcel, physical improvements, visible utilities, and drainage features as necessary for the project designs. Conventional surveys will be performed to supplement and to survey tie-in points to ensure an accurate design and smooth transitions for the surface improvements and conforms. All work and files will be based on project coordinate control in accordance with County requirements for the preparation of documents and maps.

The Topographic Survey mapping will include the following features needed to complete the design depicting existing visible improvements and utilities. The mapping will be prepared and delivered in an AutoCAD 2020 digital format. The design surveys include:

- Existing pavement and utilities located within the project limits
- Existing pavement
- Existing ground elevations
- Drainage features, as necessary, within the project limits
- Physical improvements located within the project limits
- Visible utilities located within the project limits
- Wet utility inverts where accessible
- Existing roads
- Lines of occupation including fences, structures, and apparent encroachments
- Trees (6" or larger)/Limits of tree clusters
- Utility paint marks painted by USA

- Structures.

The survey data will be processed and rendered into a Digital Terrain Model (DTM) and CAD base map. The CAD map will exhibit 1-foot contours, spot elevations, all pertinent surface features, tree measurements, and utilities.

Task 2.3. Boundary Retracement Surveys

NSE will perform an ownership boundary retracement survey. NSE will search, recover, describe, and tie-in existing controlling land survey monuments, followed by observation adjustment and calculating coordinates for the boundary lines.

Task 2.4. Prepare Landnet/ Survey Control

NSE will prepare a land net map to depict the condition of existing property ownership boundaries, lines, and monuments. Effort entails completion of work activities required to analyze, determine, and delineate a single land net that encompasses the whole project. The land net map will be developed in a CADD drawing file and delineate existing property ownerships and monuments. This task does not include calculations or delineation of new parcels or ownership lines and does not include acquisition and review of preliminary title reports. Parcel lines will be shown as delineated on the County's assessor parcel maps or as shown on record subdivision maps, parcel maps, corner records, and record of survey maps.

TASK DELIVERABLES

- Digital Terrain Model and Land Net Drawing (AutoCad 2020) submitted through file transfer site

TASK 3. FIELD INVESTIGATIONS/GEOTECHNICAL RESEARCH FIELD PREPARATION AND USA

Crawford will meet with the design team to review the preliminary plans and discuss the project design needs, goals, and schedule. Crawford will visit the site to mark their exploration locations for USA North 811.

Task 3.1. Subsurface Exploration

Due to the probable shallow rock depths, test pits will economically allow for the Engineer/Geologist to log and record the general rock profile throughout the site. To assess the subsurface soil and rock conditions along the site, 4 to 7 test pits will be performed by an excavator or backhoe along the alignment. The test pits will extend to a depth ranging from 3 to 8 feet or where digging refusal is encountered. Bulk and rock samples will be taken to preform laboratory tests on. Test pit excavations will be loosely backfilled and tamped with the backhoe bucket.

Crawford will also complete 1 to 2 seismic lines to determine the rock depth and excavatability at the site.

Task 3.2. Laboratory Testing

We propose the following laboratory tests on select, representative soil samples obtained from the test pits (as necessary):

- Moisture content;
- R-value;
- Grain size analysis;

- Plasticity index;
- Point load; and
- Corrosion (pH, sulfates, resistivity, chloride content, and redox potential).

Task 3.3. Geotechnical Analysis and Report

Crawford will perform engineering analyses to support the geotechnical conclusions and recommendations and prepare a Geotechnical Report for the proposed transit yard including the following:

- Scope of work.
- Project description.
- Subsurface soil and groundwater conditions.
- Laboratory testing.
- Corrosion results.
- Seismicity discussion.
- CBC seismic design parameters.
- Allowable bearing capacities, passive soil pressures, and settlement estimates for the charging station footings.
- Axial capacity, uplift capacity, and lateral resistance of solar canopy foundations.
- Pavement recommendations.
- Geotechnical recommendations for grading including excavatability, stability, and fill placement and compaction.
- Limitations.
- Vicinity Map, Exploration Map, Geologic Map, and Fault Map.
- Test pit logs with laboratory test results.

Task 3.4. Consultation and Design Team Support

Crawford will provide consultations regarding geotechnical topics to the design team, as needed. We will also provide one review of the project plans and specifications.

TASK DELIVERABLES

- Draft Geotechnical Design Report
- Final Geotechnical Design Report

TASK 4. UTILITY COORDINATION

Task 4.1. Utility Coordination

Mark Thomas will prepare and mail (on County letterhead) "A" and "B" Utility letters. Using USA North, a list of potential utility companies in the project vicinity will be prepared. Mark Thomas will map the existing utilities based on as-built plans, utility maps, field observation, and topographic surveys of above-ground utilities. It is anticipated that there will be no utility relocations associated with the project. If conflicting utilities are identified, Mark Thomas will inform the County and request additional services to coordinate the design and relocation of affected utilities. M. Neils will coordinate a new service with PG&E.

TASK DELIVERABLES

- Utility A and B Letters for County Signature

TASK 5. ENVIRONMENTAL PERMITTING

Task 5.1. Project Initiation and Kick-off Meeting

FCS will review relevant background material, develop an initial data needs list, and coordinate with the County to schedule a kick-off meeting (it is anticipated that the kick-off meeting will be completed via teleconference). The intent of the kick-off meeting is to clarify and confirm the details of the Scope and schedule; obtain copies of the project plans and other relevant information, including existing studies; and identify key points of contact. FCS will review relevant background documents to ensure project understanding. It is typically helpful to have all relevant team members attend this call (i.e., County, civil engineering design team, and general contractor, if applicable). FCS's Senior Air Quality Scientist will also attend this meeting to clarify data needs. FCS will also provide a Request for Information (RFI), which will detail additional information needed to complete the CEQA analyses.

This Scope assumes up to two, half hour coordination meetings. A not-to-exceed budget has been established to cover attendance at these meetings. If County staff requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify the County of the additional costs and obtain authorization for the extra meeting time.

TASK DELIVERABLES:

- Project Schedule (via email in Microsoft Word format) to the County.

Task 5.2. Preparation of Comprehensive Project Description

Using the information obtained during project initiation, FCS will prepare a comprehensive Project Description for the County's review and approval. Pursuant to CEQA Guidelines Section 15124, the Project Description will identify the project location, describe the project characteristics, identify necessary approvals and applicable regulatory requirements, and list other agencies that may use the document for environmental review. The Project Description will use text, graphics and tables to clearly convey relevant information to the reviewer and will include all of the information required to define the proposed project for the purposes of CEQA, including a clear explanation of the development components of the proposed project, a description of the construction and operational activities associated with the proposed project, and clearly illustrated project components displayed in exhibits based on Geographic Information System (GIS) data.

The draft Project Description will be submitted to the County for review and approval prior to the development of the Administrative Draft IS/MND. It is assumed that the County will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the draft Project Description and a complete RFI to FCS within two weeks of submittal. FCS will address the County staff's comments on the draft Project Description. The approved Project Description will form the basis for evaluating the proposed project in the CEQA document. Changes to the Project Description made after approval may require a Change Order and may extend the project schedule.

TASK DELIVERABLES:

- Electronic copy (via email in Microsoft Word format) of the Draft Project Description to the County.
- Electronic copy (via email in PDF format) of the Final Project Description to the County.

Task 5.3. Preparation of Technical Studies

Task 5.3.1. Air Quality, Greenhouse Gas Emission, and Energy Analysis

FCS will prepare an air quality, greenhouse gas (GHG) emissions, and energy analysis to evaluate project-related construction and operational activities. The analysis will be wholly contained in the appropriate section of the IS/MND with any relevant supporting technical data appended to the document.

Task 5.3.1.1. Air Quality Analysis

FCS will prepare an air quality analysis consistent with the requirements of the State CEQA Guidelines and the Mariposa County Air Pollution Control District (MCAPCD) to support the CEQA document. The proposed project would include construction and operational activities that would generate ozone precursor and criteria air pollutant emissions. FCS will use methodologies and guidance from MCAPCD to model and evaluate the project's air quality impacts.

Short-term construction emissions will be quantified using the latest version of the California Emissions Estimator Model (CalEEMod). The modeling will incorporate the type and size of the proposed uses, construction phasing schedule, and other construction data (duration of construction, area of land to be disturbed/graded, etc.).

Long-term (i.e., operational) regional criteria air pollutant and precursor estimates will include emissions from the proposed project's area, stationary, and mobile sources. Mobile-source emissions will be based, in part, on the transportation analysis to be prepared for this project. Stationary sources, such as emergency generators, if part of the proposed project, will be quantified using appropriate emission factors and methodologies from MCAPCD, California Air Resources Board (ARB), and/or US Environmental Protection Agency (EPA).

Based on the current project understanding of the anticipated level of development, FCS assumes that a quantitative HRA **will not be warranted** to identify and quantify the potential health risks during project construction and operation. However, in the process of evaluating project air quality emissions, FCS will confirm whether potential emission levels would warrant an HRA. If a quantitative operational HRA is required, it would be accomplished as an additional service and a change order will be prepared.

Task 5.3.1.2. Greenhouse Gas Emissions Analysis

Potential GHG impacts will be evaluated using the thresholds of significance recommended by the MCAPCD. Pursuant to CEQA Guidelines Appendix G, FCS will evaluate the project's design and purpose in the context of consistency with applicable GHG reduction plans. Additional measures or design considerations will be proposed, as necessary, to reduce potential impacts.

Task 5.3.1.3. Energy Analysis

FCS will provide an analysis of energy impacts consistent with the CEQA Guidelines Appendix F Energy analysis requirements. The energy analysis will summarize relevant federal, State, and local regulations and policies that address energy consumption and demand, alternative fuels, and nonrenewable resources to determine whether the proposed project would conflict with or obstruct any required policies or mandatory measures related to energy conservation. Using the model inputs and assumptions associated with the air quality and GHG emissions analyses, FCS will provide energy consumption estimates associated with the construction and operation of the project. The energy analysis will consider project design features that may affect the energy efficiency of the proposed project.

Task 5.3.1.4. Data Needs and Assumptions

FCS will prepare and submit an RFI for the County to provide all necessary project information and construction operational parameters required to estimate emissions and analyze potential air quality, GHG, and energy impacts from the proposed project. This analysis will be completed within eight (8) weeks of receipt of the RFI response, necessary traffic data, and the approved Project Description. If changes are made to the Project Description that would require re-modeling for the above Scope of Work, it would be accomplished as an additional service not included in this Scope of Work.

Task 5.3.1.5. Biological Resources Assessment

FCS will prepare a biological resources evaluation to analyze potential project impacts. The analysis will be wholly contained in the Biological Resources Section of the IS/MND with any relevant supporting technical data appended to the document. This task does not include the preparation of a standalone Biological Resources Assessment. The evaluation will consist of the following tasks:

Task 5.3.1.6. Literature Review

Existing information, including maps, aerial photographs, documents, and correspondence relative to the project site, will be reviewed and analyzed, including the following:

- Existing biological resource documentation and studies within the immediate vicinity of the project site;
- The Federal Register listing package for each federally listed endangered or threatened species and/or their Critical Habitat potentially occurring on the site;
- Literature pertaining to habitat requirements of special-status species potentially occurring on the site;
- The California Department of Fish and Wildlife (CDFW) lists of special-status plants and animals;
- California Natural Diversity Database (CNDDDB), Information for Planning and Consultation (IPaC) and California Native Plant Society Electronic Inventory (CNPEI) information regarding special-status species potentially occurring on the project site, or in the vicinity and;
- United States Geological Survey (USGS) topographic maps and current aerial photos will be reviewed for indicators of presence of federally or state protected wetlands or other waters pursuant to Section 404 of the Clean Water Act, Porter-Cologne Water Quality Control Act, and Section 1602 of the California Fish and Game Code.

Task 5.3.1.7. General Biological Survey, Habitat Assessment, and Vegetation Mapping

Following the review of existing information, FCS will conduct a single reconnaissance-level survey to identify the presence/absence of any potential sensitive wildlife species or their habitat (e.g., nests, bat roosts) within the project area. FCS will identify the project site's general biological resources and document the existing habitats and other project features. The field survey will focus on determining suitable habitat for sensitive plant and wildlife species as well as any sign of wildlife movement through the project area.

Sensitive biological resources include any plants, animals, or habitats considered rare, endangered, threatened, sensitive, or otherwise unique by government agencies, such as the CDFW, USFWS, or recognized conservation organizations, such as the CNPS. The presence and extent of suitable habitat for special-status plants, animals, or sensitive habitats on the project site will be determined, mapped and considered regarding potential project-related impacts.

The field survey will also include a reconnaissance-level assessment of the presence or absence of waters of the United States or State on the project site, which may be potentially subject to the jurisdiction of the USACE, the RWQCB and/or the CDFW. This task includes a visual assessment of the existing conditions on-site, but does not include a formal jurisdictional delineation of wetlands and other waters of the United States or the State.

Following completion of the reconnaissance-level survey, FCS will prepare the Biological Resources section of the Draft IS/MND for the proposed project to identify potentially significant environmental impacts. The Draft IS/MND section will include identification of any potential impacts and corresponding project-level mitigation measures to reduce such impacts to less than significant levels.

Task 5.3.2. Cultural Resources Assessment

FCS will assess the potential for existing and undiscovered cultural resources at the project site, the results of which will be compiled into a standalone Phase I Cultural Resources Assessment (PI-CRA). This document will meet the Office of Historic Preservation (OHP) standards for Phase I evaluations and can be used to support determination in any additional CEQA reporting. The PI-CRA will detail the results of the field investigation, record searches, and any additional resources discovered as a result of the assessment, as well as any recommendations for further study and/or mitigation within the project area, as needed. Should any significant cultural resources requiring recordation or evaluation be discovered during the records search or pedestrian survey, they will be addressed in a separate scope-of-work as described below.

Task 5.3.2.1. Record Searches

FCS will conduct a records search at the Northwest Information Center affiliated with Sonoma State University and located in Rohnert Park, CA. The record search will include a search of previous studies and identified cultural resources within the project area and a half-mile radius. The National Register of Historic Places, the California Register of Historic Resources, the California Inventory of Historic Resources, the California Historical Landmarks, the California Points of Historical Interest listings, the Historic Property Data File, the California Built Environment Resource Directory, historic maps, and photographs will be consulted along with other pertinent historic data. FCS will also attempt to locate and contact local historical societies that may have additional information about the project area, or interest in the proposed project.

Task 5.3.2.2. Tribal Consultation and Optional AB 52 Assistance

A letter will be sent requesting the Native American Heritage Commission (NAHC) search their Sacred Lands File and Provide recommendations on any Native American concerns and potential Tribal Cultural Resources (TCRs). From the Native American representatives list provided by the NAHC, letters will be sent to each tribal representative requesting any additional information they may have about the proposed project area. Please note that this process is for information gathering purposes in order to support conclusions made within the PI-CRA and does not satisfy lead agency consultation requirements pursuant to Public Resources Code Sections 21080.3.1 and 21080.3.2 (also known as AB 52). Additional AB 52 consultation services beyond the current Scope of Work are available upon request.

Task 5.3.2.3. Cultural Resources Field Survey

A pedestrian field survey will be conducted for the project area by an FCS Project Archeologist utilizing standard 15 meter transect intervals and will include all portions of the project area, where possible.

All previously unrecorded historic buildings/structures or archeological sites will need to be initially evaluated for historic significance and recorded on appropriate Department of Parks and Recreation (DPR) forms. The property may have already been evaluated for historic resources through a previous survey or analysis, however FCS cannot determine, prior to completion of the records search or field survey, the need for recordation or the number of additional sites to be recorded. It is currently assumed that no historic buildings/structures or archeological sites will require evaluation and subsequent recordation on DPR forms. Recordation costs are highly dependent on what is found and will be addressed in a separate scope of work, if required.

Task 5.3.2.4. Phase I Cultural Resources Assessment Report

FCS will compile the results of the record searches, pedestrian survey, NAHC and tribal search outreach into a PI-CRA that will meet OHP standards for a Phase I CRA under CEQA. The PI-CRA will include an analysis of existing and potential cultural resources and recommendations for further study and/or mitigation within the project area, as needed. This potential assumes responses for one round of consolidated comments on the reports; any additional review effort/edits will be billed at standard hourly rates.

Task 5.3.3. Noise Analysis

FCS will complete a noise analysis that will include an evaluation of short-term (construction) and long-term (operation) noise impacts to satisfy the County's noise impact analysis requirements. The analysis will be wholly contained in the CEQA document, and the supporting technical data will be appended to the document.

Task 5.3.3.1. Compile and Summarize Background Information

The general characteristics of sound and the categories of audible noise will be described. The regulatory framework related to noise, including applicable federal, State, and County plans, policies, and standards, will be summarized.

Task 5.3.3.2. Construction Noise and Vibration Impact Analysis

Construction would involve the short-term operation of heavy equipment in the vicinity of sensitive receptor land uses. EPA-recommended noise emission levels will be used for the construction equipment. Noise analysis requirements and thresholds of significance will be based on the sensitivity of the project area and the County's Noise Ordinance specifications. FCS will also analyze potential vibration impacts from construction activities associated with development that could occur with implementation of the proposed project. FCS will utilize the methodology and thresholds contained in the Transit Noise and Vibration Impact Assessment Manual prepared by the Federal Transit Administration for determining construction-related groundborne vibration impacts.

Task 5.3.3.3. Operational Noise Impact Analysis

A quantitative assessment of long-term operation noise impacts related to existing and project-related vehicular trips will be performed. Traffic noise impacts will be determined based on whether the proposed project would generate a substantial increase in traffic noise levels in the project vicinity in excess of standards established in the County's General Plan or Noise Ordinance. Potential noise impacts from project-related stationary noise sources, such as new mechanical system operations and parking lot activities, will also be evaluated to determine if the proposed project would generate a substantial increase in ambient noise levels in excess of the County's operational noise performance standards.

Task 5.3.3.4. Data Needs and Assumptions

The Scope of Work assumes relevant data, including site plan and project traffic data, will be provided by the County. This analysis will be completed within seven (7) weeks of receipt of the necessary project data and the County-approved Project Description. If changes are made to the Project Description that would require re-modeling for the above Scope of Work, the re-modeling would be accomplished as an additional service not included in this Scope of Work.

Task 5.4. Preparation of Administrative Draft IS/MND

FCS will prepare an Administrative Draft IS/MND for the County's review. The Administrative Draft IS/MND format will include separate sections for discussion of each CEQA Guidelines Appendix G Environmental Checklist impact category, and it will be adequately supported by exhibits (including color GIS mapping, as appropriate). The Administrative Draft IS/MND will evaluate project impacts against each question on the Appendix G Environmental Checklist and determine whether a potentially significant impact could occur that requires mitigation or if impacts would be less than significant and would not require mitigation. If potentially significant impacts are identified, FCS will draft mitigation measures that would reduce the impact to a less than significant level.

The following issues will be evaluated in the Administrative Draft IS/MND:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Mandatory Findings of Significance

Each Environmental Checklist impact category will consider applicable local regulations and guidelines, as appropriate, including the General Plan and General Plan EIR.

TASK DELIVERABLES

- Electronic copy (via email in Microsoft Word format) of the Administrative Draft IS/MND to the County.

Task 5.5. Preparation of Screencheck Draft IS/MND

This Scope assumes the County will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the Administrative Draft IS/MND. Once FCS receives these comments, FCS will complete revisions and prepare a Screencheck Draft IS/MND for review.

Note that this Scope assumes only one round of County comments and revisions to the Administrative Draft IS/MND. Should hours spent on this task exceed the cost identified herein, FCS shall coordinate with the County regarding the need for additional budget to ensure implementation of all comments in the Screencheck Draft IS/MND.

TASK DELIVERABLES

- Electronic copy (email in Microsoft Word format) of the Screencheck Draft IS/MND to the County.

Task 5.6. Preparation of Public Review Draft IS/MND

This Scope assumes the County will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the Screencheck Draft IS/MND. Following receipt of any comments on the Screencheck Draft IS/MND, FCS will complete revisions and incorporate them into the Public Review Draft IS/MND. We will prepare additional drafts for review and comment, as needed.

TASK DELIVERABLES

- Electronic copy (via email in PDF format) of the Public Review Draft IS/MND to the County.

Task 5.7. Preparation of Mitigation Monitoring and Reporting Program

FCS will prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP), pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the Draft IS/MND. This comprehensive MMRP will provide the County with a single source of reference to the full range of mitigation measures to be implemented. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification.

Once FCS receives consolidated, vetted comments (with tracked changes in the Word document) on the Draft MMRP, FCS will complete revisions and provide the County with a Final MMRP.

TASK DELIVERABLES

- Electronic copy (via email in Microsoft Word format) of the Draft MMRP to the County.
- Electronic copy (via email in PDF format) of the Final MMRP to the County.

Task 5.8. Attend Public Hearings and Project Management

This Scope assumes that FCS's Project Director and Project Manager will attend at least one public hearing with the Planning Commission and one public hearing with the County Council (it is assumed these meetings will be held in virtually) to receive comments and answer questions on the environmental review. A time budget of 6-hours per meeting (including time for preparation and coordination) is assumed for each staff that will attend. If the County staff requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify the County of the additional costs and obtain authorization for the extra meeting time.

In addition, FCS will perform a variety of project management duties to ensure that the IS/MND meets the County's standards of quality and that it is delivered on time and within budget. These duties will include team supervision and coordination; oral and written communications with County staff, external agencies, and other interested parties; project accounting; and quality assurance review of all deliverable products by FCS's Project Director and Technical Editor. These services will also include ongoing support for County staff, such as regular schedule updates and discussions of technical issues. FCS will conduct monthly meetings (virtually) with County staff for check-ins, progress updates, and to gather information and address any concerns. Furthermore, FCS will manage updates of existing studies and/or prepare additional technical studies, as required by the County.

Task 5.9. Preparation of Notice of Determination

FCS will prepare the Notice of Determination (NOD), which the Applicant will file with the Sonoma County Clerk's Office within five business days of IS/MND adoption. This Scope also assumes that the Applicant will be responsible for paying the associated filing fees: CEQA filing fee (currently \$2,916.75) and any County filing fees (currently \$50). Furthermore, FCS will identify all County-, State-, and federal-compliant permits, studies, and official documents required prior to or during construction in the form of an MMRP.

TASK DELIVERABLES

- Electronic copy (via email in Microsoft Word format) of the Draft NOD to the County.
- Electronic copy (via email in PDF format) of the Final NOD to the County.

TASK 6. RIGHT OF WAY ACQUISITION SUPPORT

Monument's Project Manager and key staff will be responsible for the technical and administrative functions required to provide right-of-way services on the Project. The management team will plan, organize, supervise, coordinate, and administer the various elements of the right-of-way scope of work.

- Monument will meet with relevant parties regarding proposed Project to identify acquisition issues, and/or to discuss project status, procedural issues, budget, and schedules.
- Prepare and implement an effective Acquisition Management Plan to ensure the Project is delivered in the most efficient and effective manner and in compliance with all applicable laws, regulations and procedures.
- Participate in in-person Project coordination meetings with the County and design team to communicate project updates, coordinate right-of-way issues and make recommendations to the County on policy development, risk mitigation and general project consultation.
- Prepare and deliver written progress status reports for acquisition cases.
- Create, monitor and update project schedules utilizing MS Project software.
- Schedule regular internal meetings with all Monument staff to ensure that project deliverables and services stay on schedule and within budget.
- Participate in project related meetings, make public presentations to individuals and organizations and represent the County in presentations and public hearing on all matters pertaining to the acquisition process.
- Update each parcel file checklist (our QA/QC Manager, will conduct weekly reviews of the project reporting to ensure compliance with the County and regulatory compliance).
- Finalize all work product, provided services and prepare and deliver presentations to County staff and key stakeholders, as appropriate.
- Assist the County with any file audits.

Task 6.1. Appraisal

- The appraisal will be prepared by individuals licensed with the State of California, Office of Real Estate Appraisers, as a Certified General Real Estate Appraiser. Our appraisers both retain the requisite qualifications and experience necessary to competently complete appraisals in a competent and professional manner, in accordance to applicable laws and policies.

- Prepare the Notice of Decision to Appraiser letter for each property, advising the property owner of the proposed project, introducing the appraiser, enclosing an Acquisition Brochure describing the County's acquisition process, and contract information to answer questions and concerns.
- The appraisal report will comply with laws that are applicable to the specific appraisal assignment and the Uniform Standards of Professional Appraisal Practice (USPAP).
- Afford the property owner or the owner's designated representative the opportunity to accompany the appraiser on the inspection of the property.
- Perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem, and the Scope of Work should address:
 - The extent of the inspection and description of the neighborhood and proposed project area,
 - The extent of the subject property inspection, including interior and exterior areas,
 - The level of detail of the description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property).
- In the appraisal report, identify the highest and best use. If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market-based highest and best use.
- Present and analyze relevant market information.
- In developing and reporting the appraisal, disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project.
- Report the appraiser's analysis, opinions, and conclusions in the appraisal report.

Task 6.2. Acquisition/Negotiations

Monument will provide right-of-way delivery services required for the County to purchase right-of-way required to construct the Project. The tasks will be performed in accordance with applicable Federal, State and local regulations, Caltrans Policies and Procedures and County's right-of-way Policies and Procedures.

Monument will provide the following services under the direction of the County staff:

- Monument will procure preliminary title reports and copies of all underlying documents for each property to determine present ownership, encumbrances affecting the subject property and matters to be cleared and taken "subject to" as part of the transaction.
- Provide the Acquisition and Negotiations Services to acquire the property interests required for the Project in a timely, efficient manner and at a reasonable cost. Work shall be performed in accordance with Caltrans and the County's Policies and Procedures and applicable Federal, State, and local regulations.
- Coordinate and manage the acquisition process with the County, legal counsel, design team, property owners, and tenants along with the title company, appraisers, and other consultants to insure effective cross-discipline communications.
- Review right-of-way plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer package consisting of the County's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.
- Monument's acquisition agent will meet personally with the property owner to present the County's purchase offer, explain the project design requirement, and inform him or her of the County's right-of-way acquisition process.

- Negotiate personally in good faith with the property owner, his/her agent or representative and discuss appraisal and valuation of the property interests, gather information from the property for consideration and address any questions or concerns that may arise during the acquisition process.
- Establish and maintain an acquisition file for the property owner or property interest acquired and maintain a file checklist pursuant to the County's specifications.
- As may be required to secure Right of Entry Agreements; licenses or permits from property owners for purposes of performing hazardous waste, archeological and other inspections.
- Promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to the County for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included.
- Prepare and submit a Letter of Recommendation to the County for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.
- **Escrow Coordination** - Coordinate opening of escrow with direction from the project manager, assist the escrow company in obtaining additional documentation as necessary to provide clear title to the County, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. We will serve as liaison between the title company, escrow holder, and the County. Upon closing of escrow, tax cancellation letters will be prepared for County signature, as necessary, for fee interest acquisitions.
- Recommend condemnation action when negotiations have reached an impasse. The required justification will be submitted in writing to the County. Our primary goal will be to reach an acceptance of the offer with each property owner. We will work with the County in recommending solutions to achieve acceptance of the offer.
- **Eminent Domain Support** – If requested, coordinate with County's condemnation counsel, as required, to support the condemnation activities until the Resolution of Necessity is adopted and possession is granted by the courts. Litigation support after the hearing for the Resolution of Necessity, such as depositions, mediation appearances and expert testimony, can be provided on a time-and-materials basis.
- Perform any other normal procedures and processes to implement the acquisition assignment and provide any other supporting information and/or correspondence required by the County.

TASK DELIVERABLES

- Title Report (1)
- Signed agreements (1)

TASK 7. GEOMETRIC APPROVAL DRAWING - 30%

Task 7.1. Roadway

The 30% Plan Submittal will serve as the Geometric Approval Drawings and will be the parking lot layout used to show the project area with enough detail for the County to give the authorization for Mark Thomas to begin the construction drawings. After the 1st layout, with input from the County up to two (2) more layouts can be produced.

Task 7.2. Electrical

Electrical site plans indicating equipment and device locations, and conduit will be shown in conjunction with the parking lot layout.

Task 7.3. Estimate

Mark Thomas will prepare a preliminary estimate based on the 30% Geometric Approval Drawing produced. Mark Thomas will develop 30% estimates for the parking lot, solar canopies, charging stations, and street lighting. Structures plans will not be included with the GAD 30% Plans and Estimate (P&E).

TASK 8. FINAL DESIGN – PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

Task 8.1. 60% PS&E

A single alternative will be selected to progress through Final Design. The Mark Thomas team will complete the design tasks for final plans, specifications, and estimates for the project. Plans shall be prepared in AutoCAD (using Civil 3D) to County format and shall be submitted at the 60%, 90%, and 100% stages of design. The following sheets are anticipated for each plan package:

Description	Scale	Sheet Count
Title Sheet	n/a	1
General Notes	n/a	1
Layout	1"=40'	1
Construction Details	Varies	3
Drainage Plans	1"=40'	2
Utility Plans	1"=40'	1
Foundation Plans (Layout)	Varies	1
Foundation Design Details	Varies	2
Log of Test Borings	Varies	2
Electrical	Varies	5
Total Sheets		19

Task 8.1.1. Roadway

This submittal represents a complete set of "unchecked" plans. Mark Thomas will prepare a complete set of construction plans in accordance with the County's standards. The content will represent a biddable plan set; it has not been through our QC checklist.

Task 8.1.2. Foundation Design

Based on survey data, solar canopy design (by others) and geotechnical recommendations, MT will design the foundation elements for the proposed solar canopies. Mark Thomas assumes that cast-in-drilled-hole (CIDH) piles shafts will be used to support the solar canopies. The design will be based on ASCE/SEI 7-16 Code (Minimum Design Loads and Associated Criteria for Buildings and Other Structures). Structural calculations and a full set of foundation design plans will be prepared.

Task 8.1.3. Electrical

The electrical plans will include the site plan, device locations, conduit, wiring and electrical branch circuitry, schedules and typical details. Electrical diagrams indicating system wiring, load calculations, and panel schedules will be included with this submittal. Prepare Title 24 lighting energy compliance documentation. M. Neils will select a solar canopy frame from a manufacturer that is compatible with the solar panel design. Frame sizes and weights will be provided to Mark Thomas for foundation design.

Task 8.1.4. Special Provisions

Mark Thomas will prepare special provisions for the project. The special provisions will be a combination of 2018 Caltrans standards and the County's technical provisions. The special provisions will be submitted at 60%.

Task 8.1.5. Estimate

Mark Thomas will develop quantities and prepare construction cost estimates using the project geometrics and surfaces developed from survey information. Cost estimates will be calculated at the 60% submittal. Construction costs will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual. All estimates will be done in Caltrans BEES format using Microsoft Excel.

Task 8.2. 90% PS&E**Task 8.2.1. Roadway**

This submittal represents a complete final PS&E, biddable plan package. Major design features have been reviewed; however, because of the review comments received for the 60% submittal, there may be some plan details that will be submitted for the first time. From this point, all minor "clean-up" revisions will occur. Plans are at the level ready for a detailed quality control check and ready for utility companies to begin relocation design ("B" Plans). Mark Thomas will perform a site review with plans in hand to assess constructability of the project and make changes prior to the PS&E package submittal. Mark Thomas will perform, with a senior engineer, an in-house quality control check of the product.

Task 8.2.2. Foundation Design

County comments from the 60% submittal will be addressed and incorporated into the 90% design. Responses to comments will be prepared and submitted.

Mark Thomas will perform an independent design check for the foundation. The independent check will be completed by an engineer who was not involved in the original design. Calculations will be performed to check the design and details. Upon completion of the independent check, discrepancies between the designer and checker will be reconciled and the plans updated.

Task 8.2.3. Lighting

County comments from the 60% submittal will be addressed and incorporated into the 90% design. Responses to comments will be prepared and submitted.

Task 8.2.4. Special Provisions

Mark Thomas will prepare special provisions for the project. The special provisions will be a combination of 2018 Caltrans standards and the County's technical provisions. The special provisions will be submitted at 90%.

Task 8.2.5. Estimate

Mark Thomas will develop quantities and prepare construction cost estimates using the project geometrics and surfaces developed from survey information. Cost estimates will be calculated at the 90% submittal. Construction costs will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual. All estimates will be done in Caltrans BEES format using Microsoft Excel.

Task 8.3. 100% PS&E**Task 8.3.1. Roadway**

This submittal represents a completed Bid Set, ready for bidding. Major design features have been reviewed at least twice at this stage. The plan package is to a point where the County project manager can verify that the previous comments were incorporated and no internal County circulation is required.

Task 8.3.2. Foundation Design

County comments from the 90% submittal will be addressed and incorporated into the 100% design. Responses to comments will be prepared and submitted.

Task 8.3.3. Electrical

County comments from the 90% submittal will be addressed and incorporated into the 100% design. Responses to comments will be prepared and submitted.

Task 8.3.4. Special Provisions

Mark Thomas will prepare special provisions for the project. The special provisions will be a combination of 2018 Caltrans standards and the County's technical provisions. The special provisions will be submitted at 100%.

Task 8.3.5. Estimates

Mark Thomas will develop quantities and prepare construction cost estimates using the project geometrics and surfaces developed from survey information. Cost estimates will be calculated at the 100% submittal. Construction costs will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual. All estimates will be done in Caltrans BEES format using Microsoft Excel.

TASK DELIVERABLES

- Project Plans (60%, 90%, 100% - 24x36 Hard copy and PDF Submittal)
- Special Provision (60%, 90%, 100% - Word and PDF)
- Construction Cost Estimate (60%, 90%, 100% - Excel and PDF)
- Auto CAD (2022 Version)

PART 2. BIDDING AND CONSTRUCTION SUPPORT TASKS

TASK 1. ASSISTANCE DURING CONSTRUCTION BIDDING

Task 1.1. Bidding Assistance

Mark Thomas and subconsultants will provide assistance, as required, to the County during bidding of the project. The work may include answering questions from prospective bidders, assisting the County in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents. An allowance has been provided for Bidding Assistance. If the allowance is exceeded, Mark Thomas will continue to provide needed services and will bill on a time and materials basis.

TASK 2. DESIGN SUPPORT DURING CONSTRUCTION

Task 2.1. Construction Support

Mark Thomas and subconsultants will provide assistance, as required, to the County during construction of the project. The work may include responding to Request for Information (RFI), reviewing shop drawings, attending construction meetings, etc. An allowance has been provided for Construction Support. If the allowance is exceeded, Mark Thomas will continue to provide needed services and will bill on a time and materials basis.

Task 2.2. Record Drawings

Mark Thomas and subconsultants will provide Record Drawings to the County after construction is complete. These drawings will be based on red-lined as-builts provided by the County construction manager.

TASK DELIVERABLES

- Final Record Drawing

Assumptions:

- Property owner, without dispute grants right-of-entry to parcel and access for preliminary engineering activities.
- Soil is not contaminated and can be left onsite.
- Test pit excavation will be loosely backfilled and tamped with the backhoe bucket.
- Solar Canopy frame will be designed (or selected) by others. Frame sizes and weights will be provided to Mark Thomas for foundation design.
- Assume no more than 2 different foundation designs will be required.

Exhibit B
COST PROPOSAL

COST PROPOSAL FOR PROJECT SCOPE: Mariposa On-Call (A&E) - TRANSIT YARD - Task Order No. 07

MARK THOMAS																	Subconsultants					TOTAL COST
	Principal	Sr. Engineering Manager	Sr. Project Manager	Project Manager	Technical Lead	Sr. Project Engineer	Project Engineer	Civil Engineering Designer	Design Engineer II	Design Engineer I	Sr. Technician	Intern	Sr. Project Accountant	Sr. Project Coordinator	Total Hours	Total MT Cost	NORTSTAR	CRAWFORD	PCS	MONUMENT	M. Nellis	
PART 1 - DESIGN AND DEVELOPMENT TASKS																						
1.0 PROJECT MANAGEMENT/COORDINATION																						
1.1		4						4							8	\$2,179	-	-	-	-	-	\$2,179
1.2			2					16							18	\$3,353	-	-	-	-	-	\$3,353
1.3			2					8					8	8	26	\$4,725	-	-	-	-	-	\$4,725
1.4			2			8		4							14	\$3,144	-	-	-	-	-	\$3,144
Subtotal Phase 1		0	10	0	0	8	0	0	32	0	0	0	8	8	66	\$13,401	\$0	\$0	\$0	\$0	\$0	\$13,401
2.0 SURVEY/MAPPING																						
2.1								4		8					12	\$1,812	1,469	-	-	-	-	\$3,281
2.2															0	\$0	5,828	-	-	-	-	\$5,828
2.3															0	\$0	4,312	-	-	-	-	\$4,312
2.4															0	\$0	1,211	-	-	-	-	\$1,211
Subtotal Phase 2		0	0	0	0	0	0	4	0	8	0	0	0	0	12	\$1,812	\$12,820	\$0	\$0	\$0	\$0	\$14,632
3.0 FIELD INVESTIGATION/GEOTECHNICAL RESEARCH																						
3.1								6							6	\$970	-	4,626	-	-	-	\$5,596
3.2															0	\$0	-	5,863	-	-	-	\$5,863
3.3															0	\$0	-	993	-	-	-	\$993
3.4															0	\$0	-	10,981	-	-	-	\$10,981
3.5															0	\$0	-	2,258	-	-	-	\$2,258
Subtotal Phase 3		0	0	0	0	0	0	6	0	0	0	0	0	0	6	\$970	\$0	\$24,721	\$0	\$0	\$0	\$25,691
4.0 UTILITY COORDINATION																						
4.1								8	16				8		32	\$4,120	-	-	-	-	-	\$4,120
Subtotal Phase 4		0	0	0	0	0	0	8	16	0	0	8	0	0	32	\$4,120	\$0	\$0	\$0	\$0	\$0	\$4,120
5.0 ENVIRONMENTAL PERMITTING																						
5.1															0	\$0	-	-	3,045	-	-	\$3,045
5.2															0	\$0	-	-	4,610	-	-	\$4,610
5.3															0	\$0	-	-	-	-	-	\$0
5.3.1															0	\$0	-	-	9,280	-	-	\$9,280
5.3.2															0	\$0	-	-	7,555	-	-	\$7,555
5.3.3															0	\$0	-	-	6,365	-	-	\$6,365
5.3.4															0	\$0	-	-	4,440	-	-	\$4,440
5.4															0	\$0	-	-	17,670	-	-	\$17,670
5.5															0	\$0	-	-	9,600	-	-	\$9,600
5.6															0	\$0	-	-	5,355	-	-	\$5,355
5.7															0	\$0	-	-	1,870	-	-	\$1,870
5.8															0	\$0	-	-	7,600	-	-	\$7,600
5.9															0	\$0	-	-	450	-	-	\$450
Subtotal Phase 5		0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$77,870	\$0	\$0	\$0	\$77,870
6.0 RIGHT OF WAY ACQUISITION																						
6.1								3							3	\$485	-	-	-	7,500	-	\$7,985
6.2								3							3	\$485	-	-	-	7,000	-	\$7,485
Subtotal Phase 6		0	0	0	0	0	0	6	0	0	0	0	0	0	6	\$970	\$0	\$0	\$0	\$14,500	\$0	\$15,470
7.0 GEOMETRIC APPROVAL DRAWINGS (30%) PLANS																						
7.1		4				4		32	56			16			112	\$16,548	-	-	-	-	-	\$16,548
7.2															0	\$0	-	-	-	-	6,400	\$6,400
7.3								2	8						10	\$1,469	-	-	-	-	-	\$1,469
Subtotal Phase 7		0	4	0	0	0	4	34	64	0	0	16	0	0	122	\$18,017	\$0	\$0	\$0	\$0	\$6,400	\$24,417
8.0 FINAL DESIGN - PLANS, SPECS, AND ESTIMATES (PS&E)																						
8.1 60% PS&E																						
8.1.1		4				8		40	60			40			152	\$20,769	-	-	-	-	-	\$20,769
8.1.2			20				60		12		60				152	\$25,843	-	-	-	-	-	\$25,843
8.1.3															0	\$0	-	-	-	-	13,000	\$13,000
8.1.4								12							12	\$1,941	-	-	-	-	-	\$1,941
8.1.5								2	8						10	\$1,469	-	-	-	-	-	\$1,469
8.2 90% PS&E																						
8.2.1		4				4		24	40			16			88	\$12,962	-	-	-	-	-	\$12,962
8.2.2			10			40			12	12	40				114	\$19,160	-	-	-	-	-	\$19,160
8.2.3															0	\$0	-	-	-	-	9,000	\$9,000
8.2.4								8							8	\$1,294	-	-	-	-	-	\$1,294
8.2.5									4						4	\$573	-	-	-	-	-	\$573
8.3 100% PS&E																						
8.3.1		2				2		16	24						44	\$7,166	-	-	-	-	-	\$7,166
8.3.2			8			20	20	8	8	20					84	\$13,999	-	-	-	-	-	\$13,999
8.3.3															0	\$0	-	-	-	-	4,400	\$4,400
8.3.4								4							4	\$647	-	-	-	-	-	\$647
8.3.5								2	4						6	\$896	-	-	-	-	-	\$896
Subtotal Phase 8		0	10	38	0	0	74	80	116	172	32	100	56	0	678	\$106,719	\$0	\$0	\$0	\$0	\$16,400	\$133,119
TASK 2 BIDDING AND CONSTRUCTION SUPPORT																						
2.1 ASSISTANCE DURING CONSTRUCTION BIDDING																						
2.1.1		2				4		8							14	\$2,811	-	-	-	-	-	\$2,811
2.2 DESIGN SUPPORT DURING CONSTRUCTION																						
2.2.1		4						32							36	\$6,707	-	-	-	-	5,400	\$12,107
2.2.2															0	\$0	-	-	-	-	-	\$0
Subtotal TASK 2		0	6	0	0	0	4	0	40	0	0	0	0	0	50	\$9,517	\$0	\$0	\$0	\$0	\$5,400	\$14,917
TOTAL HOURS																						
		0	30	38	0	8	82	84	242	260	32	100	80	8	8	972						
Anticipated Salary Increases																\$0	\$0	\$1,236	\$0	\$0	\$0	\$1,236
OTHER DIRECT COSTS																\$0	\$0	\$6,862	\$2,035	\$0	\$0	\$8,897
TOTAL COST		\$0	\$11,489	\$10,159	\$0	\$1,731	\$15,398	\$13,991	\$39,134	\$37,237	\$9,734	\$14,640	\$5,347	\$1,494	\$1,171	\$155,527	\$12,820	\$32,819	\$79,905	\$14,500	\$18,200	\$333,770

MARK THOMAS & COMPANY, INC. RATE SCHEDULE

EXPIRES JUNE 30, 2025

Engineering

Intern	\$60 - \$100
Technician	\$90 - \$125
Design Engineer I	\$115 - \$165
Design Engineer II	\$130 - \$200
Sr. Technician	\$150 - \$200
Civil Engineering Designer	\$150 - \$230
Project Engineer	\$150 - \$210
Sr. Project Engineer	\$185 - \$265
Sr. Technical Engineer	\$195 - \$215
Technical Lead	\$215 - \$265
Sr. Technical Lead	\$250 - \$315
Design Manager	\$330 - \$370
Engineering Manager	\$335 - \$370
Sr. Engineering Manager	\$345 - \$470

Construction Management

Office Engineer	\$160 - \$250
* Asst. Resident Engineer	\$210 - \$235
* Inspector - CM	\$180 - \$260
Resident Engineer	\$280 - \$315
Sr. Resident Engineer	\$315 - \$350
Area Manager - CM	\$270 - \$305

Planning

Planner I	\$105 - \$130
Planner II	\$145 - \$160
Sr. Planner	\$160 - \$215

Landscape Architecture/Urban Design

Landscape Intern	\$80 - \$90
Landscape Designer I	\$100 - \$115
Landscape Designer II	\$120 - \$150
Landscape Architect	\$140 - \$170
Sr. Landscape Architect	\$170 - \$190

Grant Writing

Funding Specialist	\$130 - \$215
Sr. Funding Specialist	\$210 - \$245
Funding Manager	\$310 - \$360

Surveying

Survey Technician I-III	\$60 - \$175
Lead Survey Technician	\$135 - \$155
Survey Specialist I-III	\$125 - \$265
Asst Surveyor I-III	\$125 - \$185
Project Surveyor I-III	\$185 - \$280
* Chief of Party	\$205 - \$255
* Instrumentperson	\$205 - \$230
* Chainperson	\$205 - \$215
* Apprentice	\$120 - \$185
* 2-Person Crew	\$355 - \$455
* 3-Person Crew	\$535 - \$675
* Utility Locator	\$175 - \$250

Project Management & Oversight

Project Manager	\$220 - \$295
Sr. Project Manager	\$255 - \$345
Survey Manager I-II	\$215 - \$285
SUE Program Manager	\$265 - \$300
Division Manager	\$290 - \$420
Principal	\$460 - \$500

Project Support

Technical/Sr. Technical Writer	\$110 - \$150
Project/Sr. Project Assistant	\$75 - \$175
Project/Sr. Project Coordinator	\$115 - \$195
Graphic/Sr. Graphic Designer	\$115 - \$205
Project Accountant	\$110 - \$175
Sr. Graphic Manager	\$190 - \$245
Project Accountant Manager	\$205 - \$230

District Management

* Inspector - Apprentice	\$80 - \$95
* Inspector/Sr. Inspector	\$90 - \$165
Assistant/Associate Sanitary Engineer	\$135 - \$200
Sanitary/Sr. Sanitary Project Engineer	\$180 - \$255
Operations/Deputy District Manager	\$225 - \$325
District Manager-Engineer	\$330 - \$370

Special Services

Expert Witness	\$520
Strategic Consulting	\$520

Reimbursables including, but not limited to; reproductions, delivery and filing fees; outside consultant fees; and survey field expenses will be billed at **Cost Plus 5%**. **Mileage** will be billed per **current IRS Rate**.

Additional promotional steps exist within various rate categories.

This rate schedule expires June 30, 2025; rates are subject to escalation with new hourly rate schedule as of July 1, 2025.

** These charge rates are subject to Prevailing Wage laws and Union contract.*



MARKTHO-01

SUMMANR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/3/2024

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 # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588		CONTACT NAME: Jessica McDonald PHONE (A/C, No, Ext): (925) 918-4535 FAX (A/C, No): E-MAIL ADDRESS: Jessica.McDonald@ioausa.com		
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose, CA 95134		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Continental Casualty Company		20443
		INSURER B : The Continental Insurance Company		35289
		INSURER C : Valley Forge Insurance Company		20508
		INSURER D : American Alternative Insurance Corporation		19720
		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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	7040185059	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	7040183912	9/15/2024	9/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$			7040283234	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	740274825	9/15/2024	9/15/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Aviation			9041292	9/6/2024	9/6/2025	Per Claim/Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: TRANSIT YARD PROJECT

County of Mariposa, its officers, officials, employees, and authorized designated volunteers are included as Additional Insured on a Primary & Non-Contributory basis with Waiver of Subrogation with respects to the General & Auto Liability policies, as required by written contract.

Worker's Compensation: Waiver of Subrogation is in favor of County of Mariposa, its officers, officials, employees, and authorized designated volunteers, as required by written contract.

Excess Liability policy follows form over the General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

CANCELLATION

County of Mariposa 4639 Ben Hur Road Mariposa, CA 95338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2024

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Mandy Guo PHONE (A/C, No, Ext): 510-272-1402 E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com FAX (A/C, No):
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Suite 110 San Jose CA 95134	INSURER(S) AFFORDING COVERAGE INSURER A : XL Specialty Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
License#: 6003745 MARKTHO-03	NAIC # 37885

COVERAGES

CERTIFICATE NUMBER: 110981182

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						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 If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability & Contr. Pollution Liab Included			DPR5031067	7/1/2024	7/1/2025	Per Claim Aggregate Limit \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Electric Vehicle Transit Yard Project, 24-B0018

CERTIFICATE HOLDER**CANCELLATION 30 Day NOC**

County of Mariposa 4639 Ben Hur Road Mariposa CA 95338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5508	307	45063	State Grant Revenue		(2,571,257)	
5508	307	70111	Community and Office Building		2,571,257	
				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.

FISCAL YEAR: FY25

DEPARTMENT HEAD SIGNATURE  DATE 11/4/24

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT Admin.	AUDITOR'S USE ONLY BA #
Public Works - 5508 - Mariposa County Zero Emissions Transit Yard Project	

Gavin Newsom
Governor

Toks Omishakin
Secretary

400 Capitol Mall, Suite 2340
Sacramento, CA 95814
916-323-5400
www.calsta.ca.gov

August 22, 2024

Ms. Shannon Hansen
Executive Director
Mariposa County Local Transportation Commission (MCLTC)
4639 Ben Hur Road
Mariposa, CA 95338

Dear Ms. Hansen:

In December 2023 MCLTC requested an allocation of \$2,571,256 across all fiscal years to support the project listed below, which is the maximum allowable amount. This allocation does not include a request of funding for administrative costs.

1. **Mariposa County Zero Emission Transit Yard Project (new project):** Uses \$2,571,257 of TIRCP and ZETCP funds across all fiscal years to support completion of this new project. Includes construction of a new transit yard and will include installation of zero-emission infrastructure to support the transition to a zero-emission fleet.

CalSTA has analyzed the eligibility of the program of projects and reviewed for completeness the allocation request, including the required ridership, technical and data submissions. It has been determined that the submission package meets the minimum program requirements, and the ridership data has been publicly posted to MCLTC's internet website. I am pleased to notify you that the allocation request has been approved. CalSTA will continue working with MCLTC and partner state agencies to validate the technical and data submissions prior to future disbursements.

With this letter, CalSTA authorizes the disbursement \$1,161,396 of TIRCP first year funding (100% General Fund) and \$91,799 of ZETCP funding (\$49,259.34 GGRF+ \$42,539.65 PTA) for a cumulative total of \$1,253,195. A total amount of \$1,163,571 of TIRCP and \$154,491 of ZETCP remains available to MCLTC across all fiscal years. This funding will be disbursed in future allocation actions.

August 22, 2024
Page 2

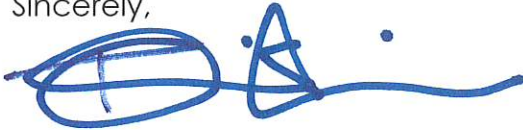
CalSTA will modify the SB 125 Program Guidelines no later than September 30, 2024, for the distribution of funds for the 2024-25 fiscal year, which may include updated fund totals available to MCLTC per year across all fiscal years that were impacted as part of the 2024 final budget agreement.

MCLTC is responsible for tracking the receipt and utilization of these funds separately, and recording interest earned (or other investment income earned) on each fund source separately. The interest or investment earnings must also be spent on approved eligible projects within each program and will be accounted for when MCLTC submits its required Annual Report.

Please expect additional correspondence from CalSTA to verify MCLTC's proper bank account information prior to the completion of the transfer of funds.

If you have any questions, please contact CalSTA Chief Deputy Secretary Chad Edison at 916-247-0322.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized 'T' followed by a series of loops and a long horizontal stroke.

TOKS OMISHAKIN
Secretary



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-486

MEETING: November 12, 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

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 2024-487

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Luis Mercado, Auditor
RE: Adopt a Resolution Establishing Health Insurance Contributions for Current Retirees to be Effective January 1, 2025

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Establishing Health Insurance Contributions for Current Retirees to be Effective January 1, 2025.

The Mariposa Superior Court and Service Employees International Union (SEIU) have finalized negotiations on a new Memorandum of Understanding (MOU) effective December 1, 2023. One of the provisions of the new MOU is to contribute to monthly healthcare premiums an amount equal to 100% of the lowest cost Court sponsored health plan for employee-only coverage. This would increase the health benefits for Court SEIU employees to a \$864.75 per month flat rate. This agreed upon amount will also impact current retirees as CalPERS law requires that the amount contributed for health insurance to active employees must equal the health insurance amount contributed to retirees. Currently, there is one retiree on the health billing roster whom this change would affect, increasing the monthly contribution from \$799.44 to \$864.75. Health costs for court retirees are reimbursed to the County by the State of California, so this change will not have a financial impact on the County.

Government Code Section 22892(a) provides that a contracting agency subject to the Public Employees' Medical and Hospital Care Act must fix the amount of the employer contribution for health by formal resolution. The resolution form attached is the approved form designated by CalPERS to change the monthly employer health contribution for employees and annuitants of a contracting agency.

This resolution does not apply to Elected and Appointed officials hired by the County on or after May 1, 2007 or to all other County employees hired on or after February 1, 2007. These employees are subject to the vesting schedule as regulated by Government Codes section 22893 as mandated by Board Resolutions 06-573 and 07-135.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved resolution 2024-275 establishing health insurance contributions for retirees effective September 1, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this resolution, the County would be providing a different health contribution amount to active and retired employees belonging to the Court SEIU bargaining unit.

FINANCIAL IMPACT

No financial impact on the county as retiree health costs for court employees are paid by the State of California.

ATTACHMENTS

1. **2025 CalPERS Health Benefit Resolution**
2. **2025 Health Benefit Rates**
3. **Courts SEIU Signed MOU effective 12-1-2023**
4. **Signed Resolution 2024-275**

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 NO. Number
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

- WHEREAS, (1) County of Mariposa is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution
001 ELECTED & APPT OFFICIALS	No Change
002 MANAGEMENT & CONFIDENTIAL	No Change
003 GENERAL EMPLOYEES (SEIU)	No Change
004 SHERIFFS DEPUTIES & JAIL	No Change
005 SHERIFFS MANAGEMENT	No Change
006 COURT EMPLOYEES	\$864.75
007 COURT MANAGEMENT	No Change
101 ELECTED & APPT OFFICIALS (Retired prior to 01/01/2013)	No Change
102 MANAGEMENT & CONFIDENTIAL (Retired prior to 01/01/2013)	No Change
103 GENERAL EMPLOYEES (SEIU) (Retired prior to 01/01/2013)	No Change
104 SHERIFFS DEPUTIES & JAIL (Retired prior to 01/01/2013)	No Change
105 SHERIFFS MANAGEMENT (Retired prior to 01/01/2013)	No Change
106 COURT EMPLOYEES (Retired prior to 01/01/2013)	\$864.75
107 COURT MANAGEMENT (Retired prior to 01/01/2013)	No Change

plus administrative fees and Contingency Reserve Fund assessments; and be it further

- RESOLVED, (b) County of Mariposa has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

- RESOLVED, (c) That the participation of the employees and annuitants of County of Mariposa shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that County of Mariposa would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Miles Menetrey, Chair of the Mariposa County Board of Supervisors, to file with the Board a verified copy of this resolution, and to perform on behalf of County of Mariposa all functions required of it under the Act; and be it further
- RESOLVED, (e) That coverage under the Act be effective on January 1, 2025.

Adopted at a regular meeting of the County of Mariposa Board of Supervisors at Mariposa County Board Chambers, this 12th day of November, 2024.

Signed: _____
Miles Menetrey, Chair Board of Supervisors

Attest: _____
Danielle Bondshu, Clerk of the Board

Approved
as to Form: _____
Steven W. Dahlem, County Counsel

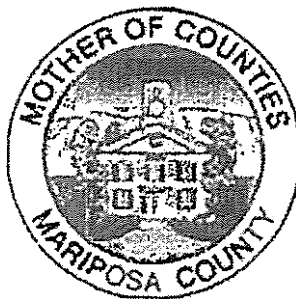
2025

Plans:	PERS Platinum PPO		PERS Gold PPO		Kaiser Permanente HMO		UnitedHealthcare SignatureValue Alliance HMO		Blue Shield Access+ HMO		Anthem Blue Cross Traditional HMO		*Porac	
	Rate	Plan	Rate	Plan	Rate	Plan	Restricted Area of Usage		Rate	Plan	Restricted Area of Usage		Rate	Plan
Emp. Only	\$1,258.76	6021	\$864.75	6141	\$944.34	5341	\$890.66	5771	\$948.53	5261	\$1,110.97	5101	\$970.00	5931
Emp + 1	\$2,517.52	6022	\$1,729.50	6142	\$1,888.68	5342	\$1,781.32	5772	\$1,897.06	5262	\$2,221.94	5102	\$1,951.00	5932
Emp + 2	\$3,272.78	6033	\$2,248.35	6143	\$2,455.28	5343	\$2,315.72	5773	\$2,466.18	5263	\$2,888.52	5103	\$2,484.00	5933

SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW-CLC LOCAL 521



MEMORANDUM OF UNDERSTANDING
December 1, 2023 through November 30, 2026



**MARIPOSA COUNTY
SUPERIOR COURT**

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PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Superior Court ("Court") and Service Employees International Union Local 521/CTW, CLC ("Union").

ARTICLE 1 - RECOGNITION

The Court recognizes the Union as the Recognized Employee Organization, as defined in the Court Employer Employee Relations Rules for all regular full-time and permanent part-time employees occupying classes listed in the attached Appendix "A," but excluding confidential employees.

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization

"Recognized Employee Organization" means a registered employee organization which has the exclusive right to represent the employees in a representation unit pursuant to a vote of the employees in that unit.

Section 2.2 - Employee

"Employee" means any person employed by the Court, excepting those persons elected by popular vote, appointed to fill the unexpired term of an elected office, or appointed to office by the governor of the State of California.

Section 2.3 - Management Employee

"Management Employee" means an employee having significant responsibilities in formulating and/or administering Court policy. This shall include those that act on behalf of a manager in his/her absence. Management employees are designated by the Court without a meet and confer or meet and consult process.

Section 2.4 - Confidential Employee

"Confidential Employee" means any employee who, in the regular course of his/her duties, has access to, or possesses information related to, his/her employer's employer-employee relations. Confidential positions shall be designated by the Court following a meet and consult (only) process with employee organizations.

Section 2.5- Permanent Full-Time and Part-Time Employees

"Regular Full-Time Employees" means all permanent and probationary salaried employees, working a full work schedule, excluding extra help employees. "Permanent Part- Time Employees" are employees working in classifications listed in Appendix "A" on less than a full time basis. Permanent part-time employees work 50%, 60%, 70% and 80% of a full-time equivalent. Permanent part-time employees employed with the Court by or before December 31, 2007 will accrue benefits, excluding medical, and seniority on a pro-rated basis according to the number of hours worked; permanent part time employees employed with the Court by or before December 31, 2007, will receive 100% of the monthly Court contribution for employee medical. Permanent part time employees employed with the Court on or after January 1, 2008 will accrue benefits, including medical, and seniority on a pro-rated basis according to the number of hours worked.

Section 2.6 - Extra Help Employee

"Extra Help Employee" means any employee who is not a regular full-time or permanent part-time employee and is paid on an hourly basis.

Section 2.7 - Anniversary Date

"Anniversary Date" means an employee's original date of hire into a permanent classification covered by this Memorandum of Understanding. For all purposes except step raises and evaluations subsequent to a demotion or promotion, an employee's anniversary date shall not be changed unless seniority stops accruing or is broken, as is specified in Article 12, Seniority & Layoff, Section 12.7, Seniority Accrual. An employee's anniversary date in a classification may be changed upon promotion or demotion, for purposes of evaluation and granting of step increases only, as specified in Article 6, Compensation, Section 6.2.3, Promotion, and Section 6.2.4, Demotion.

Section 2.8 - Court Executive Officer

"Court Executive Officer" means the individual holding the position of Court Executive Officer, and in the absence of the person holding the position or in the event there is no longer a Court Executive Officer position, shall mean the person designated by the Presiding Judge.

ARTICLE 3 - NON-DISCRIMINATION

Neither the Court nor the Union shall discriminate against an employee covered by this Memorandum of Understanding in violation of a relevant federal, state or local statute.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1

The Union agrees that the Court has complete authority for the policies and administration of all Court departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Memorandum of Understanding.

Section 4.2

Any matter involving the management of governmental operations vested by law in the Court and not covered by this Memorandum of Understanding is in the province of the Court.

Section 4.3

The Mariposa County Superior Court Presiding Judge, hereinafter referred to as "Presiding Judge", on his or her own behalf and on behalf of the Court, hereby retains and reserves unto the Court all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of California.

Section 4.4

The exercise of any such right, power, authority, duty, or responsibility by the Court and the adoption of such rules, regulations, and policies as it may deem necessary and as they apply to employees represented by the Union shall be limited only by the specific and express terms of this Memorandum of Understanding.

Section 4.5

The management of the Court and the direction of the work force of the Court is vested exclusively in the Court subject to the terms of this Memorandum of Understanding. The existing rights of the Court include but are not limited to the following:

4.5.1 - Direct the work of its employees;

4.5.2 - Hire, promote, demote, transfer, assign, and retain employees in positions within the Court, subject to this Memorandum of Understanding;

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding;

4.5.4 - Maintain the efficiency of governmental operation;

4.5.5 - Relieve employees from duties because of lack of work subject to this Memorandum of Understanding;

4.5.6 - Take actions as may be necessary to carry out the Court services in emergencies;

4.5.7 - Determine the methods, means and personnel by which operations are to be carried out; and

4.5.8 - Implement employee layoffs and/or furloughs. In the event layoffs or furloughs are implemented, the Court will meet and confer regarding the impacts of such layoffs or furloughs on the bargaining unit's terms and conditions of employment.

ARTICLE 5 - UNION RIGHTS

Section 5.1- Union Representatives and Release Time

5.1.1 - Notification of Union Representatives. The Union shall notify the Court of the names of its representatives within 10 days of their selection. Alternate representatives may be designated to serve in the absence of the representative. Union representatives shall contact the appropriate Court manager when carrying out their duties.

5.1.2 - Grievance Processing. An employee, when a grievant, and one union representative (representative) shall be released from duty for the purpose of presenting the grievance at all formal steps of the grievance procedure.

The Union agrees that preparation of the grievance and conferencing on the subject of the grievance by the respective employee and the union representative shall be done at times other than during working hours, unless expressly authorized by the Court Executive Officer.

5.1.3 - Negotiating Committee

5.1.3.1 - Release Time. The Court shall provide reasonable release time for the union negotiating committee. Reasonable release is defined as up to two hours immediately preceding scheduled negotiations to prepare for negotiations with the Court. Release time shall be granted for no more than two (2) representatives, including alternates.

5.1.3.2 - Compensatory Time. Those negotiators who are on their own time during the meetings will not be entitled to compensatory time.

5.1.3.3 - Resource People. Resource people for the unit negotiations shall be allowed on their own time, leave without pay, vacation, or compensatory time off, to attend scheduled negotiation meetings. Employees shall provide reasonable notice to their supervisor, and request the time off in advance. The release time is subject to the Court's operational needs.

Section 5.2 - Bulletin Boards, Use of Facilities

5.2.1 - Bulletin Boards. The Union shall be provided reasonable use of existing bulletin board space in the Court at a location agreed upon by the Union and the Court Executive Officer, under the following conditions:

- 1) Material shall be posted on space as designated;
- 2) Posted material shall bear the identity of the organization;
- 3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;
- 4) Posted material shall not be of a partisan political nature;
- 5) Material shall be neatly displayed and shall be removed when no longer timely; and,
- 6) The Court Executive Officer may remove postings that do not comply with the requirements of this section. The union representative shall be notified prior to posting being removed.

5.2.2 - Visitation and Distribution. The Union may have an authorized representative contact members of the Union in Court facilities and leave literature and material for distribution, provided he/she has first made arrangements with the Court Executive Officer to provide for a time which does not disrupt Court business.

5.2.3 - Facilities. Court facilities shall be made available to the Union, subject to the Court's operational needs, for meeting purposes only provided that appropriate advance arrangements are made. A charge at the prevailing Court rates may be made to offset the cost of such use.

NOTE: This is now covered by the Court's proposal under Section 5.4.2.

5.2.5 - Notification of Union Coverage. The Court shall present new employees who are covered by this Memorandum of Understanding with a copy of this Memorandum of Understanding at the time of hire.

5.2.6 - Printing of Memorandum of Understanding. The parties agree to share equally the cost of printing bound copies of this Memorandum of Understanding.

Section 5.3 - Union Security

5.3.1 - The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the units for which this Agreement is applicable regardless of whether they are members of the Union.

5.3.2 - Employee Payroll Deductions: The Court will comply with Senate Bill 866 (2018), and the Government Code sections referenced thereunder, as amended. This law requires that the Court, through its payroll processor, deduct from the pay of each employee in a position subject to this MOU, Union dues and voluntary contributions to the Union's Committee On Political Education (COPE) authorized by the employee.

5.3.3 - Union List: The Union, via a representative of the Union who has the authority to bind the Union, shall provide the Court a monthly list, in an electronic malleable format, of all employees who have authorized dues deductions. The list shall contain the employee's name and the date of authorization for dues deduction. The list shall be e-mailed to the Court Executive Officer. The Court shall rely on the Union's explanations in this certified list regarding whether authorization/revocation/change in deductions has been requested by the employee. Consistent with payroll practice, the Union must provide the list by no later than the fifteenth day of each month (earlier, if the last workday is prior to the fifteenth).

5.3.4 - Court List: The Court, via its payroll processor, shall provide on a monthly basis a list of all employees and the amount of dues and voluntary contributions, so deducted. The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff, and unpaid leave of absence with a duration of more than thirty (30) days.

5.3.5 - Employee Questions: Questions regarding starting or changing deductions covered in this section shall be directed to a Union representative.

5.3.6 - Possession of Payroll Deduction Authorization Forms: An employee in or hired into a job classification represented by the Union shall authorize deductions either electronically, through voice authorization or paper form. If the Union provides the Court a written certification that it has and will maintain individual employee authorizations for the deductions transmitted by the Union to the Court per section 5.3.3, it shall not provide a copy of the individual authorization. However, if a dispute arises regarding the employee's authorization for the deductions listed in this section, the Court may request a copy of the employee's authorization.

5.3.7 - Change in Dues Authorization: The Court, through its payroll processor, will process requests from the Union to start, change, or cancel a deduction (dues and voluntary contributions to COPE) pursuant to this Article within one (1) pay period of receipt of the list requesting to do so. In order for the Court's payroll processor to timely comply, the Union must provide a timely list consistent with section 5.3.3 above. The Court will not process any requests to revoke or change authorizations that may come to it directly from a Court employee. The Court, via its payroll processor, shall transmit such payments to the Union via check or electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occur.

5.3.8- Forfeiture Of Deductions: If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

5.3.9 - Hold Harmless: The authorization for payroll deductions described in this Agreement shall specifically require the employee to agree to hold the Court harmless from all claims, demands, suits or other forms of liability that may arise against the Court for or on account of any deduction made from the wages of such employee.

The Union shall defend, indemnify and save the Court harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the Court under this Agreement. This includes not only the Court's reasonable attorney fees and costs but the reasonable cost of management preparation time as well. The Court shall notify the Union of such costs on a case-by-case basis.

The indemnification and hold harmless language of this section shall apply additionally to the County or other designated payroll processor in any action in which the Court's payroll processor is named in its capacity as the party responsible for administering the payroll for the Court.

In no event shall the Court be required to pay from its own funds Union dues or other deductions that the employee was obligated to pay to the Union, but failed to pay, regardless of the reasons.

5.3.10 - Dispute Resolution: In the event there is a dispute over the interpretation or administration of these procedures, the Union and the Court agree to submit the dispute to a neutral hearing officer selected from a list provided by the State Mediation and Conciliation Service. The Hearing Officer shall hold an informal hearing during which the dispute will be heard. Thereafter, the Hearing Officer shall issue a decision which shall be final and binding. The Union and Court agree that review of the Hearing Officers' decision shall be as provided for final arbitration awards pursuant to CCP section 1280, et seq.

Section 5.4- New Employee Orientation (NEO) and Information

5.4.1 The NEO Meeting: The Court agrees that each employee, in a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization, shall participate in an in-person orientation meeting, without loss of compensation. The meeting will be held at the Court and during regular working hours.

The Court will notify the Union and the Chapter President (or designee), by e-mail, of the date, time, and location of the new employee orientation. In compliance with Gov. Code sec. 3556, as amended, the Court will notify the Union at least ten (10) days prior to the orientation date, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the Court's operations that was not reasonably foreseeable. At least two (2) business days in advance of the orientation, the Court will send by email a list of the new hires expected to attend the orientation, including employee names and job titles.

After the Court concludes its presentation, the Union will have up to thirty (30) minutes to conduct its own presentation. The Court's representatives shall be absent from the room during the Union's presentation to newly hired employees. The Union agrees to give the Court copies of the materials to be used in this session, which shall include but are not limited to, this MOU, a Union membership application, and a list of shop stewards.

If a represented employee misses the presentation made by the Union, the employee is required to attend a make-up session, of up to thirty (30) minutes, during regular work hours, onsite, and without loss of compensation. The make-up session shall be arranged and conducted by the Union.

The Court shall grant the Union's designated representative release time, including reasonable time for travel and set up, without loss in compensation, to conduct the orientation. The Union Representative conducting the orientation shall notify his/her supervisor three (3) business days in advance that he/she will be participating in the Union Orientation Presentation.

The Court will comply with Gov. Code sec. 3556, as amended. This code section requires that the Court will not disclose the date/time/place of the new employee orientation to anyone other than employees, the exclusive bargaining representative, and any vendors who are contracted to provide a service at the new employee orientation.

The Court shall not discourage an employee's participation in the Union's portion of the orientation.

The Court will comply with Gov. Code sec. 3550, as amended. This code section requires that the Court shall not deter or discourage employees or applicants from becoming or remaining members of the Union, or from authorizing the Union to represent them or from authorizing membership status/dues deduction.

5.4.2 - New Employee Information: For all new employees within the represented bargaining unit, the Employer will comply with Gov. Code sec. 3558, as amended. To comply with this code section, the Court will provide the Union a digital file via email (to the email address designated by the Union) containing the below-referenced required information (to the extent provided by the employee):

- Name.
- Job title.
- Department.
- Work location.
- Work, home and personal cellular telephone numbers.
- Personal email addresses on file with the Employer.
- Home address.

The Court will provide such information within thirty (30) days of the date of hire.

In accordance with Gov. Code sec. 3558, as amended, the Court will provide the Union three times a year (every one-hundred twenty (120) days), that same information for all bargaining unit employees.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Gov. Code section 3558 only, an employee may opt out via written request to the Court (copy to the Union) to direct the Court to withhold disclosure of the employee's home address; home telephone number; personal cellular telephone number; and personal email address.

Section 5.5 - Union Representative Leave of Absence

5.5.1 - Obligation to Provide Reasonable Leave

The Court will comply with Gov. Code sec. 3550, as amended. This code section requires that the Court grant to an employee within the represented bargaining unit, pursuant to the Union's request made at least twenty (20) Court days prior to the requested leave, reasonable leaves of absence without loss of compensation or other benefits. The purpose of this leave is to enable employees to serve as stewards or officers of the exclusive representative, or of any statewide or national employee organization with which the exclusive representative is affiliated.

5.5.2- Compensation During Leave

Compensation during the leave shall include retirement fund contributions, and the employee shall earn full service credit during the leave of absence and shall pay his or her member contributions for retirement. The leave shall include, but is not limited to, full time, part time, or periodic absence for purposes of fulfillment of the duties of an officer or steward.

At the conclusion of the leave, the officer or Steward shall have a right to reinstatement to the same position and work location they held prior to such leave without loss of seniority.

Following the completion of the leave of absence the Court shall provide the Union with certification of payment of compensation to the employee. The Union shall reimburse the Court for this compensation no later than thirty (30) days from the Union's receipt of the certification of payment.

5.5.3 - Miscellaneous

The leave of absence without loss of compensation or other benefits provided for by this section is in addition to any release time currently granted to representatives of the Union under the law or this MOU.

The Union has no obligation to use leave under this section for an employee and may terminate that leave any time and for any reason.

5.5.4 Liability During Leave

The Court shall not be liable for any act, or omission of, or injury suffered by any employee of the Court if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for the Union. To the extent that the Court nonetheless becomes liable for any such act, omission or injury, the Union shall indemnify and hold harmless the Court.

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

An employee shall be paid a salary within the monthly range, or rate or equivalent hourly rate, established for the class of position to which the employee has been appointed. The wage scale and job classifications as set forth in Appendix "A" attached hereto shall apply to all employees covered by this Memorandum of Understanding and shall be made a part thereof.

6.1.1 - General Wage Adjustment:

6.1.1.1 - The Court will apply a six percent (6%) negotiated salary increase (NSI) starting December 1, 2023 for all bargaining unit positions.

The Court will apply a three percent (3%) negotiated salary increase (NSI) starting December 1, 2024 for all bargaining unit positions.

The Court will apply a two percent (2%) negotiated salary increase (NSI) starting December 1, 2025 for all bargaining unit positions.

6.1.2.2- Towards the end of each fiscal year, the Court Executive Officer shall have the sole discretion to determine if, and in what amount, a one-time lump sum payment will be provided to all bargaining unit employees. If the Court Executive Officer determines that a one-time lump sum payment will be provided to all bargaining unit employees, the Court will distribute the one-time lump-sum payment in a pay period effective prior to the end of the fiscal year.

The Court Executive Officer's action pursuant to this section shall not be subject to the Grievance Procedure.

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments. Employees shall be paid on the last working day of each calendar month.

6.2.2 - Merit Advancement Within Range. An employee may be advanced after one year's service in a specific classification, and each year thereafter he/she serves in that specific classification, to the next higher step of the salary range approved for the class of position the employee fills if the employee has earned such advancement according to Section 7.3, Evaluations.

6.2.3 - Promotion. When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary or the top step of the new range if 5% increase cannot be achieved. An employee who is promoted shall have a new anniversary date as of the date of such promotion, for purposes of evaluation and step raise only.

6.2.4 - Demotion. When an employee is demoted to a position in a class with a lower maximum salary range than the previous class, the employee's salary shall be adjusted to the highest possible salary on the lower range for which the employee is eligible in terms of years of service, but which in no case exceeds or is equal to his/her existing salary. An employee who is demoted shall have a new anniversary date as of the date of such demotion, for purposes of evaluation and step raise only.

6.2.5 - Transfer. An employee transferred to a position in a class with the same range number shall receive the same salary the employee would be otherwise entitled to on the

date the transfer is effective.

6.2.6 - Position and Reclassification. The salary of the incumbent of a position which is reclassified shall be determined as follows:

6.2.6.1 - If the position is reclassified to a class with the same salary range, the salary of the employee shall not change.

6.2.6.2 - If the position is reclassified to a class with a higher salary range, the salary of the affected employee shall not be reduced from his or her current salary.

6.2.6.3 - If the position is reclassified to a class with a lower salary, the salary of the employee shall not change. In cases where the salary of the employee is greater than the maximum of the new range, said employee shall be Y-rated at their current salary.

6.2.7 - Pay upon Termination. An employee who terminates his/her employment with the Court shall receive all his/her outstanding pay within forty-eight (48) hours of his/her termination date.

Section 6.3 - Differentials/Allowances

6.3.1 - Educational Incentive Program. Employees shall be eligible for tuition reimbursement, to include books, lab fees, related course material and parking permits, up to a maximum of \$500 per semester provided they have received prior approval by the Court Executive Officer and successfully completed the requirements of the approved class. Employees shall be eligible for reimbursement provided the classes meet the objective defined in Section 8.3.6.

6.3.2 - Bilingual Pay Stipend. In recognition of certain language skills which can be beneficial to providing effective customer service, the Court will provide a language stipend to each employee who possesses such skills. This stipend will be based on the Court Executive Officer's determination on whether a language is eligible for a stipend and will follow the criteria below.

1. To be eligible for this stipend, employees must submit a written request to the CEO that identifies which language they speak and their current ability to speak the language fluently. Once the request has been submitted, the employee will be required to successfully pass a language skills test provided by the Court. Approval of this stipend is at the discretion of the CEO and may be rescinded at any time.
2. The bilingual pay stipend shall be paid in the amount of \$60.00 per pay period and will not be paid when the entire pay period consists of annual/sick and/or unpaid leave.
3. Employees shall be paid in the amount of \$60.00 per pay period regardless of the number of languages they speak.
4. Testing is not subject to the grievance procedure.

Section 6.4 - Benefits

6.4.1 - Insurance. The Court's monthly contribution level for various insurance shall be as follows:

	<u>2023</u>
Health:	\$525.00 \$799.44 *
Dental	\$46.10* \$40.10 *
Vision	\$8.60* \$8.60 *
Life	\$2.05 (single)/\$2.55 (double)** \$2.22 (single)/\$2.77 (double)**
SDI	100%
Option	\$425.00 ***

Effective 12/01/2023, the Court shall contribute to monthly healthcare premiums an amount equal to 100% of the lowest-cost Court sponsored health plan for employee only coverage, provided the mechanism to fund trial court employee benefits remains substantively consistent.

If the mechanism to fund trial court employee benefits changes and/or the Court's funding for benefits is reduced, the Court's contribution will remain at current contribution rate.

The Court shall notify the Union within a reasonable amount of time from when it becomes aware of the establishment of substantive changes to the mechanism to fund trial court employee benefits, and the parties shall thereafter meet and confer over such changes and their anticipated impact.

Employees may apply the balance of the Court's Health Insurance monthly contribution that exceeds the employee's actual premium cost to deferred compensation. It is the responsibility of the employee to notify the Auditor's office how to distribute these funds.

*The Court will cover 100% of premium increases for employee only dental and vision. The Court agrees to cover 100% of the premium increases for dental and vision through the term of this MOU up to a combined amount not to exceed \$15.00 per employee. If the monthly dental and vision premiums decrease below the amounts specified above, the Court is only responsible to contribute the actual monthly premium amounts.

**Life insurance will not be effective until employee is employed for the time required by the County administered Life Insurance Program.

***Effective 11/01/23, employees are given the sum of \$425.00 which they can apply to supplement health, dental and vision premiums and/or apply to deferred compensation or take in cash at their option. It is the responsibility of the employee to notify the Auditor's office how to distribute these funds.

6.4.2 - Maintenance of Benefits. The Court reserves the right to terminate or change any and all benefit programs as stated in Section 6.4.1, Insurance, provided that it replaces such plans with equivalent benefits. The Court shall meet and confer with the Union prior to any changes.

6.4.3 - Benefits Available During Leaves. During any leave under Section 8.3, Leaves, with the exception of the Federal Family and Medical Leave Act and/or the California Family Rights Act, an employee may carry through certain benefits while not on Court payroll, as follows:

6.4.3.1 - Life, Dental, and Vision. May be carried for 90 days while on leave. Employee must pay the total premium, including the Court's portion. The County Auditor must be notified and checks must be made payable to the Court.

6.4.3.2 - Health. May be carried while on leave. With the exception of Family Medical Leave as set forth in Court policy, the employee must pay total premium including the Court's portion. A form must be signed by the County Auditor's Office and checks must be mailed to the carrier.

6.4.3.3 - State Disability Insurance. Any employee who suffers a disability should obtain disability insurance information from the Auditor's Office.

6.4.4 - Retirement. The Court shall provide to covered employees retirement benefits under PERS known as the 2.7% at 55 retirement option based on the highest single year of annual income qualifying under the PERS contract. Employees hired on or after November 1, 2011, and before January 1, 2013, shall be provided retirement benefits under the 2%@55 retirement option based on the three year final compensation method of determining income qualifying under the PERS contract. Employees hired after January 1, 2013, shall be provided 2%@62 retirement option pursuant to the California Public Employees' Pension Reform Act (PEPRA).

Effective June 1, 2015, employees shall assume and pay four percent (4%) of each employee's standard contribution to PERS and the Court shall assume and pay four percent (4%) of each employee's standard contribution to PERS. Effective February 1, 2016, employees shall assume the remaining amount of each employee's standard contribution to PERS and the Court shall not pay any portion of the employee's standard contribution to PERS.

Two tier retirement health benefit vesting requirement, with new-hires effective February 1, 2007, vesting is as follows, as specified by PERS: At (age 50 and) 10 years of continuous employment with the Mariposa County Superior Court, 50% of the Court contribution; at 15 years of continuous employment with the Mariposa County Superior Court, 75%; at 20 years of continuous employment with the Mariposa County Superior Court, 100%. Per PERS' specifications, the Court's contribution must be the same as the State's contribution. Employees hired before February 1, 2007, who retire at age 50 with five years of continuous employment with the Mariposa County Superior Court will continue to get the Court contribution as provided in current Court policy.

6.4.5 - Longevity Pay. Longevity pay shall be granted to all regular Court employees covered by this Memorandum of Understanding.

6.4.5.1 - For ten (10) years of continuous service, a three percent (3.0%) pay increase to be effective on the tenth anniversary date of the employee.

6.4.5.2 - For fifteen (15) years of continuous service, a three percent (3.0%) pay increase to be effective on the fifteenth anniversary date for the employee.

6.4.5.3 - For twenty (20) years of continuous service, a three percent (3.0%) pay increase to be effective on the twentieth anniversary date for the employee.

Longevity pay shall be granted despite any pending step increases or range changes.

If, at the time of contract ratification, an employee on the current Court payroll has achieved any of the above milestones, the employee's pay will be adjusted accordingly. Said adjustment will be made beginning the first full pay period that begins on November 1, 2018.

6.4.6 - Workers' Compensation/State Disability

6.4.6.1 - Eligibility. Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act, or non-industrial injury leave when he/she is unable to perform services because of an injury sustained off the job.

6.4.6.2 - Compensation. An employee who is disabled as a result of an injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave, and his/her vacation time as when added to any disability indemnity payable under the Workers' Compensation Act or the State Disability Insurance Program will result in a payment to him/her of not more than his/her full salary.

6.4.6.3 - Usage. Leave time so utilized shall be prorated in relation to the difference between the disability indemnity pay and the employee's full salary and shall be charged to the employee from the employee's available sick leave, vacation, or comp time, at the employee's option.

ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

A new employee shall be on probation during the first twelve (12) months of employment with the Court. During this twelve-month period, the probationary employee's performance will be subject to continual evaluation and assessment, which may include periodic written evaluations. At any time during the probationary period, the Court may relieve the individual from employment with the Court without cause. If at the end of the probationary period, the Court Executive Officer believes the employee is doing the work satisfactorily, the Court shall so inform and evaluate the employee. The employee shall then have permanent status.

When an employee with probationary status is authorized paid leave, a leave of absence without pay, or a combination of paid leave and leave of absence without pay of more than 30 consecutive calendar days, the probationary period shall be extended for that employee by the number of consecutive calendar days of such absence.

Section 7.2 - Status of Permanent Employees

7.2.1 - Status of Permanent Employees who are Promoted or Transferred. An employee having permanent status who is promoted or transferred shall be on probation for six (6) months in the new position to which he/she has been promoted or transferred. During this probationary period, the employee shall be regarded as having permanent status in the former position. Managers and/or supervisors shall monitor the progress of the employee and offer suggestions for improvement if needed. If an employee fails to accomplish his/her work satisfactorily, the manager or supervisor may, at any time during the probationary period, relieve the individual from his/her duties in the new position.

Thirty (30) days before the end of the probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall be returned to the lower or lateral classification. If no vacancy exists in the lower or lateral classification, the provision of Article 12, Seniority & Layoff, shall apply.

All Court employees who attain permanent rank shall have served a twelve (12) month probation, regardless of possible promotion while serving as probationary employees.

Section 7.3 - Evaluations.

Probationary employees will be evaluated within 30 days immediately prior to or immediately following their six-month anniversary date of hire.

Permanent employees will be evaluated thirty (30) days immediately prior to or immediately following the employee's anniversary date and annually thereafter. If no such evaluation is made, it shall be assumed that the employee is performing satisfactorily, and if eligible

the step increase shall be awarded. If a manager evaluates an employee who is still eligible for step increases, and determines that the employee has not performed competently, the step increase may be denied. Such denial shall be subject to the grievance procedure.

7.3.1 - All employees shall be evaluated on a standardized personnel form. The Court and Union agree to meet and consult to establish a standardized evaluation form to be used throughout the Court.

Section 7.4 - Rights.

Probationary employees, including new employees and employees who have been promoted or transferred, shall have all rights afforded permanent employees under this Memorandum of Understanding, with the exception of the unsuccessful completion of the probationary period (termination, demotion, or return to former position), in which case the employee shall have no right to appeal such action to the grievance procedure. The Union recognizes that probationary employees may be released from Court employment without cause.

ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1- Working Hours

8.1.1 - Regular Hours. Court employees shall work forty (40) hours per week or its equivalent based upon the following existing schedules:

8.1.1.1 - An eight (8) hour workday, Monday through Friday from 8:00 a.m. to 5:00 p.m.; Alternative schedules may occur as operational needs arise, based on mutual agreement between the employee and the CEO and/or their designee.

8.1.1.2 - Flex schedules that have been approved by the Court.

8.1.2 - Rest Period. An employee will be provided a 15 minute rest period for every 4 hours of work. However, the break periods must be taken during the midpoint of the work period and not accumulated.

8.1.3 - Meal Periods. Employees shall be provided with an unpaid meal period of no less than 30 minutes and no more than 60 minutes in duration for each shift of 5 consecutive hours or more. If an employee is directed to perform work during such meal period, then the employee shall receive pay for the meal period as per FLSA requirements.

8.1.4 - Overtime. Employees are eligible for overtime and shall be paid at the rate of time and one-half (1 1/2) for any overtime in excess of forty (40) hours per work week or its equivalency, or shall be entitled to compensatory time off at the rate of time and one-half, at election of employee at the time of accrual. Supervisors will make every effort to see that overtime is offered on an equitable basis to those requesting to work overtime. Employees accruing compensatory time must take that time off within sixty (60) days of the end month in which the time was accrued, or the time will be paid at the time of payment of the next payroll. Time for which pay is received but not worked, such as vacation, sick and authorized compensatory time off, shall be counted toward the base period.

Section 8.2 - Schedule Changes.

Any change in working schedules, including days and hours to be worked and affected classes, shall be administered as follows:

8.2.1 - Proposed changes may be initiated by a manager or employee.

8.2.2 - The Court Executive Officer shall meet with the Union and affected employees regarding the proposed changes, if the work schedule change is intended to be in effect for more than one pay period. The parties shall meet at the earliest mutually agreeable date and attempt, in good faith, to reach agreement. Thereafter, either party may declare impasse. Notwithstanding this obligation, this process shall not be construed as a formal meet and confer session as defined in the Employee Employer Relations Rules.

8.2.3 - If agreement is reached, the Court Executive Officer shall make a recommendation regarding proposed schedule changes to the Court.

8.2.4 - If impasse is declared, either party may submit the dispute to the Presiding Judge no earlier than (30) days nor later than sixty (60) days thereafter. During this period, the parties shall meet at either party's request in order to resolve the dispute.

8.2.5 - The Presiding Judge shall make the final decision which is final and binding on all parties. The decision of the Presiding Judge is not subject to the grievance procedure.

Section 8.3 - Leaves

Leave provisions exist for the convenience of employees who must, or wish to, absent themselves from work for various reasons.

Employees who are absent from work must be on either an approved leave, sick leave, annual leave, or compulsory leave. Other absences are treated as absences without leave and are subject to disciplinary action. Sick leave, annual leave and compulsory leave will be requested and approved by use of the Court's standardized leave form.

8.3.1 - Annual Leave. Employees shall be entitled to vacation annually with pay. Employees shall earn vacation at the following rates:

At start of employment	10 days (6.67 hours/month)
Effective on the employee's third (3 rd) anniversary	15 days (10.00 hours/month)
Effective on the employee's fifth (5 th) anniversary	18 days (12.00 hours/month)
Effective on the employee's tenth (10 th) anniversary	23 days (15.33 hours/month)

Employees shall be entitled to take only that vacation time which has been earned.

An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by the Court Executive Officer within three (3) days of occurrence.

8.3.2 - Vacation Accrual. Employees may accumulate up to One Hundred and Sixty (160) hours of vacation without approval of the Court. With the approval of the Presiding Judge, and upon request in writing to the Court Executive Officer, the Court may allow employees to accumulate up to a maximum of Two Hundred and Eighty (280) hours. Employees requesting permission from the Court to accumulate more than One Hundred and Sixty (160) hours vacation, must make that request prior to accumulating One Hundred and Sixty (160) hours. Accumulated vacation may be taken between anniversary dates with the approval of the Court. No employee may take more than One Hundred and Twenty (120) hours vacation at one time without the approval of the Court. Employees who have accumulated One Hundred and Twenty (120) hours of vacation may request a cash out of up to 40 hours of vacation time once per year. Such cash out requests must be in at least one full day increments. Only one such request will be processed for any eligible employee in any one fiscal year.

Supervisors will make every attempt to respond to vacation requests and communicate their decision to approve or deny the request within ten (10) working days. In the event the request is denied, the supervisor will provide an explanation in writing for the denial. Requests for vacation shall be approved on a first come, first served basis. In the event 2 employees request the same time off and requests are both submitted at the same time, the more senior employee shall be granted the time off.

8.3.3 - Sick Leave. Employees shall be entitled to cumulative sick leave with pay at the rate of twelve (12) hours per month.

Sick leave provides compensation to employees who are unable to work because of the employee's own illness or injury.

Sick leave may be taken for the diagnosis, care, or treatment of an existing health condition of the employee or the employee's family member. Sick leave may also be taken for preventive care for the employee or the employee's family member. For purposes for this policy, "family member" is defined as the employee's spouse, registered domestic partner, child (including child of registered domestic partner), parent (including parent-in-law and stepparent), grandparent, grandchild, sibling, or a "designated person." For the purposes of this policy, "designated person" is defined as a person identified by the employee at the time the employee requests paid sick days. The employee is limited to one designated person per 12-month period for paid sick leave. Such leave for this purpose shall not exceed ten (10) working days per calendar year and requires authorization by the Court Executive Officer. If an employee reaches the ten (10) working day maximum under this section, s/he may request to use other accrued paid leave in order to continue to care for the immediate family member. The Court Executive Officer and/or his/her designee will review such requests and determine whether the Court has the ability to grant/schedule said request, taking into account the Court's operational needs.

The Court Executive Officer shall also permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose.

Doctor's note: The Court Executive Officer shall have the right to require a doctor's certificate showing that any employee under his/her jurisdiction is unable to perform the duties of employment by reason of illness. In the event that said certificate is not provided within three (3) days from the date of demand, the employee concerned shall not be entitled to receive compensation herein provided until such time as satisfactory proof is provided to the Court Executive Officer of the right to receive compensation for sick leave.

8.3.3.1 - Personal Necessity. Employees shall be entitled to use seven (7) days of paid sick leave allotment per year in case of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or weekends. The requested leave must be approved by the Supervisor in advance of the absence.

8.3.3.2 - Inclement Weather Leave/Emergency Leave. Where the weather conditions are of such severity that an employee is not able to reach a work assignment location, or an employee requests to come into work late and/or leave a work assignment location early to be able to return home, such absence shall be charged, at the option of the employee, either to vacation time, personal necessity, compensatory time off, or, where the employer and employee agree, or by working additional hours in the same work week that the delay occurred. Employees may charge such absence to leave without pay only if all vacation, personal necessity, and compensatory time off balances have been exhausted and approved by the CEO.

8.3.3.3 In the event of a formal state of emergency and/or emergency and/or when there is inclement weather, anticipated inclement weather, power outage, emergencies, or other unsafe or inadequate working conditions beyond the control of the court, that prevents employees from access to the court or access to return home court employees will receive their regular rate of pay titled emergency paid leave (not charged to their regular accruals.) Emergency paid leave will be issued at the Court's discretion, and only when the Court Executive Officer and Presiding Judge have determined that unsafe or inadequate working conditions exist to order a temporary interruption of the court's regularly provided services.

8.3.3.4 Payment of Accumulated Sick Leave. The Court shall pay the accumulated sick leave of an employee upon service retirement (excluding deferred retirement), disability retirement, or death as follows:

8.3.3.4.1 - After five (5) years of continuous service, twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.

8.3.3.4.2 - After ten (10) years or more continuous service, fifty percent

(50%) of his/her accumulated sick leave up to a maximum of four hundred eighty (480) hours.

8.3.3.4.3 - The Court will contract with PERS to provide for retirement credit for unused sick leave. The current cap on sick leave will be lifted; however, this cap (Section 8.3.3.2) will remain for current employees electing sick leave pay-off rather than service credit conversion. Employees hired prior to or on June 30, 1996 will have the option to elect payment for accumulated sick leave or credit for unused sick leave under Section 20862.8 of PERS; however, employees hired after June 30, 1996 will have the PERS program credit only.

8.3.3.4.4 - In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must apply for and be granted retirement pursuant to County's "Public Employees Retirement System" (PERS) contract, with the State of California.

8.3.4 - Bereavement Leave. The Court will grant bereavement leave to any employee who requires time off due to the death of an immediate family member or any person residing in the employee's household. For purposes of this policy, an employee's "immediate family member" is defined as the employee's spouse, registered domestic partner, child, parent, sibling, grandparent, and grandchild. Step-relatives and in-laws in the relationships listed are also considered immediate family members. Relatives of domestic partners are covered to the same extent as relatives of a spouse.

All regular full and part-time employees will be granted up to five (5) days paid time off over a 12-month period (following the date of death) for the death of an immediate family member as defined in this section.

All regular full and part-time employees will be granted up to three (3) days paid time off over a 12-month period (following the date of death) for the death of a grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

This bereavement leave benefit is only available to employees once in the 12-month period noted immediately above (i.e., the benefit is not available for multiple occurrences that take place within the same 12-month period). In the unfortunate circumstance that an employee encounters multiple family deaths within the same 12-month period, the employee retains the right to request to use other accrued paid leave in order to take more time off for the additional deaths. The other potential accrued paid leave includes the personnel necessity leave mentioned in Sick Leave Section 8.3.3.1, as well as Annual Leave under Section 8.3.1. The Court Executive Officer and/or his/her designee will review such requests and determine whether the Court has the ability to grant/schedule said request, taking into account the Court's operational needs.

Employees must take this leave in consecutive days, and will be paid only for days and hours they were scheduled to work.

If an employee wants additional time off relating to a death covered by this section, said

employee may, with approval, use other available paid leave to take that additional time off.

Upon request, employees must provide the Court with verification of the family member's death. The employee will provide verification within two weeks of the requested leave or as soon as practicable.

The bereavement leave referenced above cannot be carried over if not used within one (1) year of the date of death, and unused bereavement leave will not be paid out to the employee upon separation from the Court.

8.3.5 - Illness Leave. This type of leave may be used for any legitimate illness including temporary medical or psychiatric problems and is ordinarily only used when an employee is not eligible for or has exhausted his/her paid sick leave balance. An employee requesting such leave due to illness or disability shall use any accumulated sick leave prior to the requested beginning date of such leave.

Requests for illness leave must be accompanied by a statement from the employee's physician specifying the nature of the illness and the anticipated time of release for return to the active duty.

Immediately prior to, or at the time of, return to active duty, the employee must provide a statement from a physician certifying to the employee's physical and/or mental ability to resume the specific duties of the position. The Court Executive Officer may require the employee to submit to an examination at Court expense by a physician chosen by the Court.

The employee shall not be entitled to any compensation for this type of leave. Illness leave may be granted for a period of up to 12 months and may be extended upon approval of the Court. The 12 month period is in addition to the Federal Family and Medical Leave Act and/or California Family Rights Act. Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or California Family Rights Act, the employee shall receive benefits consistent therewith.

8.3.6 - Education or Training Leave. This type of leave is generally granted when the kind of education or training undertaken is likely to enhance the Court's capabilities to provide service to the public. Consequently the training should have as its objective either, 1) an increase in the effectiveness of the employee in a current job assignment or, 2) an enhancement of the employee's advancement possibilities within Court service.

The employee shall not be entitled to any compensation for this type of leave. Medical, dental and other insurance may be continued, but at no cost to the Court. Time on leave does not count towards seniority, and leaves exceeding one year will involve loss of seniority.

Education or Training Leave shall require written approval of the Court Executive Officer and shall not exceed one (1) year in duration unless the Court extends the leave upon request of the employee through the Court Executive Officer.

8.3.7 - Military Leave. Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has permanent status for military leave of absence can be honored by the Court Executive Officer only if the employee includes with the request a copy of the military orders. This request shall be submitted not less than fifteen (15) days prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents are submitted to the Court prior to the effective date of leave. The granting of leave and payment therefore are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The Court Executive Officer will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefore.

8.3.8 - Compulsory. If, in the opinion of the Court Executive Officer, an employee is unable to properly perform the duties of the position because of physical or mental reasons, such employee may be required to submit to an examination by a physician designated or approved by the Court. If the report of the physician shows the employee to be in an unfit condition to perform the duties, the Court Executive Officer may, subject to the approval of the Court, compel such employee to take sufficient leave of absence to fit the employee to perform the duties; however, the employee shall be entitled to use accumulated sick leave and annual leave before being placed on compulsory leave without pay.

8.3.9 - Maternity Leave. Pregnant employees are entitled to FMLA/CFRA/Pregnancy Disability Leave as provided by law. The employee shall give the employee's immediate supervisor a two (2) week notice of intent to return to work with the Court being allowed the option to consent to commencement for employment earlier than said two (2) weeks.

An employee who seeks maternity leave must notify the employee's immediate supervisor as early as possible and provide a statement from a California licensed physician certifying as to her ability to perform the duties of her position and indicating the anticipated delivery date.

An employee returning to work shall submit a physician's certificate that she is capable of performing the duties of her position.

8.3.10 - Jury Duty. Workers shall be allowed to take leave from his/her Court duties without loss of wages, vacation time, compensatory time, sick leave or worker benefits for the purpose of responding to a summons for jury selection or serving on a jury for which he/she has been selected. This right to take leave shall apply equally to all employees, including those working evening or graveyard shifts. An employee who is excused from having to serve as a juror will contact his/her supervisor and shall return to work for the balance of the shift. Those employees who work swing or graveyard shift and who are excused from having to serve as a juror will be expected to report for their assigned shift. An employee will turn over to the Court any compensation received for time involved in the jury selection process or serving on a jury on an employee's scheduled work day.

8.3.11 - Leave Without Pay. With the approval of the Court Executive Officer, an employee may be granted a leave of absence without pay for an indefinite period not to exceed 30 days. On expiration of the approved leave, the employee shall be reinstated to their same position. The Court Executive Officer may recall the employee from leave prior to its expiration should unforeseeable changes in operating requirements occur. During such leave without pay, the employee will not accrue seniority or benefits credits.

8.3.12 - Failure to Return from Leave at Scheduled Time. Failure to report for duty after a leave of absence has expired or has been disapproved or revoked may, at the option of the Court Executive Officer, be considered as absence without leave and subject the employee to disciplinary action unless such failure to report is for reasons beyond the physical control of the employee.

8.3.13 - Payment for Earned Annual Leave upon Termination. Upon termination, an employee shall receive pay for annual leave earned but which remains unused as of the date of termination.

8.3.14 - Court Business. No Court employee shall be docked any time by a manager while that employee is engaged in Court sanctioned business, including, but not limited to, serving on official Court committees, representing employee bargaining units while bargaining with the Court on behalf of employees.

ARTICLE 9 - HOLIDAYS

Section 9.1 - Legal Holidays

- 1) Judicial Branch holidays are established by Government Code 6700 and Code of Civil Procedure section 135, as amended. Employees will receive paid days off for those holidays, and holiday pay rates will apply if the Court directs employees to work on those days. Before the end of each calendar year, the Court will provide employees with a list of the Judicial Branch holidays for the upcoming year.
- 2) Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 1, 5, 7, 10 and 12 occurs.
- 3) Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 1, 5, 7, 10, and 12 above occurs.

Section 9.2 - Personal Holidays

9.2.1 - Personal Holiday. All Court employees are entitled to a personal holiday; all new employees of the Court are entitled to a personal holiday after their one-year (I-year) anniversary in the calendar year of their first anniversary date. The personal holiday must be taken during the calendar year in which it is earned, cannot be rolled over into the next year, and is subject to prior approval by the Supervisor.

9.2.2 - Additional Holiday. Every employee shall be entitled to take an additional holiday, the last working day before or the first working day after any Court legal holiday, subject to the employee's choice and prior approval of the employee's Supervisor.

Section 9.3 - Holiday Pay

Employees required to work on a holiday will receive 8 hours of straight time for the holiday, plus time and one half at the normal hourly rate for time worked.

ARTICLE 10 - TRAVEL EXPENSE REIMBURSEMENTS

Section 10.1 When it is necessary for employees to travel and incur expenses on Court business, it is the intent of the Court that those employees neither suffer a financial burden nor derive financial benefit as a result of that requirement.

Section 10.2 Actual and necessary business travel cost - including lodging, meals, incidentals, and travel - will be reimbursed with prior approval of the Court Executive Officer or designee consistent with the policies of the Judicial Council of California (JCC), as those policies may be amended from time to time. JCC travel policies will be distributed to all newly hired employees during new employee orientation.

Section 10.3 If the JCC amends its travel policies, including rate reimbursements, the Court agrees to provide the Union and all bargaining unit members with a copy of the JCC's relevant policies, memoranda and/or forms within thirty (30) days of the date the Court is made aware of amendment thereto.

Section 10.4 A travel expense advance of one hundred percent (100%) of estimated expenses for meals, lodging, registration, and transportation for travel shall be advanced to any Court employee, upon request of the employee and approval of the Court Executive Office involved in the request. A request for a travel expense advance must be made no later than fifteen (15) days prior to the event. At the time the request is submitted to the Court Executive Officer, a copy of the registration for the meeting shall be attached to the advance request and a copy of any pre- registration forms for the lodging and meals shall be attached to the advance request if such information is available. In the event the advance is not used because the employee failed to attend the particular event for which expenses would have been incurred, the employee shall immediately return the travel expense advance check or immediately reimburse the Court.

Travel advances shall be reconciled by the employee with the Court's Administrative Office within fifteen (15) days.

ARTICLE 11- RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 - Definition of Out-of-Class Work

Out-of-class work shall be defined as performing the significant duties, and assuming the major responsibilities, of a position in a higher and different classification. "Significant duties" are defined as those duties that are unique and clearly differentiated from those duties performed by an employee in their current classification.

Section 11.2 - Procedures

When it appears that there has been a significant change in the duties and responsibilities of a position, an employee may request a reclassification to an existing Court classification during the month of October. Such request shall be in writing, shall state the reasons for such request, and shall be submitted to the Court Executive Officer.

The Court Executive Officer shall consider such requests and recommend one of the following actions to the Presiding Judge:

11.2.1 - Deny the request and assign only those duties to the employee that are within the employee's current job description;

11.2.2 - Approve the request for reclassification;

11.2.3 - Deny the request for reclassification. At least 10 working days prior to the Court Executive Officer docketing his/her recommendation of one of these actions to the Presiding Judge, the Court shall give prior notice to the Union of all the reclassification requests affecting employees covered by this Memorandum of Understanding, and the recommendations to the Presiding Judge. A written summary of the Court Executive Officer's recommendation will be provided to the affected employee upon request from the affected employee.

The Court shall act upon the recommendations and shall communicate its decision to the employee and the Union within twenty (20) working days after receiving the request for reclassification.

The Union may appeal the decision of the Presiding Judge (11.2.3 only) to arbitration in accordance with step 3 of the grievance procedure. Prior to arbitration, the parties shall meet at either the Union's or the Court's request to attempt to resolve any disputed decisions.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be contained exclusively to the issue for whether or not the employee is working out of classification, as defined in Article 11, Section 11.1, Definition of Out-of-Class Work. In the event the arbitrator rules for the employee and Union, the Court shall either reclassify the employee as requested or assign only those duties to the employee that are within the employee's current job description.

Section 11.3 - General Conditions

11.3.1 - Effective Dates. In the event a reclassification request is approved by the Presiding Judge subsequent to either the Court Executive Officer's recommendation or the arbitrator's decision, the effective date for the change shall be the December 1 following the date of the request.

11.3.2 - Out-of-Class Payments. If the Court Executive Officer is directed to assign only those duties that are within the employee's current job description by the Presiding Judge, or if the Presiding Judge decides to remove the higher class duties subsequent to an arbitrator's decision in favor of the employee, the Court shall pay out of class pay, as described in Article 11, Section 11.4, Temporary Assignments.

11.3.3 - One Year Bar. If an employee's request is denied in arbitration, he/she shall be barred from filing another reclassification request during the month of October following the denial.

Section 11.4 - Temporary Assignments

Employees who are assigned out-of class work of a higher level permanent position on a temporary basis due to a vacation, illness, other type of short-term leave shall receive a salary rate increase to the next higher level for the time actually worked, provided that the total continuous assignment is eighty (80) working hours or more. Such increase shall be determined as if the assignment had been a promotion, and shall be effective from the first day of such an assignment.

Employees who are assigned out-of-class work as defined above, due to a vacancy or long-term leave and those employees who are performing out-of-class work, as defined above, in addition to their regular duties shall receive a salary rate increase to the next higher level for the time actually worked and shall not be subject to the eighty (80) hour rule.

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined

Seniority is defined as an employee's length of continuous service in a permanent position with the Court, in a classification covered by this Memorandum of Understanding. Permanent Part-Time Employees shall accrue seniority on a pro-rated basis.

Section 12.2 - Order of Layoff

When one (1) or more employees in the same classification in a department are to be laid off, the order of layoff in the affected department shall be follows:

- a) Extra help employees;
- b) Probationary employees in the inverse order of seniority;
- c) Permanent part-time employees in the inverse order of seniority;
- d) Regular full-time employees in the inverse order of seniority.

Section 12.3 - Notice of Layoff

Employees subject to the provision of this Article shall be given at least (30) calendar days written notice prior to the effective date of layoff, except in cases of bona fide emergency. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the Court to discuss any proposed alternatives. The procedures in Section 12.4 shall be applied prior to the effective date of the layoff.

Section 12.4 - Reassignment in Lieu of Layoff

12.4.1 - Vacant Positions. In the event of notice of layoff, an employee so affected will be allowed to transfer to a vacant position the Court has determined to be filled in his/her classification or any classification at the same or lower level in which the employee had formerly held permanent status. The Court shall provide a listing of appropriate vacancies and the employee may select from this list.

12.4.2 - Displacement. In the event there are no vacancies as listed in 12.4.1 above, the employee shall have the right, upon request, to be returned to any classification at the same or lower level in which permanent status had formerly been held, provided he/she has seniority over a current incumbent, and the regular layoff procedure in that same or lower level shall apply.

Section 12.5 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 12.4 above, he/she shall be laid off. If an employee elects not to exercise the rights in 12.4.2, Order of Layoff, he/she may be deemed to have been offered and to have declined such work unless the employee has a compelling reason for not accepting such position, as determined by the Court.

Section 12.6 - Re-employment List

12.6.1 - Recall. The names of such probationary and permanent employees reassigned or laid off in accordance with 12.4.2 or Section 12.5 of this Article shall be entered upon a re-employment list in inverse order as specified in Section 12.2. As positions from which employees were re-assigned or re-employed become open, they shall be filled from this list.

12.6.2 - Deletion from List. No name shall be carried on a re-employment list for a period longer than eighteen (18) months. Names shall also be dropped from the list upon re-employment under 12.6.1, Recall, above.

Section 12.7 - Seniority Accrual

Seniority shall continue to accrue while an employee is in paid status, or during illness leave due to industrial disability. Seniority shall be broken upon resignation, discharge for just cause, promotion out of the bargaining unit, failure to respond to a recall from layoff under 12.6.1 above, or absence without approved leave for three (3) or more consecutive days without adequate cause.

ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by the Court Executive Officer in accordance with this Article.

An employee shall have the right to have a Union representative present at any meeting with supervisors or management representatives when the employee has reason to believe that such meeting is disciplinary in nature. If requested, a Union representative will be provided as soon as reasonably possible, but in no event later than 48 hours from the notification by the Court to the employee that such meeting will occur. An employee may inquire prior to entering a meeting as to the nature of such a meeting.

One Representative shall be released from duty for the purpose of representing employees at meetings which are disciplinary in nature. Representatives shall be allowed a reasonable amount of time to conference with the affected employee prior to entering such meeting.

Nothing contained herein shall prevent the Court from taking whatever disciplinary action it may deem appropriate under Article 13 with the full understanding that such matters are subject to the grievance procedure as set forth in Section 14.3.

Section 13.1 - Just Cause

The Court shall discipline, suspend with or without pay, discharge, or demote a permanent employee for just cause only. The discipline shall be reasonably related to the seriousness of the offense. One or more of the following causes shall be grounds for suspension, demotion, dismissal, or discipline, of any permanent employee, including, but not limited to:

13.1.1 - Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:

13.1.1.1 - Falsification of application for work.

13.1.1.2 - False information regarding driver's license.

13.1.1.3 - False information regarding professional licenses, credentials, or certificates.

13.1.2 - Incompetence.

13.1.3 - Insubordination.

13.1.4 - Dishonesty.

13.1.5 - Improper use of drugs or alcohol including, but not limited to, the following:

13.1.5.1 - In possession of, under the influence of, alcohol beverages, while at work or in Court work areas.

13.1.5.2 - In possession of, under the influence of, or trafficking in habit-forming drugs and/or narcotics while at work or on Court property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code.

13.1.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow downs, or not available if officially on call.

13.1.7 - Misuse of Court property or damage to Court property resulting from misuse or negligence.

13.1.8 - Violation of a Court directive, rule or policy.

13.1.9 - Sexual harassment.

13.1.10 - Habitual tardiness.

13.1.11 - Excessive Absenteeism.

13.1.12 - Abuse of Leave.

Section 13.2 - Notice of Intent to Discharge, Demote, or Suspend

When the Court contemplates disciplinary action against a permanent employee, the concerned employee shall receive advance written notice of the proposed action.

13.2.1 - Said notice shall state the date the proposed action will be effective and the specific grounds upon which the action is being taken.

13.2.2 - Said notice shall inform the employee of his/her right to respond to the proposed action and of his/her right to receive a copy of the written materials alleged to support the action.

13.2.3 - An employee, upon receipt of proposed action, shall have ten (10) working days to respond to the proposed action.

13.2.4 - Said response may be made orally or in writing.

13.2.5 - Said response shall be made to the Court Executive Officer.

13.2.6 - When a response is made to a proposed disciplinary action, the Court Executive Officer shall consider said response prior to making a final decision regarding the proposed action.

Section 13.3 - Decision to Discharge, Demote, or Suspend

When the Court Executive Officer believes there is just cause for disciplinary action against an employee, the Court Executive Officer shall give the employee a written notice of the proposed action. Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. certified mail, postage prepaid, and addressed to the last known address of the employee. It is the employee's obligation to notify the Court of changes in address.

The notification to the employee shall contain the following:

13.3.1 - A statement of the cause (pursuant to 13.2 above) and of the specific acts and omissions upon which the disciplinary action is based.

13.3.2 - If it is claimed that the employee has violated a rule or regulation of the Court, a reference to the rule or regulation.

13.3.3 - A statement of the action proposed.

13.3.4 - A statement that the employee has a right to appeal such a decision and charges if demanded within 10 (ten) working days after service of this notice, starting at step two of the grievance procedure. Information to be provided to the Court Executive Officer is the same as outlined in Section 14.3.1 below.

Section 13.4 - Immediate Demotion or Suspension Without Pay or Benefits of Permanent Employee

If the Court Executive Officer determines that, pending the Appeal Procedures on the demotion, suspension or dismissal of a permanent employee, the immediate demotion or suspension of the employee without pay would be in the best interests of the Court, the following procedure shall be initiated prior to imposing the demotion or suspension:

13.4.1 - In addition to the written notice of the proposed disciplinary action as provided in Section 13.2, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference with the Court Executive Officer, and in writing.

13.4.2 - The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.

13.4.3 - The demotion or suspension action should be discussed prior to its occurrence at a conference with the Court Executive Officer, during which time the employee shall have the right to present any rebutting evidence.

Section 13.5 - Immediate Interim Suspension

Nothing in this section shall be construed to prohibit an immediate interim suspension prior to notice and a conference where an immediate suspension is required to protect persons or property in accordance with the following procedures provided such suspension is with pay until procedures in Section 13.4 have been followed.

13.5.1 - The suspended employee is given written notice in person or by deposit in U.S. certified mail to the charges upon which the suspension was based within one (1) working day after suspension.

13.5.2 - The employee is notified of his/her right to file a written response or to have a conference with the Court Executive Officer.

13.5.3 - A reasonable opportunity is afforded the employee for a conference within five (5) calendar days from the date of suspension.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Definitions

14.1.1 - A "grievance" is an allegation by one or more employees or the Union that the Court has violated an express provision of this Memorandum of Understanding.

14.1.2 - A "supervisor" is an administrator having immediate jurisdiction over the grievant.

14.1.3 - "Working day" shall mean days in which the Court offices are open for business.

Section 14.2 - Pre-Grievance Step

14.2.1 - Potential grievances shall be discussed in informal conferences between the employee and the immediate supervisor outside of the bargaining unit. At least one informal meeting between parties shall take place before the grievance procedure is invoked.

14.2.2 - If the potential grievance is not resolved at this step, then the aggrieved employee may declare that a grievance exists and the provisions of this Article will be implemented.

14.2.3 - Any resolution reached at the pre-grievance step must be in accordance with the provisions of this Memorandum of Understanding.

Section 14.3 - Formal Grievance

14.3.1 - Step One. Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the Court Executive Officer or his/her designee. The grievance form shall contain information which identifies:

- 1) The aggrieved;
- 2) The specific nature of the grievance;
- 3) The time or place of its occurrence;
- 4) The section of this Memorandum of Understanding alleged to have been violated;
- 5) The consideration given or steps taken to secure informal resolution;
- 6) The corrective action desired.

A decision shall be made in writing within ten (10) working days of receipt of the grievance. A copy shall be sent to the Union and this copy shall dictate time limits.

A meeting shall take place if it is agreed by the parties that such a meeting would assist to clarify or resolve the grievance. The employee may be accompanied by his/her union representative at the meeting.

14.3.2 - Step Two. If the grievant is not satisfied with the step one decision, he/she may appeal the decision in writing to the Presiding Judge or his/her designee within ten (10) working days after receiving a written decision at step one.

The Presiding Judge or his/her designee shall meet with the grievant within 10 working days after receiving the grievance. The grievant may be accompanied by his/her union representative. Additional meetings may be held as per mutual agreement.

The Presiding Judge or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after concluding the appropriate meetings with the grievant. Such decision shall be final and binding on the grievant and the Union unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 14.3.3.

14.3.3 - Step Three - Arbitration. Any grievance, as defined in Section 14.1 of this Memorandum of Understanding, that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union with written notice of intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after receipt of the written answer of the Court at Step 2 of the grievance procedure shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Court at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the Court, and the Union.

The Court and the Union shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service.

When the Parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The Parties shall flip a coin to determine who strikes first. The Parties will alternate the flipping of the coin.

The arbitrator shall be requested to render his/her decision within thirty (30) working days of the hearing, receipt of the transcription, or the briefs.

The Parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the Union and the Court.

14.3.4 - Arbitrator Authority. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Memorandum of Understanding at issue between the Union and Court. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding; to impose on either party a limitation or obligation not explicitly provided for in Memorandum of Understanding; or to establish or alter any wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Court and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on aggrieved employee, the Union and the Court.

Section 14.4 - Miscellaneous Provisions

14.4.1 - In the absence of managers required to render decisions as outlined in the procedures, the Court Executive Officer shall appoint a substitute.

14.4.2 - Employees shall have the right to present their own grievances or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Union, or by the Court. No grievance settlement may be made in violation of this Memorandum of Understanding.

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step two without written concurrence of the Union.

The Union shall have the right to appear and be heard in all individual or group grievances at any step.

14.4.3 -Time limits may be extended or waived only by written agreement of the Parties. If either party fails to comply with the grievances time limits, the grievances shall be settled in favor of the other party. If, as a result of such action the Parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided in this Article and the arbitrator shall fashion an appropriate remedy.

14.4.4 - It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the Court until such grievance and any effect thereof shall have been fully determined.

ARTICLE 15 - PERSONNEL FILES

Section 15.1 - The Court shall maintain a personnel file for each employee in a central location. Personnel files contain private and confidential information and shall be maintained in a secure manner.

Section 15.2 - An employee shall have access to his/her personnel file, upon request, at any time during normal office hours providing the request is reasonable and is made at a time previously approved by immediate supervisor. Employees shall also have the right to review his/her personnel file.

Section 15.3 - Access to personnel files shall be limited to the employee, the employee's immediate supervisor and/or Court Executive Officer, Court legal counsel, and the Presiding Judge. The Court's designated payroll processor will also have access to relevant personnel documents to administer employee pay and benefits. Upon written authorization by the employee, a representative of the Union shall be permitted to examine and/or obtain copies of the materials in such employee's personnel file. The signed authorization shall be kept in the file.

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of eighteen (18) months, and annually thereafter.

ARTICLE 16 - SAFETY

The Court agrees to make all reasonable provisions for the safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The Court shall take affirmative steps to investigate the problem, determine its extent as soon as possible, and make the appropriate remedy where needed; no employee shall be exposed to unsafe conditions pending their correction. No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist. Safe working practices and safety regulations shall be adhered to by the employee and the Court. The failure of any employee to follow the safe working practices, safety rules, and/or regulations can lead to disciplinary actions provided employees are properly informed of such practices, safety rules, and/or regulations.

ARTICLE 17 - NO STRIKE/NO LOCKOUT

Section 17.1 - The Court and the Union recognize that strikes and other forms of work stoppage by members of the recognized employee organization are contrary to the continuity of Court operations. The Court and Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Union therefore agrees that there shall be no strikes, sympathy strikes, work stoppage, or other refusal to perform work by the employees covered by this Memorandum of Understanding. The Court agrees that, unless there is a strike, sympathy strike, work stoppage, or other refusal to perform work by employees covered by this Memorandum of Understanding, there shall be no lockouts of its employees, during the term of this Memorandum of Understanding.

For purposes of this section, "sympathy strike" is defined as a situation where the striking Court employees have no direct grievance against the Court, but withhold services to the Court in order to support or aid workers who are employed by, and on strike against, a separate employer.

A Court employee may join a picket line or otherwise actively support these non-Court employees before or after Court working hours, or during Court operating hours while on an approved Court break or meal period; such activity is not considered a "sympathy strike" in violation of this section.

Section 17.2 - It is agreed that the grievance machinery of this Memorandum of Understanding, the dispute settlement machinery provided in the Employer Employee Relations Rules, and the judicial and administrative remedies provided by law, are the sole and exclusive means for settling any dispute between the employees and/or the Union and Court whether relating to the application of the Memorandum of Understanding or otherwise.

Section 17.3 - In the event of any such action or interference, the Union shall take whatever affirmative action necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

Section 17.4 - Notwithstanding the above, it is agreed by the Parties that employees shall have the individual right to refuse to cross a picket line sanctioned by the Central Labor Council.

ARTICLE 18 - ENTIRE AGREEMENT

Section 18.1 - It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and any other prior-to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded, or terminated in their entirety. This Memorandum of Understanding shall govern in case of conflict with provisions of existing Court rules, practices, and regulations pertaining to wages, hours and other terms and conditions of employment.

Section 18.2 - During the term of this Memorandum of Understanding, both Parties waive and relinquish the right to meet and negotiate and agrees that neither Party shall be obligated to meet and renegotiate with respect to any subject or matter covered in this Memorandum of Understanding, including such subjects or matters that were proposed and later withdrawn.

Section 18.3 - Each Party understands that only the Court has the authority to bestow additional benefits on employees covered by this Agreement. The Parties, therefore, agree that regardless of the action of any Court Executive Officer, elected official, or employee supervisor, only the employee benefits contained in this Agreement, or an appropriate written amendment to this Agreement, shall be binding on the Court.

Section 18.4 - The Court agrees to give Union adequate notice of proposed changes in policy, rules, and procedures affecting working conditions, and to meet and confer with the Union on these changes upon request, unless otherwise agreed to in this Memorandum of Understanding.

ARTICLE 19 - SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum extent permitted by law but all other provisions or applications shall continue in full force and effect.

In the event of suspension or invalidation of any article or section of this Memorandum of Understanding, by a court of competent jurisdiction, the parties agree to meet and confer within thirty (30) days after such determination for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 20 - DURATION

This Memorandum of Understanding (MOU) shall become effective on December 1, 2023, or upon ratification (if ratification takes place after November 30, 2023) and shall continue in full force and effect through November 30, 2026.

For Articles that must be updated through the Court's Payroll Processor (6.1.2, 6.4, and 8.3.1), the new terms will only take effect in the current month if the Court is notified of the ratification of this agreement before 5:00 p.m., on the 8th of that month. For example, if ratification takes place after December 8, 2023, the new terms would apply to the pay period that begins on January 1, 2024. If the ratification takes place after January 8, 2024, the new terms would apply to the pay period that begins on February 1, 2024.

This Memorandum of Understanding concludes meeting and negotiating on any subject between the parties, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding, except as per Article 18.4.

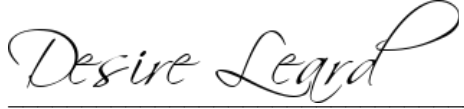
ARTICLE 21 - LABOR MANAGEMENT COMMITTEE

Within a reasonable time period, but no more than 60 calendar days from the date of ratification of this agreement, the Court and Union will establish an Employee-Court Labor Management Committee (LMC) consisting of two (2) employee members designated by the Union and two representatives designated by the CEO. The Union's Internal Worksite Organizer may also attend these meetings. Subject to management approval taking into consideration operational needs, the parties may by mutual agreement invite other employees, not to exceed three (3) additional employees, who have specific knowledge of issues discussed by the LMC to present information or participate in the LMC's discussions.

The LMC will meet three times per year, unless otherwise mutually agreed. An agenda packet will be made available one week prior to any meeting specifying any issues that will be addressed. Failure to include a matter on the agenda exchanged one week prior to the meeting will result in the matter not being addressed at said meeting, unless the parties mutually agree to amend the agenda.

The purpose of the LMC is to identify processes that will lead to improved service, delivery, efficiency, staff training needs, and to assist in avoiding court-staff disputes that might result in grievances or unfair practice charges. It is recognized that the LMC is not an appropriate forum to address individual personnel matters, nor to address matters subject to meet and confer obligations or the grievance procedure. Participation in the LMC will in no way erode Court management rights.

For the Court:



Desire Leard, Court Executive Officer
Mariposa County Superior Court

06/04/2024

Date



Jessica Archer, Court Negotiator

05/28/2024

Date

For the Union:



Kevin Smith, Internal Organizer
SEIU Local 521

05/28/2024

Date



Kelly Estep, Court Clerk II
Mariposa County Superior Court

05/28/2024

Date



Charlotte Lira, Court Clerk II
Mariposa County Superior Court

05/28/2024

Date

Appendix "A"

General Employee Job Classifications and Salary Grades

Effective 12/1/2023

CLASSIFICATION	Grade	Step	Hourly Range	Monthly Range	Annual Range	Group Code
Court Clerk I	711	1	19.043	3,300.79	39,609.44	CU
	711	2	19.997	3,466.15	41,593.76	CU
	711	3	21.000	3,640.00	43,680.00	CU
	711	4	22.050	3,822.00	45,864.00	CU
	711	5	23.151	4,012.84	48,154.08	CU

Effective 12/1/2023

CLASSIFICATION	Grade	Step	Hourly Range	Monthly Range	Annual Range	Group Code
Court Clerk II	712	1	20.615	3,573.27	42,879.20	CU
	712	2	21.650	3,752.67	45,032.00	CU
	712	3	22.728	3,939.52	47,274.24	CU
	712	4	23.866	4,136.77	49,641.28	CU
	712	5	25.059	4,343.56	52,122.72	CU

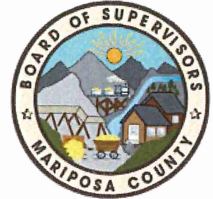
Effective 12/1/2023

CLASSIFICATION	Grade	Step	Hourly Range	Monthly Range	Annual Range	Group Code
Court Clerk III	713	1	22.786	3,949.57	47,394.88	CU
	713	2	23.922	4,146.48	49,757.76	CU
	713	3	25.118	4,353.79	52,245.44	CU
	713	4	26.376	4,571.84	54,862.08	CU
	713	5	27.695	4,800.47	57,605.60	CU



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-275

MEETING: July 2, 2024
TO: The Board of Supervisors
FROM: Luis Mercado, Auditor
RE: Adopt a Resolution Establishing Health Insurance Contributions for Current Retirees to be Effective September 1, 2024

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Establishing Health Insurance Contributions for Current Retirees to be Effective September 1, 2024.

The Mariposa Superior Court and Service Employees International Union (SEIU) have finalized negotiations on a new Memorandum of Understanding (MOU) effective December 1, 2023. One of the provisions of the new MOU is to increase the health benefits for Court SEIU employees to a \$799.44 per month flat rate. This agreed upon amount will also impact current retirees as CalPERS law requires that the amount contributed for health insurance to active employees must equal the health insurance amount contributed to retirees. Currently, there is one retiree on the health billing roster whom this change would affect, increasing the monthly contribution from \$695 to \$799.44. Health costs for court retirees are reimbursed to the County by the State of California, so this change will not have a financial impact on the County.

Government Code Section 22892(a) provides that a contracting agency subject to the Public Employees' Medical and Hospital Care Act must fix the amount of the employer contribution for health by formal resolution. The resolution form attached is the approved form designated by CalPERS to change the monthly employer health contribution for employees and annuitants of a contracting agency.

This resolution does not apply to Elected and Appointed officials hired by the County on or after May 1, 2007 or to all other County employees hired on or after February 1, 2007. These employees are subject to the vesting schedule as regulated by Government Codes section 22893 as mandated by Board Resolutions 06-573 and 07-135.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved resolution 2023-26 establishing health insurance contributions for retirees effective March 1, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

By not approving this resolution, the County would be providing a different health contribution amount to active and retired employees belonging to the Court SEIU bargaining unit.

FINANCIAL IMPACT

No financial impact on the county as retiree health costs for court employees are paid by the State of California.

ATTACHMENTS

1. **2024 CalPERS Health Benefit Resolution**
2. **Courts SEIU Signed MOU effective 12-1-2023**
3. **Resolution 2023-026 Court Health Increase**

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 NO. 2024-275
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

- WHEREAS, (1) County of Mariposa is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution
001 ELECTED & APPT OFFICIALS	No Change
002 MANAGEMENT & CONFIDENTIAL	No Change
003 GENERAL EMPLOYEES (SEIU)	No Change
004 SHERIFFS DEPUTIES & JAIL	No Change
005 SHERIFFS MANAGEMENT	No Change
006 COURT EMPLOYEES	\$799.44
007 COURT MANAGEMENT	No Change
101 ELECTED & APPT OFFICIALS (Retired prior to 01/01/2013)	No Change
102 MANAGEMENT & CONFIDENTIAL (Retired prior to 01/01/2013)	No Change
103 GENERAL EMPLOYEES (SEIU) (Retired prior to 01/01/2013)	No Change
104 SHERIFFS DEPUTIES & JAIL (Retired prior to 01/01/2013)	No Change
105 SHERIFFS MANAGEMENT (Retired prior to 01/01/2013)	No Change
106 COURT EMPLOYEES (Retired prior to 01/01/2013)	\$799.44
107 COURT MANAGEMENT (Retired prior to 01/01/2013)	No Change

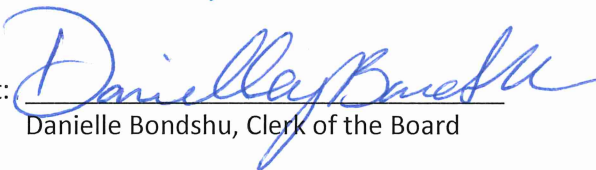
plus administrative fees and Contingency Reserve Fund assessments; and be it further

- RESOLVED, (b) County of Mariposa has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

- RESOLVED, (c) That the participation of the employees and annuitants of County of Mariposa shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that County of Mariposa would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Miles Menetrey, Chair of the Mariposa County Board of Supervisors, to file with the Board a verified copy of this resolution, and to perform on behalf of County of Mariposa all functions required of it under the Act; and be it further
- RESOLVED, (e) That coverage under the Act be effective on September 1, 2024.

Adopted at a regular meeting of the County of Mariposa Board of Supervisors at Mariposa County Board Chambers, this 2nd day of July 2024.

Signed: 
Miles Menetrey, Chair Board of Supervisors

Attest: 
Danielle Bondshu, Clerk of the Board

Approved
as to Form: 
Steven W. Dahlem, County Counsel



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-488

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Miles Menetrey, District V Supervisor
RE: Ratify Letter of Support for "Need to Adopt Wildfire Task Force's Wood Utilization Strategy"

RECOMMENDATION AND JUSTIFICATION

Ratify Letter of Support for "Need to Adopt Wildfire Task Force's Wood Utilization Strategy"
(Supervisor Smallcombe)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has routinely ratified letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not support the letter, individual Board members may write their own letters of support for the cause.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Wood Utilization Strategy Draft 9_14_23
2. Coalition letter to Gov Newsom re WUP

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

Governor's Wildfire and Forest Resilience Task Force Wood Utilization Strategy

September 2023 Draft

Executive Summary

California faces a daunting challenge in achieving its wildfire, climate, and landscape resilience goals: making productive use of the tremendous volumes of woody biomass generated from vegetation treatments across the state. The lack of markets for low-value wood and biomass threatens progress toward the state and federal target of collectively treating one million acres annually by 2025, and the current primary disposal method, pile burning, increases fire risk and generates significant air pollution and greenhouse gas emissions that jeopardize the state's air quality and climate change goals.

To address these challenges, the California Wildfire and Forest Resilience Task Force (Task Force) established a stakeholder-driven work group in the fall of 2022 to develop a Draft Wood Utilization Plan (Draft Plan). The Draft Plan builds upon current state and federal programs and investments, and proposes several new initiatives to remove supply barriers, expand the state's wood processing capacity, and generate new low-carbon markets for forest materials.

The primary goal of this strategy is to help create and expand new markets for durable wood products such as lumber and mass timber, and for advanced biofuels such as clean hydrogen, biomethane, and sustainable aviation fuel. These pathways are essential to align state and federal forest health strategy with related air quality, climate change, energy, and rural economic development goals and mandates.

In the near-term, state, and federal agencies will set the stage for this approach through ongoing strategies to develop more reliable wood supply, by continuing to invest in new wood processing facilities, and by developing a transition strategy to retrofit and maintain existing biomass to electricity facilities, currently the primary market for low-value biomass in California, until new long-term low-carbon pathways are commercialized at scale.

And finally, to align the efforts of nearly a dozen state and federal agencies involved in wood utilization programs and improve statewide efforts to address these challenges, the Draft Plan includes a new Woody Biomass Utilization Hub, a Strike Team, and a Permitting Coordinator to help lead and coordinate the state's efforts.

Goals

The original focus of the Draft Plan was to facilitate achievement of the million-acre treatment target by increasing California's wood processing capacity, but increased wood utilization can also help fulfill a broad range of state and federal forest health, climate change, air quality, energy reliability, and rural economic development goals and mandates. These mandates include:

- **The California Wildfire and Forest Resilience Action Plan (Action Plan)**, which calls for a comprehensive wood utilization plan to help achieve the state's million-acre treatment target.
- **The USDA 10-Year Strategy to Confront the Wildfire Crisis (Wildfire Crisis Strategy)**, which highlights the need for wood and biomass markets and outlets to be developed alongside increased fuels reduction and forest health treatments.
- **The California Air Resources Board (CARB) 2022 Scoping Plan for Achieving Carbon Neutrality (Scoping Plan)**, which calls for the beneficial use of forest waste to achieve the state's 2030 and 2045 Carbon Dioxide Removal (CDR) targets. The Scoping Plan emphasizes the importance long-lived products, such as building materials, and energy uses coupled with carbon capture and storage.
- **Building the Electricity Grid of the Future: California's Clean Energy Transition Plan**, which provides a roadmap for attaining the state's energy goals, including 100% clean electricity by 2025. As described below, bioenergy can play a key role in fulfilling the targets and mandates of this strategy by providing firm, renewable power, and grid reliability in rural forested areas.
- **Community Economic Resilience Fund (CERF)**, a joint effort of the Governor's Office of Policy and Research, Business and Economic Development, and Labor and Workforce Development Agency, to support resilient, equitable, and sustainable regional economies.



Targets

The California Air Resources Board (CARB), as part of its 2022 Scoping Plan Update, estimates that roughly 5 million bone dry tons (BDT) of additional biomass residue could be available annually from one million acres of forest health and wildfire resilience treatments. The Scoping Plan also assumes that larger quantities of biomass would be available (e.g., 8.3 million BDT/year) if the state is able to increase forest health and wildfire treatments beyond one million acres.

In addition to biomass (tops, limbs, slash, and small trees), 500-2,000 million board feet (MMBF) of additional sawtimber could also be produced annually if a million acres are treated each year. California's current wood and biomass processing capacity is too small to accommodate this influx in material and lacks the infrastructure to make use of biomass residues and small-diameter trees. This capacity shortage threatens progress toward meeting California's million-acre target and related carbon storage goals as well as degrades air quality and increases wildfire risks associated with pile burning of forest waste.

This Plan sets two provisional statewide biomass utilization targets:

1. Increase statewide industry capacity to process five million BDT of forest sourced biomass per year by 2030, an ambitious five-fold increase in the amount of forest-derived biomass utilized today; and
2. Increase state sawmill capacity by an additional 200 MMBF by 2030, with a focus on reopening or building mills in underserved forested regions of the state.

As shown below (figure 1), these targets will be met through a combination of strategies focused on supporting markets and processing capacity for biomass to electricity, durable wood products, clean fuels, and other innovative wood-based products. These strategies have high potential to provide markets for the byproducts of forest management and help meet the state's climate goals and energy needs. In addition, thriving forest-based industries provide living wage jobs, low-carbon products, and economic value to communities.

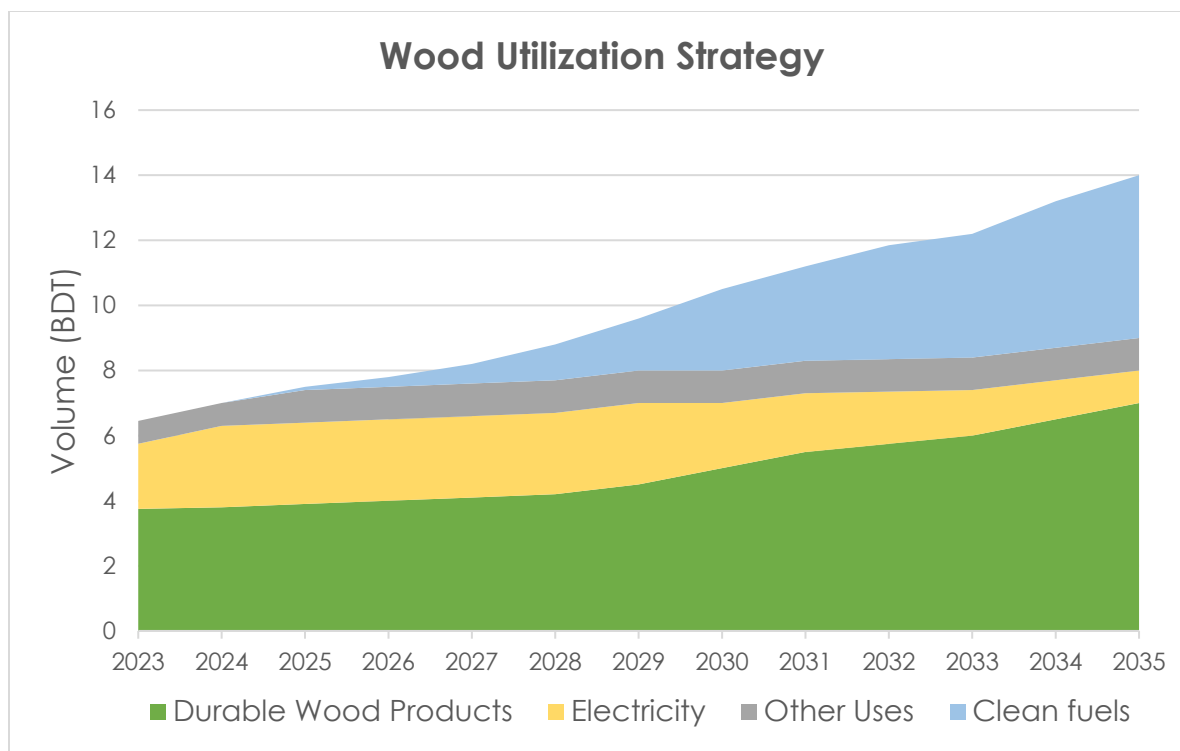


Figure 1- Projected wood utilization volumes by product type. Volumes include projected utilization of all forest-derived biomass, including sawtimber, processing residuals, and forest management waste such as tops, limbs, slash and small trees. Starting numbers derived from preliminary results from 2021 census of primary forest products manufacturers in California, conducted by the Bureau of Business and Economic Research at the University of Montana on behalf of the U.S. Forest Service's Forest Inventory and Analysis (FIA) Timber Product Output (TPO) program.

Actions

To meet these ambitious targets, the Plan includes actions in each phase of the wood utilization process, from wood supply to processing capacity and market development.

1. Streamline Wood and Biomass Supply

One of the most persistent barriers to private investment in wood processing infrastructure is predictability of raw material supply. The actions in this section are intended to improve predictability and accessibility of wood and biomass supply and facilitate the connection between forest management and markets in California.

- a. **Develop Regional Wood Availability Assessments and Wood Utilization Targets:** The Task Force will work with its agency partners to incorporate biomass availability and investment planning into the regional forest management strategies and plans under development as part of the 2024 Update of the Action Plan, the USFS Wildfire Crisis Strategy, the state's Regional Forest and Fire Capacity Program, and related regional planning efforts. [\[2024\]](#)
- b. **Improve Accessibility of Biomass from Federal Land:** USFS Region 5 will expand on the existing practices to improve accessibility of biomass from National Forests in California, including increasing use of innovative partnership and contracting mechanisms that can lower the cost of biomass removal; communicating annual available biomass volumes to interested end use facilities; and including biomass volumes as timber subject to agreement, or required removal, in all timber sale and mechanical fuels contracts where biomass removal is physically feasible. [\[Ongoing\]](#)
- c. **Facilitate Woody Biomass Aggregation:** The Office of Planning and Research (OPR), in coordination with the Wood Utilization Work Group, will review the results of its [Woody Feedstock Aggregation Pilot Program](#) and develop recommendations for the next phase of the program. [\[End of 2024\]](#)
- d. **Address Transportation Costs:** The US Forest Service and California Department of Forestry and Fire Protection (CAL FIRE) will assess performance and develop recommendations on their respective biomass transportation pilot programs. State agencies will require the incorporation of biomass removal costs into their forest treatment grant programs where materials are accessible. [\[End of 2023\]](#)
- e. **Develop a Biomass Tracking System:** The Department of Conservation, in coordination with the California Board of Forestry and Fire Protection (BOF) and CARB, will develop a tracking system to trace and authenticate forest biomass origins for the Low Carbon Fuel Standard (LCFS) and other programs. [\[End of 2024\]](#)

2. Expand Wood and Biomass Processing Capacity

Increasing the capacity of industries that can process logs and biomass into valuable products is critical to meet the state's forest restoration, climate resilience, and economic development goals. However, building a new industrial facility in California comes with challenges including financing,

permitting, and workforce availability. The five actions in this section will help facilitate new business development in California's forest products sector.

- a. **Establish Interagency Biomass Utilization Strike Team: (Placeholder to be coordinated with the Governor's Infrastructure Strike Team)** The Wood Utilization Work Group will form an interagency strike team to align State and federal resources, with a goal of accelerating the establishment or re-opening of at least 5 new wood processing facilities in forest-dependent rural California communities by December 31, 2024. [\[End of 2024\]](#)
- b. **Maintain State Financial Support for Business Development:** Subject to the availability of funds, the state will maintain support for both CAL FIRE's Business and Workforce Development Grant Program and IBank's Climate Catalyst Fund. [\[Ongoing\]](#)
- c. **Streamline the California Environmental Quality Act (CEQA) for Certain Wood Utilization Facilities:** OPR will amend the CEQA guidelines to create a categorical exemption for projects that utilize forest biomass waste located on properties zoned as industrial. [\[2023\]](#)
- d. **Establish a Permitting Coordinator and Council:** OPR will establish a state biomass coordinator to accelerate and coordinate the permitting and environmental review process of priority projects. [\[Pending availability of funds\]](#)
- e. **Offer California Competes Tax Credits:** GO-Biz will allocate \$10 million of the California Competes Tax Credit in 2024, and up to \$30 million by 2028, to qualifying businesses utilizing forest-sourced woody biomass waste and supporting wildfire resilience efforts. [\[FY 2024-25\]](#)
- f. **Establish a Woody Biomass Utilization Hub:** The Department of Conservation will establish a Woody Biomass Utilization Hub to align state agency actions to oversee implementation of this plan and accelerate development of new low-carbon wood product and bioenergy facilities and markets. [\[2024, pending availability of funds\]](#)

3. Develop and Expand Markets

New markets for wood and biomass including low-carbon biofuels, mass timber and other innovative wood products have potential to unlock significant carbon benefits while providing an outlet for woody biomass produced from increased

forest treatments. The actions in this section facilitate market development and research for emerging innovative wood products and low-carbon energy from biomass generated from forest health treatments.

Wood Products: New markets for wood, including mass timber products, have significant potential to help California reach its climate goals by decarbonizing new construction, providing solutions for affordable housing, and unlocking an emerging market for California's wood products. In addition to mass timber and engineered wood products, a variety of other wood-based building materials, including composite boards and wood fiber insulation have strong market potential in California. To become a leader in forest-based low-carbon building materials, California needs to build markets and manufacturing capacity for innovative wood products. The Draft Plan includes the following actions:

- a. **Establish California Mass Timber Implementation Program:** Go-Biz will coordinate the development of a state mass timber implementation program. The program will establish carbon-based performance standards, update building codes, accelerate the development of advanced wood building materials fabrication facilities, and promote affordable-by-design housing that uses California-sourced advanced wood building materials. [\[End of 2024\]](#)
- b. **Support Innovative Research and Development of Pilot- and Community-Scale Wood Processing Facilities:** The Energy Commission will support, through its Climate Innovation Program, funding for biomass energy and wood products/building decarbonization research and technology to establish the state as a hub for leadership and innovation in renewable energy and engineered, carbon-storing wood products. [\[Ongoing\]](#)

Renewable Electricity:

Over the past decade the state has established two biomass to electricity programs that require Investor Owned Utilities to purchase a small portion of their power from large (BioRAM) and small (BioMAT) facilities that use forest biomass. These programs were established to provide markets for low-value biomass from high hazard areas, but also to reduce emissions from pile burning and promote rural grid reliability and economic development.

Bioenergy represents the only large market for forest biomass waste in California, with cogeneration facilities at sawmills and stand-alone powerplants with BioRAM contracts capturing at least 70% of the state's nearly 3 million bone dry tons (BDT) of forest-derived woody biomass utilized annually, including

processing residuals and forests management residues. These facilities also emit a small fraction of the pollutants from open burning in addition to removing a source of forest fuels that increase the risk of megafires. In addition, the BioMAT Program continues to have the potential to provide community-scaled markets for biomass and firm renewable energy in rural areas.

Despite these benefits, the state's larger bioenergy facilities with BioRAM contracts are aging, lack advanced emission controls, and produce more expensive energy than solar, wind, and other renewable energy sources. Therefore, expanding or extending the BioRAM Program beyond its current sunset date of 2032 would not help fulfill the state's mandate to transition to clean and affordable electricity sources. Instead, the state will develop a transition strategy for biomass to electricity facilities until new low-carbon pathways are commercialized. The transition strategy will include three major actions:

- a. **Accelerate Reopening of Idled Facilities with New Technology:** As described above in Action 2(a), the interagency strike team will accelerate the reopening of at least four idled biomass to electricity facilities that are in the final stages of construction and reoperation. The strike team will develop an investment strategy to help make idled and existing facilities cleaner and cheaper and develop strict performance criteria through which the CPUC and other agencies can facilitate new power purchase agreements.
- b. **Implement transition strategy for BioRAM facilities by 2032:** The facilities with BioRAM contracts are essential to provide a market for forest materials for the next decade but must be significantly retrofitted to justify continued state support beyond the 2032 sunset date.
- c. **Extend and Update the BioMAT Program:** Through its ongoing RPS rulemaking, the CPUC will consider modifying and extending the BioMAT Program, requiring a life cycle assessment for facility carbon emissions, delineate and accelerate the interconnection process for distribution level renewable energy projects, and will also consider facilitating grid interconnections that allow BioMAT facilities to provide local energy during Public Power Safety Shutoffs.

This transition strategy has the potential to: 1) more than double state's current productive use of forest biomass to electricity (from 700,000 to 1,600,000 bone dry tons); 2) improve air quality and reduce carbon emissions from wood that would otherwise be burned in piles; 3) provide jobs and a strong economic



boost to several rural areas; and 4) provide up to 250 MW of power to help meet the state's need for firm renewable energy.

BioFuels:

Low-carbon and carbon-negative fuels produced from forest biomass are expected to play a pivotal role in the state's transition to a low-carbon economy, while providing a valuable market for woody biomass from forest health projects. To accelerate markets for biofuels, the state's highest priorities are to help finance pilot projects, create incentives through CARB's low-carbon fuel standard, and address policy and legislative barriers to full market development.

- b. **Develop LCFS Pathways for Forest-Derived Biofuels:** The Air Resources Board will continue to work with project developers, monitor research and demonstration projects, and develop a design-based pathway under the Low Carbon Fuel Standard for fuels created using waste feedstocks from forest health projects. [\[End of 2024\]](#)
- c. **Maintain State Support for Forest Biomass to Biofuels Grant Programs:** Subject to available funds, the state will continue to support CEC and DOC investments in forest biomass conversion to carbon-negative fuels. [\[Ongoing\]](#)
- d. **Accelerate Use of Hydrogen and Biomethane Generated from Forest Biomass:** The Office of Environmental Health Hazard Assessment, in coordination with the Public Utilities Commission and the Air Resources Board, will seek legislation and develop pipeline standards defining and authorizing the use of renewable natural gas (biomethane) generated from forest biomass. [\[2024 for legislation on hydrogen and the definition of "biogas;" 2025 for new biomethane pipeline standards; 2026 for CPUC proceeding\]](#)



Appendix A: Current State and Federal Efforts

The Draft Plan builds upon several ongoing state and federal programs, policy initiatives, and investments.

- **CAL FIRE Wood Products and Bioenergy Business and Workforce Development Grant Program:** This grant program provides funding for business and workforce development projects that support healthy resilient forests and the people and ecosystems that depend on them. In 2022, the first year of the program, CAL FIRE awarded \$54 million to educational institutions, non-profits, new business startups, and existing forestry and forest products businesses, and they awarded another \$34 million in early 2023. See Figure 2 for a map of current investments in this program, the CEC's Clean Transportation Program awards utilizing forest biomass, and the DOC's Forest Biomass to Carbon-Negative Biofuels Pilot Program.¹
- **OPR Feedstock Aggregation Pilot Program:** OPR launched five pilot projects to develop regional strategies to establish reliable access to sustainably sourced woody feedstock through a variety of feedstock aggregation mechanisms and organizational innovations. Each pilot will assess market conditions, evaluate infrastructure needs, and work to enhance economic opportunities for wood and biomass businesses. In addition, the program is supporting development of an enhanced web application to coordinate biomass aggregation and to facilitate an online exchange between buyers and sellers of forest biomass within the OPR pilot project regions.
- **DOC Forest Biomass to Carbon-Negative Biofuels Pilot Program:** The DOC Pilot Program awarded eight planning grants in 2023 totaling \$4 million for the environmental planning and permitting of projects in the Sierra Nevada region that will convert sustainably sourced forest waste to carbon negative biofuels. The output fuel must be carbon negative on a lifecycle accounting. The DOC will be awarding up to four grants of \$10-20 million each for facility development in 2024. See Figure 2 for a map of current investments in this program, CAL FIRE's Wood Products and Bioenergy Business and Workforce Development Grant Program, and the CEC's Clean Transportation Program awards utilizing forest biomass.²

¹ Cal FIRE Wood Products, Bioenergy, and Workforce Development Program information available here: <https://www.fire.ca.gov/what-we-do/natural-resource-management/environmental-protection-program/wood-products-and-bioenergy>

² DOC Forest Biofuels Program information available here: <https://www.conservation.ca.gov/cgs/fbp>



- **CEC Clean Transportation Program:** The CEC recently announced awards in this program, under the heading of “Ultra-Low-Carbon Fuel: Demonstration- and Commercial-Scale Production Facilities Utilizing Forest Biomass.” The intent of this solicitation is to support ultra-low-carbon fuels that reduce GHG emissions, decrease air pollution, prevent wildfire, and help achieve the state’s climate change and clean air goals, and the CEC awarded \$10 million to support ultra-low-carbon fuel in the commercial-scale category. See Figure 2 for a map of current investments in this program, the DOC’s Forest Biomass to Carbon-Negative Biofuels investments, and CAL FIRE’s Wood Products and Bioenergy Business and Workforce Development Grant Program.³
- **CEC’s Building Decarbonization Program:** The California Energy Commission issued a report in 2021 on building decarbonization in California (<https://www.energy.ca.gov/data-reports/reports/building-decarbonization-assessment>), and is currently designing the Equitable Building Decarbonization Direct Install Program in compliance with Assembly Bill 209 (Committee on Budget, Chapter 251, Statutes of 2022). One component of this program will include a statewide incentive program to accelerate deployment of low-carbon building technologies. This complements the work of multiple state departments to address building carbonization as directed by AB 2446 (Holden, Chapter 352, Statutes of 2022), and presents an opportunity for the use of innovative wood products.
- **IBank Climate Catalyst Revolving Loan Fund:** The Climate Catalyst Fund is designed to jumpstart critical climate solutions and reduce wildfire threats through flexible, low-cost credit and credit support, helping bridge the financing gap that currently prevents advanced technologies focused on forest wood and biomass management and utilization projects from scaling into the marketplace.
- **EPIC:** The CEC’s Electric Program Investment Charge (EPIC) Program invests more than \$130 million annually in scientific and technological research to accelerate the transformation of the electricity sector to meet the state’s energy and climate goals.
- **Joint Institute for Wood Products Innovation:** The Joint Institute for Wood Products Innovation provides California forest product information, research, and analysis to increase economic drivers for healthy forests. Institute work focuses on long-term ecological and economic

³ CEC Clean Transportation Program information available here: https://www.energy.ca.gov/solicitations/2023-02/gfo-22-608-ultra-low-carbon-fuel-demonstration-and-commercial-scale?utm_medium=email&utm_source=govdelivery



sustainability; education and outreach; increased forest resilience, long-term carbon storage, and local economies; and industry retention and development in California. The Joint Institute's focus areas for 2023 are:

- Mass Timber: Identify the most efficient and affordable mass timber designs and pathways to support workforce housing.
- Housing: Develop and initiate an “Affordable by Design” home construction challenge to explore and promote advanced wood building materials and construction technologies.
- CA Grown: Develop a California wood products branding and labelling program for products made from at least 50% CA grown and processed trees.
- **USFS Wood Products Infrastructure Assistance Program:** This USFS grant program provides funding to improve, establish, retrofit, or expand wood processing facilities that purchase and process byproducts from federal or tribal land ecosystem restoration projects. These facilities are in areas at risk of severe wildfire and/or insect and disease outbreaks and are economically vital to their communities. California organizations were awarded \$9.3 million in 2023. Funds will help establish 10 new facilities and expand or restart 4 existing facilities. These projects have a combined potential to process byproducts from over 100,000 acres of federal forest annually. The investment supports resilient, healthy forests as well as rural economies and jobs in the forestry sector.
- **The CPUC’s Bioenergy Renewable Auction Mechanism (BioRAM):** The BioRAM program was established in 2016 by the CPUC in response to Governor Brown’s October 2015 Emergency Order addressing Tree Mortality. The BioRAM program requires California’s Investor-Owned Utilities (IOUs) to procure 146 MWs of bioenergy from High Hazard Zone (HHZ) fuel (as defined by CAL FIRE) to aid in mitigating the threat of wildfires. Currently, facilities with BioRAM contracts represent the only large market or outlet for waste forest biomass, absorbing approximately 900,000 BDT annually, or about 90% of the waste forest biomass coming out of California’s forests. Electricity generated as part of the BioRAM program counts towards the utilities’ RPS targets.
- **The CPUC’s Bioenergy Feed-in Tariff Program or the Bioenergy Market Adjusting Tariff (BioMAT):** The BioMAT program was established pursuant to SB 1122 (Rubio, 2012), and is a feed-in tariff program for small bioenergy renewable generators less than 5 MW in size. The BioMAT program offers up to 250 MW to eligible projects through a fixed-price standard contract to export electricity to California’s three large IOUs. Electricity generated as part of the BioMAT program counts towards the utilities’ RPS targets.



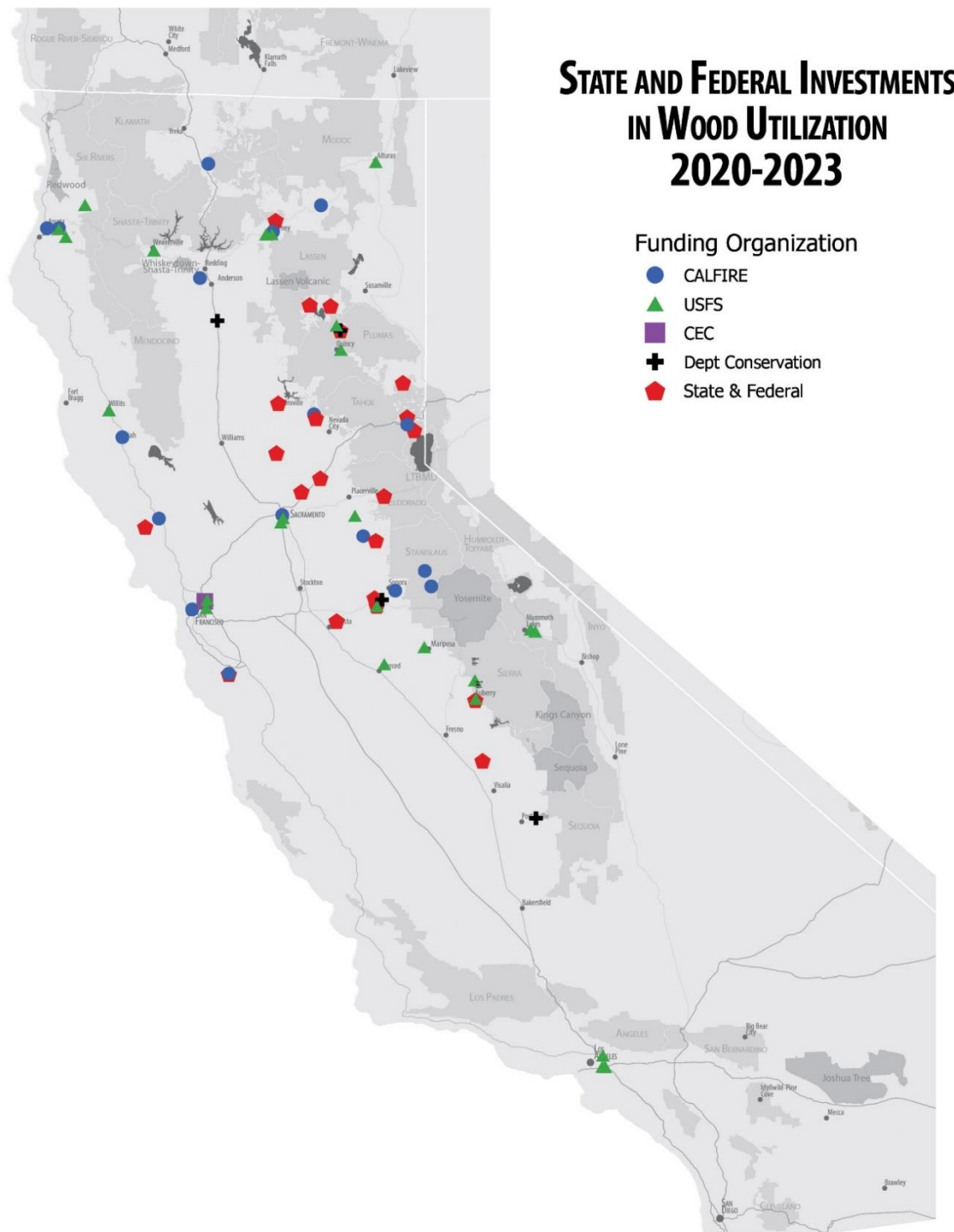


Figure 2: Map of the state's investment in wood and biomass processing and market development projects since 2020.

Appendix B: Wood and Biomass Markets in California

California represents one of the nation's largest markets for wood products, including lumber, plywood, oriented strand board, and engineered wood such as mass timber. California consumers currently purchase about 5 billion board feet of structural lumber annually, but the state produces about 1.5 billion board feet per year (The Beck Group, Personal Communication 2023). In addition, all of the mass timber products used in California are imported from other states and countries.

In 2016 when the most recent comprehensive state industry data was gathered, California's 80 primary wood processing facilities (facilities that turn raw forest-derived wood into products), processed approximately 367 million cubic feet of logs and biomass into lumber, energy, mulch, and other wood products (Marcille et al, 2020). Approximately 46% of this volume was converted to lumber, veneer, and other sawn wood products, while 43% (1 million bone dry tons (BDT) of forest biomass residue and 2 million BDT of sawmill residuals) was used for bioenergy, mulch or soil amendments. Eighty percent of the total volume originated from private land, and the remaining twenty percent came from public land.

In addition to the volumes already being removed and processed, much of the biomass (tops, slash, limbs, small trees) that is produced through forest management and fuels reduction activities is currently not removed but rather burned in piles or managed in-place through treatments such as lop-and-scatter and mastication. In addition to material generated from thinning and fuels reduction treatments, recovery efforts following catastrophic wildfires have caused a significant short-term increase in both sawlog and biomass availability. Alternative treatments are often chosen because removal is not economical and current markets are not large enough to utilize all the available material.

California's wood products industry processed 1.5 billion board feet in 2016, a steep decline from the over 5 billion board feet of lumber processed in the late 1980s, when historical overharvesting spurred legal changes that significantly limited timber harvesting, particularly on public lands.⁴ Reflecting this decline, the number of active wood products facilities in California declined by more than 40 percent over a similar period (1985–2016). Total employment in California's primary and secondary forest products industries is approximately half of what it was in 1990. The decline and consolidation of the sawmilling industry presents a challenge to process logs recovered from forest health treatments for their highest value.

⁴ https://www.scienceforconservation.org/assets/downloads/tnc_AFR_v9.pdf



California's biomass power industry, the largest market for waste biomass in California, has suffered from a similar decline. At its peak California's bioenergy capacity totaled 800 MW of electricity from 66 biomass power plants. Beginning in the late 1990s, however, deregulation of the electric utility industry and an elimination of public good subsidies returned the system to a cost-based framework in which non-market values (non-electricity related co-benefits, e.g., waste reduction or forest health) were no longer considered after an initial transition period. When bioenergy became a higher-cost resource, the industry declined as a major source of electrical production in California. In part because of this decline the three large Investor-Owned Utilities (IOUs) have been able to meet and exceed their increasing Renewables Portfolio Standard (RPS) requirements largely without significant bioenergy contributions. In 2016, the CPUC established the BioRAM program in response to Governor Brown's Executive Order EO B-42-17 and the tree mortality crisis. The program offered existing biomass power facilities higher priced power purchase agreements if they used forest biomass from state-defined High Hazard Zones. This program helped facilities stay operational while creating a market for 1 million BDT of forest biomass annually. This program is the only successful example of a state-mandated forest biomass procurement program in the country.

State and federal actions to increase and sustain forest health treatments present an opportunity to produce a wide variety of products that will in turn support climate and air quality goals. The State has identified several existing and potential wood utilization opportunities that align with climate and equity goals, including durable materials such as mass timber and other specialty wood products; biomass energy with carbon removal and storage (sometimes referred to as BiCRS) applications and community-scale renewable electricity projects; biofuels development; and soil additives such as biochar. The manufacturing of long-lived building materials results in decades of carbon storage and in many applications, substitute for carbon-intensive conventional products. Commercially mature and market-ready uses of logs and biomass include lumber, veneer, composite boards, wood pellets, posts and poles, biochar and other soil amendments, wood shavings, and energy. In addition, emerging technologies such as biofuels, wood fiber insulation, cellulosic nanomaterials and mass timber have potential to grow in California.

In recent years, thanks in part to increased state and federal financial support through grants, loans, and incentives, new wood processing facilities have been proposed and are starting to be built, including new sawmills, biofuels facilities, and small-scale electricity generation plants (Figure 3). The Draft Plan seeks to remove barriers to development for these facilities and new industries to transform the state's wood products and bioenergy sectors to support forest restoration.



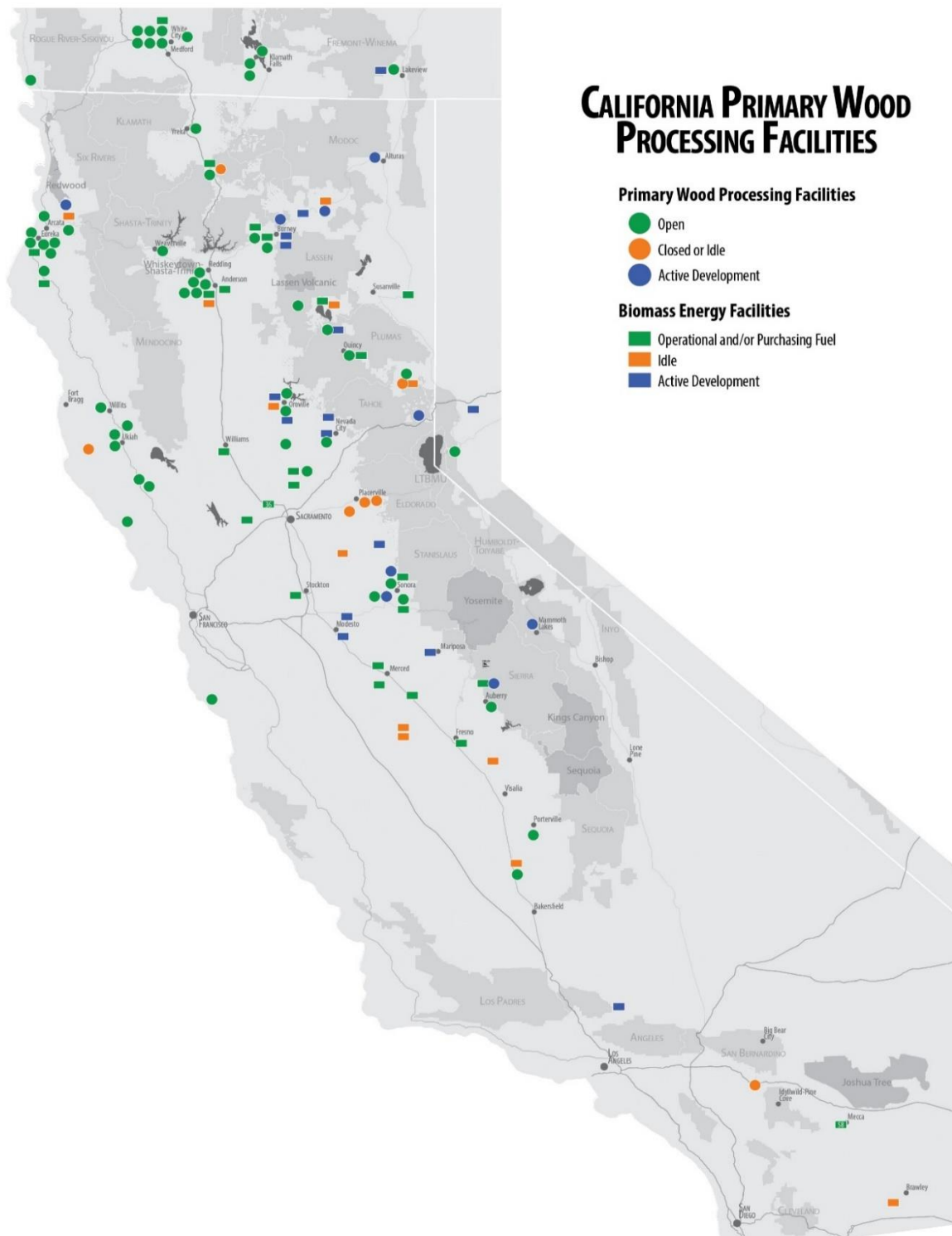


Figure 3: Primary wood processing facilities, including sawmills and other non-energy wood processing facilities that each use over 500 MBF annually. Wood Energy facilities include biomass powerplants and biofuels manufacturing facilities in development. Data maintained by the US Forest Service, UC Berkeley, and Cal Fire.

Appendix C: Wood Utilization Work Group Participation

Co-Chairs

Department of Conservation
US Forest Service, Pacific Southwest Region

Governmental Representatives

Air Resources Board
Department of Forestry and Fire Protection
Department of Housing and Community Development
Department of Resources Recycling and Recovery
Energy Commission
Governor's Office of Planning and Research
Governor's Office of Business Development
Joint Institute of Wood Products Innovation
Sierra Nevada Conservancy
Scott's Valley Band of Pomo Indians
State Infrastructure and Investment Bank

Non-Governmental Entities: Advocacy, Business, Academia, and Others

Bioenergy Association of California
California Biomass Energy Alliance
California Forestry Association
CLERE, Inc.
Conservation Strategy Group
Lawrence Livermore National Laboratory
Pacific Gas and Electric
Rural County Representatives of California
Sierra Business Council
Southern California Gas
The Nature Conservancy
The Watershed Research and Training Center
UC Cooperative Extension



Appendix A (DRAFT): Agency Tasks and Timeline Table

Lead Agency	Draft Action	Schedule
	Develop Regional Wood Availability Assessments: The Task Force will work with its agency partners to incorporate biomass availability and investment planning into the regional forest management strategies and plans under development as part of the 2024 Update of the Action Plan, the USFS Wildfire Crisis Strategy, the state’s Regional Forest and Fire Capacity Program, and related regional planning efforts. This will include the following: 1. The Task Force will develop, as part of the 2024 Update of the Action Plan, regionally specific estimates of biomass and sawlog volume and species availability associated with planned forest restoration work throughout the state and establish regional wood utilization targets, informed by both physical and economic biomass availability assessments, to help meet the state’s forest health, carbon storage, and economic development goals. 2. Based on the updated detailed wood availability estimates, the Work Group will develop a framework to strategically prioritize state and federal investments in new processing facilities. This work will be aligned with several related efforts, including the OPR feedstock aggregation pilots, regional activities under the CERF Program, and other business and workforce development investments. This process will include input from communities.	2024
	Improve Accessibility of Biomass from Federal Land: Region 5 will expand on the following practices to improve accessibility of biomass from National Forests in California: 1. Increase use of innovative partnership and contracting mechanisms such as Integrated Resource Timber Contracts, Integrated Resource Service Contracts, and Stewardship Agreements that can facilitate biomass removal; 2. Communicate available biomass volumes to interested end use facilities via annual open meetings between National Forests and biomass purchasers; and 3. Include biomass volumes as timber subject to agreement, or required removal, in all timber sale and mechanical fuels contracts where biomass removal is physically feasible.	Ongoing



	Facilitate Woody Biomass Aggregation: Invest OPR with the resources to make operating capital grants to each of the five pilot regions.	Ongoing
 	Address Transportation Costs: 1. The US Forest Service and California Department of Forestry and Fire Protection (CAL FIRE) will assess the performance of biomass transportation pilot programs implemented in 2023 and evaluate innovative financial mechanisms to help reduce the high cost of transporting forest biomass to wood processing facilities while avoiding unintended consequences. This evaluation will include an analysis of the labor market for trucking services, assessed as a potential bottleneck to supply availability. 2. All California state agencies will require the incorporation of biomass removal costs into their forest treatment grant programs where materials are accessible (taking place on slopes of less than 30% and within ¼ mile of roads at level 2 maintenance and above).	2024
	Establish California Mass Timber Implementation Program: The Governor's Office of Business and Economic Development will coordinate the development of a state mass timber implementation program, with a goal of accelerating in-state processing capacity by supporting business development of advanced wood building materials fabrication facilities, and accelerating demand through carbon-based performance standards or incentives, updating building codes and educating local code officials, and promoting affordable-by-design housing that uses California-sourced advanced wood building materials. The focus will be on linking the climate, affordable housing, and economic development goals of AB 2518 and AB 2446.	2024
	Establish Interagency Biomass Utilization Strike Team: The Wood Utilization Work Group will form an interagency strike team to align State and federal funding and assistance resources, with a goal of accelerating the establishment or re-opening of 5 new wood processing facilities that utilize biomass and small-diameter logs to create a variety of wood-based building materials, or an integrated wood products campus, in forest-dependent rural California communities by December 31, 2024.	2023



 	Maintain State Financial Support for Business Development: Subject to the availability of funds, the state will maintain support for both the Business and Workforce Development Grant Program and for the Climate Catalyst Fund, and take the following actions: 1. Increase the maximum allowable award under the Wood Products and Bioenergy Business and Workforce Development Grant Program to \$15M per project, and require a higher match with higher grant awards to encourage larger, more well-financed projects, and 2. Allow for the investment diligence process under the Catalyst Fund to run its full course, enabling IBank staff to credibly engage the market without fear of funds being rescinded, while maintaining appropriate protection of public funds through a thorough vetting process. Do not apply any arbitrary time limits on the commitment of lending capital.	2024
	Streamline the California Environmental Quality Act (CEQA) for Certain Wood Utilization Facilities: Seek legislation for a statutory exemption or amend the CEQA Guidelines through a rulemaking at OPR that creates a categorical CEQA exemption for projects that utilize forest biomass waste located on properties zoned as industrial, that are (1) not located in communities already burdened by industrial pollution and receiving the highest 25 percent of overall scores in CalEnviroScreen 4.0 (e.g.: a score of 75 and above, as defined by SB 535, De León, Statutes of 2012 5), and (2) do not trigger the need for the adoption of “Best Available Control Technology” (BACT) by the applicable local air district. Alternatively, the exemption could be limited to properties designated as brownfields by the Department of Toxic Substances Control (DTSC).	2024
	Establish a Permitting Coordinator and Council: The Office of Planning and Research will establish a new permanent position to serve as the state’s biomass coordinator to accelerate and coordinate the permitting and environmental review process of selected projects. OPR will also consider establishing a Permitting Council, modeled after the federal “FAST 41” process for NEPA compliance, to align and accelerate the efforts of the various agencies that issue permits for biomass infrastructure projects.	2024

⁵ [SB 535 Disadvantaged Communities | OEHA \(ca.gov\)](#)

	Offer California Competes Tax Credits: GO-Biz will allocate \$10,000,000 of the California Competes Tax Credit in 2024, and up to \$30,000,000 by 2028, to qualifying businesses utilizing forest-sourced woody biomass waste and supporting wildfire mitigation/restoration efforts. As part the administration of these funds, provide technical assistance to qualifying wood products businesses.	2024
  	Develop a Biomass Tracking System: The California Board of Forestry and Fire Protection (BOF), in coordination with the Joint Institute for Wood Products Innovation (Joint Institute) and CARB, will develop a tracking system to trace and authenticate forest biomass origins for the Low Carbon Fuel Standard (LCFS) and other programs, leveraging existing state and federal efforts and similar programs where feasible.	2024
	Establish a Woody Biomass Utilization Hub: Establish a Woody Biomass Utilization Hub within the Department of Conservation to support coordination, create synergies in implementation, more efficiently and effectively attract and expend state and federal funds, and support community-level research, including economic benefits and best practices for implementation.	2024
	Support Innovative Research and Development of Pilot- and Community-Scale Wood Processing Facilities: The Energy Commission will consider, in the investment planning process for its Climate Innovation Program, funding for innovative pilot- and community-scale biomass energy and/or wood products/building decarbonization research and technology to reestablish the state's reputation as a hub for leadership and innovation in renewable energy and engineered, carbon-storing wood products. The Energy Commission will consider recommendations from stakeholders, including the Joint Institute for Wood Products Innovation. Any potential wood products and building decarbonization work would be administered in collaboration with the Joint Institute for Wood Products Innovation.	2024



	Develop LCFS Pathways for Forest-Derived Biofuels: The Air Resources Board will continue to work with project developers, monitor research and demonstration projects, and develop a design-based pathway under the Low Carbon Fuel Standard for fuels created using waste feedstocks from forest health projects.	2024
 	Maintain State Support for Forest Biomass to Biofuels Grant Programs: Subject to available funds, maintain state support for the CEC and DOC programs supporting forest biomass conversion to carbon-negative fuels over at least a decade, and consider increasing the geographic scope of DOC’s program to all areas of the state (these actions would require, respectively, a budget allocation and an update to statute).	2024
   	Accelerate Use of Hydrogen and Biomethane Generated from Forest Biomass: 1. The Administration, through CARB, CEC, CPUC, and other affected state entities, will establish an inclusive definition of renewable hydrogen, exclusive of fossil sources but otherwise agnostic on source and focused on carbon intensity. This definition should be formalized in statute. 2. On biomethane: a. The Administration will consider amending the definitions of “biogas” in California Health and Safety Code section 25420(a) to include gas produced through non-combustion thermal conversion of biomass waste consistent with Public Utilities Code section 650(b); b. The Office of Environmental Health Hazard Assessment (OEHHA) and the Air Resources Board, in coordination with the Joint Institute for Wood Products Innovation, will develop pipeline standards for renewable gas generated from forest and agricultural biomass waste; and c. As part of its ongoing SB 1440 implementation process, the CPUC should consider authorizing gas utilities to recover from their ratepayers the costs of infrastructure built to deliver biomethane from producers to pipelines.	2024
	Extend and Update the BioMAT Program: Through its ongoing RPS rulemaking, the CPUC should consider: 1. Extending the BioMAT sunset date until all 50 megawatts from forest biomass are acquired;	2026



	2. Place a requirement on all new BioMAT contracts to protect public health and the environment via employing carbon neutral technology and assessed via an emissions life cycle assessment; and 3. In the interconnection proceeding, delineate and accelerate the interconnection process for distribution level (e.g.: smaller scale) renewable energy projects, holding the IOUs responsible for a time-delineated and transparent interconnection process. This process may include fines associated with lengthy response or review times, lack of specificity in responses, and/or lack of direction for next steps to be taken by project developers. Please also see an action asking the PUC to consider “islanding” opportunities for BioMAT program facilities in the Microgrids section, below (Action X).	
TBD	Evaluate the Benefits and Costs of Supporting Large Forest Biomass Energy Facilities: <i>Actions are pending interagency conversations including the CPUC, CEC, and CARB, but will include reference to current bioenergy programs, the use of forest biomass waste in energy production, air quality and cost concerns, and state grant programs and funding availability.</i>	TBD
 	Forest Bioenergy, Community Microgrids, and “Last Mile” Infrastructure: 1. As part of its ongoing SB 1339 proceedings, the CPUC will consider allowing BioMAT facilities to “island” for resilience, demand management, and other grid support as needed, considering ratepayer and community impacts. 2. The CEC will work with agricultural producers to better estimate the energy demands likely in rural areas, in order to improve energy demand forecasting. This evaluation shall include consideration of recent regulatory activities, like the adoption of the Advanced Clean Cars II regulation and the Advanced Clean Fleets regulation by the California Air Resources Board. 3. The CPUC, with IOUs and input from the CEC, CAISO, affected local governments, the public, and participation by IBank will, by June 2026, develop a report on the status of rural, “last mile” infrastructure conditions, including an evaluation of new energy supply project opportunities. This evaluation shall	2026



	include a consideration for how costs should be allocated for needed upgrades as to have the least impact to ratepayers, including but not limited to how what portions of such costs should be borne by IOU corporate shareholders, and whether the public benefit of these upgrades might be borne by taxpayers (monetizing local reliability benefits), locally driven tax increment financing, or other innovative strategy. Public outreach support for this effort will include significant public outreach throughout the state (northern, central, and southern, for example), and will include both request for information/scoping-style meetings, as well as draft review opportunities.	
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[DATE]

The Honorable Gavin Newsom, Governor
California State Capitol
Sacramento, CA 95814

Re: Need to Adopt Wildfire Task Force's Wood Utilization Strategy

Dear Governor Newsom:

We, the undersigned organizations, companies and associations, applaud your leadership in addressing California's wildfire and forest health crisis. The work of the Wildfire Task Force has resulted in better tracking and understanding of our forests, more effective wildfire mitigation measures, and greatly increased forest fuel removal. One essential piece that has yet to move forward, however, is the adoption of the Task Force's Wood Utilization Strategy. Given the increasing pace of forest fuel removal, adoption of the Wood Utilization Strategy is urgently needed to accelerate the measures that will enable beneficial use of the forest biomass waste that is generated from forest fuel removal. Further delays in its adoption will result in more pile and burn or pile and decay of forest waste, which release harmful air and climate pollutants. Adopting the Strategy would, instead, help to convert forest biomass waste to beneficial products that store carbon, reduce the need for fossil fuels, increase energy reliability, and provide jobs and economic development in forested communities.

The Wood Utilization Strategy was developed with broad participation from many of our organizations, local governments and public agencies, Tribes, academic experts, industry leaders, and many others. The recommendations in the Strategy represent a consensus among stakeholders about the steps needed to put California's forest biomass waste to beneficial use. Adopting and implementing the Strategy will help to achieve critical state objectives, including:

- Meeting the Air Board's *2022 Climate Change Scoping Plan* goals for forest fuel removal, carbon sequestration, negative carbon emissions, and carbon neutrality.
- Meeting the goals of the state's *Short-Lived Climate Pollutant Reduction Strategy* by reducing emissions of black carbon and methane from wildfires, pile and burn and pile and decay of forest biomass waste.
- Protecting water supply and quality by reducing wildfire impacts and pollution from waste biomass disposal.
- Creating a circular economy in forested communities where waste biomass becomes a resource that is converted into beneficial products that create good jobs and economic development.
- Providing more reliable energy supplies that are desperately needed in forested communities, including carbon negative energy and fuels such as hydrogen or other advanced biofuels.
- Providing clean firm energy resources – per California Public Utilities Commission Decision 21-06-035 - at least 1,000 MW of mid-term reliability resources must be obtained from clean-firm resources and the Decision specifically mentions biomass and geothermal energy as potential resources for meeting this category.

For all these reasons and more, we urge you to adopt the Wood Utilization Strategy as soon as possible so California can maximize the benefits of forest fuel treatments and waste biomass.

Cc: The Honorable Rhys Williams, Cabinet Secretary and Senior Advisor for
Emergency Management
The Honorable Wade Crowfoot, Secretary, California Natural Resources Agency
The Honorable Patrick Wright, Director, Wildfire and Forest Resilience Task
Force

Sincerely,

John Anderson

Humboldt and Mendocino Redwood Companies

Adrian Covert
Bay Area Council

Matt Dias
CalForests

Tony Firenzi
Placer County Water Agency

Catherine Freeman
California State Association of Counties

Josiah Hunt
Pacific Biochar

Sam Kang
Pioneer Community Energy

John Kennedy
Rural County Representatives of California

Julia Levin
Bioenergy Association of California

Julee Malinowski-Ball
California Biomass Energy Alliance

Miles Menetrey
Board Chair, Mariposa County Board of Supervisors



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-489

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Adopt a Resolution to Authorize the Application to and Participation in the Behavioral Health Continuum Infrastructure Program ("BHCIP")

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution to Authorize the Application to and Participation in the Behavioral Health Continuum Infrastructure Program ("BHCIP").

Mariposa County Health and Human Services Agency (MCHHSA) is seeking Board of Supervisors approval to apply for BHCIP funding in the amount of \$3,000,000.00. These funds would allow for the remodeling and infrastructure improvements necessary for the site to open, and to begin providing more robust behavioral health services and resources to residents within our North County community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 5, 2023 through Resolution 2023-644, the Board of Supervisors approved an agreement to purchase approximately 0.94 acres of real property at 10304 Fiske Road in Greeley Hill, California wherein Mariposa County Health and Human Services would be the lead department to facilitate health and social services for north county residents. The \$3,000,000.00 BHCIP funding that MCHHSA is seeking to apply for would facilitate the necessary site improvements and infrastructure needs to open this site for service delivery to the community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the resolution to authorize application to and participation in the BHCIP funding opportunity, then MCHHSA will not be eligible to apply for or potentially receive \$3,000,000.00 in BHCIP funding to support the remodel of the North County site. MCHHSA would continue to seek other funding that supports remodeling and infrastructure needs to allow for site readiness for service delivery at the North County site.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Bond_R1_Form_10_Auth_Resolution_Corporation_Template_508.Mariposa County
2. BHCIP Request for Applications. bond_bhcp_round1_rfa_508

3. MCHHSA Budget for North Campus Renovation

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



Bond BHCIP Round 1: Launch Ready Form 10

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
[] AUTHORIZING
APPLICATION TO AND PARTICIPATION IN THE BEHAVIORAL HEALTH
CONTINUUM INFRASTRUCTURE PROGRAM (“BHCIP”)**

WHEREAS:

- A. The California Department of Health Care Services, through its contractor Advocates for Human Potential, Inc., (“**Department**”) has issued a Request for Applications, dated July 15, 2024 (“**RFA**”), for the BHCIP Round 1 (2024) Launch Ready Program (“**Program**”). The Department has issued the RFA for Program grant funds pursuant to California Welfare and Institutions Code sections 5965-5967.01 (“**Behavioral Health Infrastructure Bond Act of 2024**”).
- B. [], a [] corporation (“**Applicant**”), desires to apply for Program grant funds and has submitted an application for Program grant funds (“**Application**”) to the Department for review and consideration.
- C. The Department is authorized to administer BHCIP pursuant to the Behavioral Health Infrastructure Bond Act of 2024. Program funding allocations are subject to the terms and conditions of the RFA, the Application, Program Funding Agreement (“**Program Funding Agreement**”), and all other legal requirements of the Program.

THEREFORE, IT IS RESOLVED THAT:

- 1. Applicant is hereby authorized and directed to submit an Application to the Department in response to the RFA, and to apply for Program grant funds in a total amount not to exceed \$_____.
- 2. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver a Program Funding Agreement for the total award amount, and all other documents required or deemed necessary or appropriate to secure the Program grant funds from the Department and to participate in the Program, and all amendments thereto (collectively, the

“Program Documents”).

3. Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Program Funding Agreement. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Program Funding Agreement. Funds are to be used for the allowable expenditures and activities identified in the Program Funding Agreement.
4. [_____] (the “**Authorized Signatory**”), is authorized to execute the Application and the Program Documents on behalf of Applicant for participation in the Program.

PASSED AND ADOPTED this ____ day of _____, 202_, by the following vote
of the Corporation's Board of Directors:

AYES: [] NAYS: [] ABSTAIN: [] ABSENT: []

The undersigned, [] of Applicant, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Corporation's governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

SIGNATURE: _____

DATE: _____

NAME: _____

TITLE: _____

[NOTICE AND INSTRUCTIONS APPEAR ON THE FOLLOWING PAGE]

NOTICE AND INSTRUCTIONS

1. **Notice.** The Department is providing this template Authorizing Resolution as informational guidance only. The Department encourages each Applicant to consult with professional legal counsel during the development of its own formal, legally binding statement that it is authorized to apply to and participate in the Program.
 - a. Please note, however, that any limitations or conditions on the authority of the signatory or signatories to execute the Application or the Program Documents may result in the Department rejecting the Authorizing Resolution.
2. **Accuracy, Verification.** The Department will verify that this Authorizing Resolution comports with Applicant's operative organizational documents (e.g., Articles of Incorporation, bylaws). Applicant must timely notify the Department, in writing, of any discrepancies between its Authorizing Resolution and its organizational documents, along with a written explanation of same.
3. **Dollar Amounts of Grant Awards.** The Department recommends identifying an authorized dollar amount that is exactly the amount requested in the Application. If Applicant is ultimately awarded an amount that differs from the amount identified in the Authorizing Resolution, the Department will require a new Authorizing Resolution from Applicant before execution of a Program Funding Agreement.
4. **Authorized Signatory or Signatories, Designee.** Applicant may authorize multiple signatories, so long as there is clarifying language as to whether the signatories are authorized to execute the Program Documents individually or collectively.
5. **Vote Count.** Please fill out the field by every voting category (i.e., Ayes, Nays, Abstain, Absent). If none, please indicate zero (0) for that field. The vote count must comport with relevant provisions in Applicant's operative organizational documents (e.g., authorized number of directors, quorum).
6. **Certification of Authorizing Resolution.** The individual who certifies the Authorizing Resolution cannot also be authorized to execute the Program Documents on behalf of Applicant. The individual who certifies this Authorizing Resolution must be either 1) the Secretary of the corporation; 2) the Chairperson/President of the Board of Directors, if different than the Authorized Signatory; or 3) all members of the Board of Directors of the corporation.



**California Department of Health Care Services
Proposition 1:
Behavioral Health Infrastructure
Bond Act of 2024:**

**Behavioral Health Continuum
Infrastructure Program
Round 1 (2024): Launch Ready
Request for Applications**

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Part One: Overview

1.1. Introduction to the Grant Opportunity and State Priorities

The California Department of Health Care Services (DHCS) launched the [Behavioral Health Continuum Infrastructure Program](#) (BHCIP) to address historic gaps in the behavioral health care continuum and meet the growing demand for services and support across the life span of vulnerable individuals in need. This Request for Applications (RFA) reflects the addition of the Behavioral Health Infrastructure Bond Act of 2024 (BHIBA).

The State priorities for BHCIP are:

- Address urgent needs in the care continuum for people with mental health or substance use conditions, including unhoused people, veterans, older adults, adults with disabilities, and children and youth.
- Invest in behavioral health and community care options that advance health equity of behavioral health care and community options.
- Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization.
- Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing unsheltered homelessness and justice involvement.
- Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy.
- Leverage county and Medi-Cal investments to support ongoing sustainability.
- Leverage the historic state investments in housing and homelessness.

In addition, DHCS is prioritizing regional models or collaborative partnerships, including public-private partnerships, aimed at constructing, renovating, and/or expanding community-based services, as well as projects using a campus-type model that collocate multiple levels of care on the continuum, with a focus on residential treatment facilities.

1.2. Purpose

In March 2024, California voters passed Proposition 1, which includes the Behavioral Health Services Act (Senate Bill 326) and the Behavioral Health Infrastructure Bond Act (BHIBA) of 2024 (Assembly Bill 531), authorizing DHCS to make additional BHCIP grant funding available to eligible entities. The BHIBA is a \$6.38 billion general obligation bond to develop a wide range of behavioral health treatment, residential care settings, and supportive housing to help provide appropriate care facilities for Californians experiencing mental health conditions and substance use disorders. Of the total bond amount, DHCS is authorized to award up to \$4.4 billion “to construct, acquire, and rehabilitate real estate assets or to invest in needed infrastructure to expand the continuum of behavioral health treatment resources to build new capacity or expand existing capacity for short-term crisis stabilization, acute and subacute care, crisis residential, community-based mental

health residential, substance use disorder residential, peer respite, community and outpatient behavioral health services, and other clinically enriched longer term treatment and rehabilitation options for persons with behavioral health disorders in the least restrictive and least costly setting.”¹ Of these funds, \$1.5 billion of competitive grant funding will be exclusively available to cities, counties, city and counties, and tribal entities and \$30 million will be specifically designated to tribal entities. The balance of the funds, up to \$2.893 billion, is available to cities, counties, tribal entities, and nonprofit and for-profit organizations. The BHCIP portion of the bond is estimated to fund 6,800 residential treatment beds and provide behavioral health outpatient treatment for 26,700 slots and will build on other major behavioral health initiatives in California. The Department of Housing and Community Development (HCD) will oversee the remaining BHIBA available funding—up to \$2 billion in total. There will be a separate Notice of Funding Availability for that portion of the BHIBA.

1.3. BHCIP to Date

DHCS was authorized through 2021 [legislation](#) to establish BHCIP and award grant funding to construct, acquire, and expand properties and invest in mobile crisis infrastructure related to behavioral health. DHCS has been releasing these funds through multiple grant rounds targeting various gaps in the state’s behavioral health facility infrastructure. Forty-nine counties have been [awarded BHCIP](#) funding through Round 1 to Round 5.

BHCIP funding rounds:

- Round 1: Crisis Care Mobile Units, \$205 million (\$55 million Substance Abuse and Mental Health Services Administration grant funding)
- Round 2: County and Tribal Planning Grants, \$16 million
- Round 3: Launch Ready, \$518.5 million
- Round 4: Children and Youth, \$480.5 million
- Round 5: Crisis and Behavioral Health Continuum, \$430 million

BHCIP funding has allowed eligible entities in all regions of the state to develop an unparalleled array of new and expanded behavioral health treatment facilities for residential/inpatient and outpatient care. However, inequities across the health care system remain seen in California. Statewide, a 6,000-plus behavioral health bed shortfall is contributing to the unmet need among people experiencing homelessness who have mental illness and/or substance use disorders.²

¹ [AB-531. The Behavioral Health Infrastructure Bond Act of 2023.](#)

² [BHSA Fact Sheet \(ca.gov\).](#)

1.4. Timeline

Table 1. Timeline for Bond BHCIP Round 1: Launch Ready

Request for Applications (RFA) release	July 17, 2024
Pre-recorded enhanced technical assistance presentations	Available beginning May 2024 BHCIP website
Application portal opens	August 9, 2024
Informational webinar— please register here	August 7, 2024; 1–2 p.m. Pacific Time (PT)
Tribal informational webinar— please register here	August 8, 2024; 2–3 p.m. PT
Pre-Application Consultation (PAC) registration opens (accessible here) Deadline to <u>schedule</u> a required PAC PAC window period	July 18, 2024 October 15, 2024 August 9, 2024, through November 14, 2024
Office Hours (Recommend PAC to be completed)	Wednesdays and Thursdays, 10-11 a.m. PT (ends December 13, 2024)
Application due date	December 13, 2024 , at 5 p.m. PT (no exceptions)
Award announcements	May 2025 (anticipated)

1.5. Total Grant Amounts

Bond BHCIP Round 1: Launch Ready: Up to of \$3.3 billion will be available to construct, acquire, and rehabilitate real estate assets to expand the continuum of behavioral health treatment and service resources for Californians (see section 2.4) in this round of Bond BHCIP funding. Of that amount, \$1.47 billion is designated for cities and counties; another \$30 million is designated for tribal entities. The remaining \$1.8 billion is available to all eligible entities, including cities, counties, and tribal entities. Bond BHCIP Round 1: Launch Ready funds are not intended to preserve existing service capacity. Bond BHCIP Round 1: Launch Ready grantees must commit to serving Medi-Cal beneficiaries.

For purposes of Bond BHCIP Round 1: Launch Ready funding, a project is defined as “launch ready” when some essential predevelopment design, planning, site control, and budgeting details have been professionally formalized; the project meets the minimum threshold requirements as listed in section 2.1 (“Project Readiness”); and construction for the requested project is not currently underway.

Part Two: Project Requirements

2.1. Eligibility Requirements

1. [Pre-Application Consultation](#)
2. [Eligible Applicants](#)
3. [Medi-Cal Services](#)
4. [Licensing, Certification, and Accreditation](#)
5. [Project Readiness](#)

6. [Building Use Restriction](#)
7. [Community Needs and Support](#)

Pre-Application Consultation

All prospective applicants will be required to engage in a pre-application consultation (PAC) with Advocates for Human Potential, Inc. (AHP), the BHCIP administrative entity, to discuss their potential project and application (see section 3.2).

Eligible Applicants

Counties, cities, tribal entities (“tribal entity” shall mean a federally recognized Indian tribe, tribal organization, or urban Indian organization, as defined in [Section 1603](#) of Title 25 of the United States Code), nonprofit organizations, and for-profit organizations whose projects reflect the State priorities and align with facility types listed in Table 2 are eligible to apply for this funding, noting the following stipulations:

- Projects must make a commitment to serve Medi-Cal beneficiaries.
- Recipients of BHCIP awards in prior rounds are eligible to apply. Any additional Bond BHCIP funding awarded must be used to further expand or create new facility capacity. To be considered, applications must clearly explain the funding request for additional behavioral health project expansion and how it meets the statewide continuum of care. Bond BHCIP funding will not fund budget shortfalls or cost overruns for any previously awarded BHCIP projects.
- For joint applications, all co-applicants must be named in the grant application and must submit letters of commitment that are included with the application.
- For-profit organizations with no prior behavioral health experience must apply with a partner, such as a nonprofit organization, tribal entity, city, or county, with the requirement that the partner organization have relevant experience with the target population reflected in the successful development, ownership, or operation of a comparable project. A memorandum of understanding (MOU) or other agreement with the nonprofit organization, tribal entity, city, or county to confirm the organization’s role in the project, including that they are working on behalf of the service provider, is also required.

Medi-Cal Services

Applicants must describe the payor mix that will pay for and sustain behavioral health services once project construction is complete. Examples of payors include private health insurance, Medi-Cal, private pay, grants, and county funds. Applicants must provide a description of their contingency plan for funding any potential cost coverage beyond the grant award.

Awarded applicants that offer Medi-Cal behavioral health services will be expected to have a contract in place with their county to ensure the provision of Medi-Cal services once the funded facility’s expansion or construction is complete. Community wellness centers and youth behavioral

health prevention centers, which are only eligible facility types for tribal entities, do not provide Medi-Cal reimbursable behavioral health treatment services and thus are not required to have a contract to provide Medi-Cal behavioral health services; however, they must provide services to Medi-Cal beneficiaries and describe how their services will be sustainably funded.

Licensing, Certification, and Accreditation

Applicants must also indicate the applicable behavioral health licensing, certifications, and accreditations required to operate their Bond BHCIP-funded program by the State and/or at the local level. Applicants with facilities that do not require licenses or certifications, such as community wellness centers, need to indicate this in their application. Tribal entities that are exempt from state licensing and/or requirements must describe the basis for their exemption and their plan for meeting programmatic requirements. As part of the technical assistance (TA) that will be made available, applicants may receive information and guidance about the licensure and certification process and timelines for application submission.

Project Readiness

To be eligible for Bond BHCIP Round 1: Launch Ready funding, a project must demonstrate “project readiness.” At a minimum, the fundamental threshold requirements for “project readiness” are as follows (items noted with an asterisk must be submitted with the application):

- **Site control.*** Any one of the following must be used to prove site control (other documentation demonstrating site control may be submitted for DHCS consideration):
 - Title vested to applicant demonstrated with current title report (ownership).
 - Executed purchase and sale agreement (PSA).
 - Mutually executed Letter of Intent (LOI).
 - Preexisting long-term lease (acceptance of a Bond BHCIP award will require a lease extension of no fewer than 30 years).
 - Executed exclusive negotiation agreement (ENA).
 - *Note:* An MOU does *not* constitute site control. Please be sure to discuss any other proposed site control documentation during your required pre-application consultation (PAC).
- **A preliminary title report.***
- **A sustainable business plan*** (pro forma) with five-year projections (Form 9) within existing available funding (income and expenses) of future objectives and strategies for achieving them.
- **A conceptual/schematic site plan*** with a forecast of the developmental potential of the property. The closer the construction drawings are toward “permit ready,” the higher the application will be scored, all other items being equal.

- **Stakeholder support*** as demonstrated by letters of support from internal boards of directors, tribal councils or advisory boards, and professional/community partners, as relevant. City, nonprofit, or for-profit applicants must also include a letter of support from their county behavioral health agency.
- **Demonstration of county and Medi-Cal investments** to support ongoing sustainability.
- **Match** amount and source identified in Budget (Form 2).
- **Board Authorizing Resolution (BAR)*** to confirm signing authority for the contract. Eligible entities may use the BAR template provided (Form 10). Local government entities can use their specific authorizing resolution document.

Building Use Restriction

A commitment to the provision of behavioral health services and building use restriction for a 30-year period through a deed restriction placed on the property title is required (see section 2.6). After a conditional award is issued to an applicant, the 30-year encumbrance period must officially be approved by the applicant's board (and property owner, if applicant is a lessee), as indicated through the submission of an official BAR.

Community Needs and Support

All applicants must describe the local needs based on the "[Assessing the Continuum of Care for Behavioral Health Services in California](#)" report and any local needs assessments used to justify the proposed expansion. All applicants will be required to demonstrate how the proposed project will advance equity. Projects will be required to certify that they will not exclude certain populations outside their mission or scope, such as those who are justice-involved or children and youth in foster care.

Organizational support and community engagement, including the active involvement of applicable stakeholders in the project design, are required. Insights from the community must be included in project planning, design, implementation, and evaluation. All applicants must complete application Form 7: Community Engagement and provide any relevant letters of support for the project. All letters must be signed and dated no more than six months before the date of application submission.

At the time of application, city, nonprofit, or for-profit applicants must also include a letter of support from their county behavioral health agency or, if a tribal entity, the tribal board. The letter must indicate that applicants providing Medi-Cal behavioral health services will have in place a contract with their county to ensure the provision of Medi-Cal services once the financed facility's expansion or construction is complete. Bond BHCIP grant awards do not guarantee county contracts.

All applicants governed by a CEO or board must submit a letter of support from the CEO or board.

2.2. Eligibility Considerations

All applicants must demonstrate how their infrastructure project will expand community-based facility capacity exclusively for behavioral health services in the continuum of care. Regional models or collaborative partnerships aimed at construction, renovation, and/or expansion of community-based services are eligible, as are projects using a campus-type model that collocates multiple levels of care on the continuum are strongly encouraged. Regional model is defined as two or more entities partnering to create established networks of organized systems of care. In addition, scoring will take into consideration a focus on the State's priorities, including efforts to advance equity and to expand services in regions and counties that currently do not have an adequate number of treatment options for behavioral health facilities. In an effort to be consistent with the bond proposal to expand 6,800 residential treatment beds, applicants proposing residential facilities will be prioritized for funding award. Expanded residential treatment beds will also assist counties with the implementation of the Community Assistance, Recovery and Empowerment (CARE) Act.

All applicants must describe the local needs based on the statewide needs assessment report and any local needs assessment used to justify the proposed expansion. All applicants will be required to demonstrate how the proposed project will advance equity. Projects will be required to certify that they will not exclude certain populations outside their mission or scope, such as those who are justice-involved or children and youth in foster care. Grantees with behavioral health facilities that offer Medi-Cal behavioral health services will be required to have a contract in place with their county to ensure the provision of Medi-Cal services once the funded facility's expansion or construction is complete.

In addition, inclusion of a professionally bid development budget, including all local prevailing wage rates, one for each phase, and a total budget for acquisition and construction, will increase an applicant's score. However, it will not guarantee an award.

Three phases of project development will be considered during the evaluation of each application. Applicants must be in one of the three phases; applicants in later phases will be scored higher. All projects must meet the minimum threshold of project readiness to be awarded grant funds. Applicant projects are considered to be in a given phase of development only after they have met all of the requirements in the previous phase. Required documentation will be reviewed with each applicant during the PAC process and must be submitted as part of the application.

Funding is intended for planning, preconstruction, permitting, and construction; allowable costs include those activities identified in the development phases below.

- *Phase 1: Planning and predevelopment*
 - Development team established; includes attorney, architect, and/or design-build team.

- Site control, defined as ownership, an executed PSA, an executed LOI, a long-term lease, or an executed ENA (see section 2.1).
 - Basic schematic design site plan, with basis of design; includes architectural and engineering narratives.
 - Property-specific site investigation report and due diligence.
 - Budget with cost estimates based on site plan/drawings.
- *Phase 2: Design development*
 - Site control, defined as ownership, an executed PSA, an executed LOI, a long-term lease, or an executed ENA (see section 2.1).
 - Site plan established with a schematic plan with architectural and engineering specifications, including architectural design drawings.
 - Stakeholder support established as demonstrated by a letter from city/county/board of directors/tribal entity.
 - Able to gain building permits within six months of funding.
 - Able to close on land and gain building permits within six months of funding.
 - Able to start construction within nine months of funding.
- *Phase 3: Shovel ready*
 - Ownership of real estate site.
 - Preliminary plan check completed, with comments received.
 - Construction drawings completed or near completion.
 - General contractor (builder) selected and ready for hire.
 - Ninety percent of construction drawings ready for submission for building permit.
 - Building permit ready for issue.
 - Able to start construction within 60 days or less.
- *Final Phase: Construction*
 - Projects that rehabilitate or renovate an existing facility are allowable as long as they result in an expansion of behavioral health services for the target population.

Full funding of a proposed development project will be contingent on completion of all three phases of development planning. The planning and predevelopment phase, which includes the submission of construction documents for building permit review, must be completed within six months of grant funding award.

2.3. Site Identification and Feasibility Analysis

Applicants will be expected to develop a competitive and itemized professional budget for all development costs, including legal, insurance, permits and fees, and performance and payment bonds, which will be scored alongside applications for projects of similar setting types and sizes.

DHCS, AHP, and AHP's subcontractors will conduct a financial viability assessment (as demonstrated through a five-year pro forma business plan) (Form 9), considering continued fluctuations in construction and other costs. Through various TA activities, such as the PAC and

financial document review, the State will assess long-term operational sustainability once the capital project is complete and in use for its intended purpose.

2.4. Eligible Facility Types

The following facility types may be considered for project funding **only** if they are expanding behavioral health infrastructure.

Table 2. Eligible Facility Types

Bond BHCIP Round 1: Launch Ready Eligible Facility Types
Acute Psychiatric Hospital
Adolescent Residential Substance Use Disorder (SUD) Treatment Facility
Adult Residential SUD Treatment Facility
Behavioral Health Urgent Care (BHUC)/Mental Health Urgent Care (MHUC)*
Chemical Dependency Recovery Hospital
Children's Crisis Residential Program (CCRP)
Community Mental Health Clinic (outpatient)
Community Residential Treatment System (CRTS)/Social Rehabilitation Program (SRP)
Community Treatment Facility (CTF)
Community Wellness/Prevention Center (tribal entities only)
Crisis Stabilization Unit (CSU)
General Acute Care Hospital (GACH) for behavioral health services only
Hospital-Based Outpatient Treatment (outpatient detoxification/withdrawal management)
Mental Health Rehabilitation Center (MHRC)
Narcotic Treatment Program (NTP)
NTP Medication Unit
Office-Based Opioid Treatment (OBOT)
Outpatient Treatment for SUD
Partial Hospitalization Program
Peer Respite
Perinatal Residential SUD Facility
Psychiatric Health Facility (PHF)
Psychiatric Residential Treatment Facility (PRTF)
Short-Term Residential Therapeutic Program (STRTP)
Skilled Nursing Facility with Special Treatment Program (SNF/STP)
Sobering Center (funded under the Drug Medi-Cal Organized Delivery System [DMC-ODS] and/or Community Supports)
Social Rehabilitation Facility (SRF)

*For purposes of this funding, a BHUC facility, also known as MHUC, is a walk-in center with voluntary stabilization-oriented services specific to individuals experiencing behavioral health or mental health crisis for less than 24 hours. This community-based option is typically designed to

provide an alternative to emergency department visits for urgent medical needs. BHUCs/MHUCs must focus on serving individuals in need of crisis services, commit to serving Medi-Cal beneficiaries, and offer some or all of the following:

- Multidisciplinary health assessment
- Psychiatric evaluation, diagnosis, and treatment
- Crisis stabilization and intervention, mental health counseling, and medication evaluation
- Direct referrals for treatment of care
- Linkage to community-based solutions
- Peer support

Facility types that are not eligible for funding:

- Correctional settings
- Schools

Applicants will be expected to define the types of facilities they will operate and explain how they will expand service capacity exclusively for community-based behavioral health facilities. Regional models, collaborative partnerships, and public-private partnerships are strongly encouraged.

2.5. Post-Award Expectations

Grantees must commit to executing Bond BHCIP contracts within 90 days of receipt of conditional award notice. Failure to fully execute contracts within the required time frame may result in the rescinding of Bond BHCIP funding awards. DHCS will not accept any changes to Bond BHCIP contracts.

Grantees must have a financial management system to track and project funding usage and perform any required data reporting. Bond payment processes and funding cycle will be subject to bond funding requirements. Additional guidance and TA will be provided to grantees in order to comply with bond requirements.

Awarded grant funding for Bond BHCIP Round 1: Launch Ready must be fully expended within five years of receipt of conditional award notice.

2.6. Encumbrance and Use Restrictions

In accordance with section 5960.15 of the California Welfare and Institutions Code (WIC), applicants will be required to commit to operating services in the financed facility for the intended purpose for a minimum of 30 years within existing funding for behavioral health services. Bond BHCIP funding may not be used to fund services. The approved building use restriction will be detailed in the Bond BHCIP contract.

2.7. Match Requirements

Mandatory match guidelines are required by statute and will be set according to applicant type. Cash match must be deposited into the project bank account (see section 5.2).

Project Funding Awarded	Local Government and Nonprofit Organization	For-Profit Organization
under \$150 million	10 percent	25 percent
above \$150 million	10 percent	25 percent
	Higher priority for applicants that include a higher local match	

Tribal entities (regardless of funding awarded) = 5 percent match.

For-profit organizations that have no prior behavioral health experience are required to partner and apply with an experienced service provider in order to leverage their partner's behavioral health experience. The partner's entity type will determine the percentage that will be used to calculate the match requirement. The match requirement will be based on the partner with the lowest match amount.

For-profit applicants with prior experience and no partnerships will be required to pledge a 25 percent match.

The match amount will be calculated using the following formula:

$(\text{total project award request} - \text{total calculated budget contingencies}) \times \text{required match percentage}$

Types of Eligible Match Sources

Applicants must document the match source being pledged for the project. Three types of sources are eligible to satisfy the match requirement: (1) cash, (2) in-kind property, and (3) sunk costs (i.e., capital expenses already incurred on the project). All match sources must be approved by DHCS.

a. Cash

Cash is the strongest form of match and can come from a variety of sources, depending on the applicant. Applicants must document their ability to pledge the required match in cash, including providing bank statements and investment statements showing available cash on hand. Applicants seeking to pledge public or private grant funds must document the funds are eligible for use on the proposed project. Cash sources for the delivery of services are not an eligible source of cash match. The list below provides additional examples of eligible cash sources:

- Local funding
- Mental Health Services Act (MHSA) funds from Community Services and Supports and Capital Facilities and Technological Needs (CFTN) components
- Behavioral Health Services Act (BHSA) funds from the Behavioral Health Services and Supports
- Foundation/philanthropic support
- [Opioid settlement funds](#) for SUD facilities
- Loans or investments
- Incentive payments from managed care plans; or
- Another source.

b. In-Kind Property Equity

Applicants may pledge the in-kind equity value of property if the property being pledged is the actual property where the facility will be located and the entire assessor's parcel number (APN) of the property being pledged for match is dedicated to the new development project. ***Only the equity value of the APNs that will be encumbered by the 30-year encumbrance restriction can count as an in-kind property match source and must be validated by a certified appraisal of the specific APN.***

In order to document the equity value of the pledged property, applicants must submit a certified appraisal dated within five years of the date of application. The certified appraisal must only give a value for the specific APN to be encumbered. The equity value of the property will be used to determine if the applicant can meet the match requirement.

If the applicant has an outstanding mortgage on the property that it pays on a regular basis, it must submit a copy of the most recent mortgage statement, including the outstanding mortgage value. The outstanding mortgage amount will be subtracted from the certified appraisal to determine the equity value:

$$\text{certified appraisal value} - \text{outstanding loan amount} = \text{equity value}$$

If an applicant has purchased the property outright and has clear title in hand, the applicant must submit either the grant deed or the payoff letter to indicate there is nothing outstanding that would reduce the equity value. Property valuations will be approved at the discretion of DHCS.

c. Sunk Costs

To satisfy the match requirement, DHCS may approve on a case-by-case basis sunk costs directly related to the development project. Sunk costs may be established with documentation of paid invoices including date and address of service and proof of payment (e.g., cancelled checks, online bank records, invoices) for professional services related to predevelopment of the proposed Bond BHCIP project. Eligible sunk costs may include the purchase of real property and

construction or renovation/rehabilitation costs, including project planning or project management; appraisals; inspections; preconstruction costs such as permitting, surveying, architectural, and engineering fees; hardscaping and/or landscaping costs essential to the completion of the project (may not exceed 5 percent of the total grant award); and furniture, fixtures, and equipment (FFE). A property that has been purchased at any time before execution of the Program Funding Agreement (PFA, or contract) can be contributed as a sunk cost, so long as it has undergone an appraisal within the past five years.

No sunk costs exceeding one year prior to the date of the Bond BHCIP Notice of Award may be claimed. Sunk costs must be claimed no later than seven calendar days after the date of the conditional award letter.

All match amounts must be well-documented. Both the amounts and sources will undergo a thorough review by DHCS and AHP prior to the awarding of funds. Cash is the preferred form of match. Services, Behavioral Health Subaccount funding, and State general funds are not permitted sources for match.

2.8. Development Budget

Applicants will be expected to submit a competitive and itemized professional development budget (see application attachment Form 2: Budget Template) with their Bond BHCIP Round 1: Launch Ready application. All development budgets must contain the requested amounts for each phase of funding. Bond BHCIP awards will be based on the application budget; therefore, special attention and care should be made to include all development costs associated with planning, permitting, and construction of a “public works” prevailing wage job. Applicants that have a current Negotiated Indirect Cost Rate Agreement (NICRA) established with a federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals may use the current NICRA as the basis for indirect costs. Alternatively, if the applicant does not have a current NICRA, the applicant may elect to use a rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

Applicants should include all anticipated costs for the planning, permitting, and construction of their project, including prevailing wage rates for all onsite work, for an anticipated construction start in 2025-2026. Budgets should include all costs for insurance (including builder’s risk, workers’ compensation, commercial auto, general liability, and property), along with costs for payment and performance bonds, legal fees, specialty consultants, permits and fees associated with building permits, and potential additional fees, depending on the project and jurisdiction. The PFA details insurance requirements.

Applicants must comply with all Department of Industrial Relations (DIR) regulations related to completing a “public works” project and should only accept qualified construction bids from general

contractors who are currently registered with the DIR (see section 2.10) and preferably have past public works experience.

Essential FFEs may be allowable costs for permanent property that is attached to the building and/or required for license/certification of the facility, as per the DHCS allowable expense list (Attachment B), with a maximum of 10 percent of the total budget.

Project grantees are responsible for ensuring that their project is on schedule and on budget. Project grantees that are awarded Bond BHCIP funds will be solely responsible for any costs to complete the project in excess of the Bond BHCIP award amount. Neither DHCS nor AHP will be responsible for any cost overruns.

Applicants must provide a description of their contingency plan for funding any potential cost overages beyond the Bond BHCIP grant award.

2.9. Accessibility and Nondiscrimination

All developments must adhere to the accessibility requirements set forth in California Building Code Chapters 11A and 11B and the Americans with Disabilities Act, Title II. In addition, developments must adhere to either the Uniform Federal Accessibility Standards (UFAS), 24 CFR Part 8, or the U.S. Department of Housing and Urban Development's (HUD) modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 FR 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units should, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Part 8.26.

Grantees must adopt a written nondiscrimination policy requiring that no person will, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), justice system involvement (except where explicitly required by law), or arbitrary characteristics, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any project or activity funded in whole or in part with funds made available pursuant to this RFA. Nor will all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with funds made available pursuant to this RFA.

Grantees must comply with the requirements of the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Civil Rights Act, Government Code section 11135, section 504 of the Rehabilitation Act of 1973, and all regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35.

2.10. State Prevailing Wage

A project funded by a Bond BHCIP grant is a “public works” project if the applicant intends to use the Bond BHCIP funds for the “construction, alteration, demolition, installation, or repair” of a building or structure (Cal. Lab. Code section 1720(a); Cal. Lab. Code section 1750(b)(1)). Applicants using Bond BHCIP grants to fund public works are subject to California’s prevailing wage and working hours laws (Division 2, Part 7, Chapter 1 of the California Labor Code), and the applicant’s project is subject to compliance monitoring and enforcement by the DIR (Cal. Lab. Code section 1771.4(a)(1)). Bond BHCIP award recipients must register as the “awarding body” with the DIR within 30 days of execution of the PFA. Further, as detailed in the Bond BHCIP PFA, proof that the general contractor is registered with the DIR will be required before Bond BHCIP funds are disbursed.

Applicants must complete Form 5: Applicant’s Certification of Prevailing Wage as a part of the application process. If DHCS selects an applicant to receive a Bond BHCIP grant and the applicant is using the grant to fund a public works project, then the applicant must submit a Certification of Compliance that includes an attestation from the general contractor certifying that the general contractor will comply with California’s prevailing wage and working hours laws (including posting job notices, as required by Labor Code section 1771(a)(2)). The Certification of Compliance must also state that the general contractor will maintain its labor records in compliance with all applicable state laws (Cal. Lab. Code section 1776) and should make all labor records available to the DIR and any other applicable enforcement agencies upon request (Cal. Lab. Code section 1771.4(a)(3)). The Certification of Compliance must be signed by the general contractor(s) and the applicant.

If DHCS selects an applicant to receive a Bond BHCIP grant and the applicant is not using the grant to fund a public work, then the applicant must submit a Certification of Inapplicability to DHCS explaining why the project is not a public work as defined by California Labor Code section 1720. The Certification of Inapplicability must be signed by the general contractor(s) and the applicant.

2.11. Streamlined, Ministerial Review Process

In accordance with California WIC section 5960.31, if a Bond BHCIP-funded project meets the criteria set forth in paragraph (1) or (2) and complies with subdivisions (b) and (c) of that section,

then it “shall be a use by right and shall be subject to the streamlined, ministerial review process and filing requirement, pursuant to subdivisions (b) and (d) of Section 50675.1.5 of the Health and Safety Code, and not subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals.”

Applicants must determine if they are subject to the streamlined, ministerial review process due to meeting the requirements set forth in section 5960.31. DHCS nor AHP is responsible for making this determination.

2.12. California Environmental Quality Act (CEQA)

In the event the applicant determines that its Bond BHCIP-funded project is exempt from CEQA, due to being subject to ministerial review (14 C.C.R. §15268(a)) or any other reason, the applicant must file a Notice of Exemption with the appropriate local agency. Additionally, the applicant must provide DHCS, through AHP, with a copy of the filed Notice of Exemption.

If the applicant determines that CEQA applies to its project, the applicant must provide DHCS, through AHP, with copies of all appropriate documentation demonstrating the project’s compliance with CEQA once the applicant has received project approval.

DHCS nor AHP is not responsible for determining whether Bond BHCIP-funded projects are exempt from CEQA. Furthermore, DHCS nor AHP is responsible for filing the Notice of Exemption on behalf of an applicant.

2.13. Low-Rent Housing Project Exemption

In accordance with California WIC section 5960.35(b)(1), a project funded with a BHCIP grant will not be considered a “low-rent housing project,” as defined in section 1 of article XXXIV of the California Constitution, if the project meets any one of the following criteria:

1. The project is privately owned housing, receiving no ad valorem property tax exemption, other than exemptions granted pursuant to subdivision (f) or (g) of section 214 of the Revenue and Taxation Code, not fully reimbursed to all taxing entities, and not more than 49 percent of the dwellings, apartments, or other living accommodations of the project may be occupied by persons of low income.
2. The project is privately owned housing, is not exempt from ad valorem taxation by reason of any public ownership and is not financed with direct long-term financing from a public body.
3. The project is intended for owner-occupancy, which may include a limited-equity housing cooperative as defined in section 50076.5 of the Health and Safety Code, or cooperative or condominium ownership, rather than for rental-occupancy.
4. The project consists of newly constructed, privately owned, one- to four-family dwellings not located on adjoining sites.

5. The project consists of existing dwelling units leased by the state public body from the private owner of these dwelling units.
6. The project consists of the rehabilitation, reconstruction, improvement or addition to, or replacement of, dwelling units of a previously existing low-rent housing project, or a project previously or currently occupied by lower-income households, as defined in section 50079.5 of the Health and Safety Code.
7. The project consists of the acquisition, rehabilitation, reconstruction, improvement, or any combination thereof, of a project which, prior to the date of the transaction to acquire, rehabilitate, reconstruct, improve, or any combination thereof, was subject to a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households and maintains, or enters into, a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households.

If a project funded with a Bond BHCIP grant is a “low-income housing project” as defined by section 1 of article XXXIV of the California Constitution but does not meet any of the criteria listed above, then the applicant must comply with the requirements set forth in that section of the California Constitution.

Part Three: Application Process and Submission

3.1. Application Process

Applications will be accepted electronically only. Applications may not be hand delivered or mailed. The application and attachments, along with instructions for submission of the online application, can be found on the [BHCIP website](#). No modified formats will be accepted. The deadline for applications will be **December 13, 2024, at 5 p.m. PT**. It is the applicant’s responsibility to ensure that the submitted application is complete and accurate and includes all required supporting forms. Reviewers may request additional clarifying information from the applicant. An application will not be reviewed in the following instances:

- The applicant does not request a PAC by the specified deadline (see section 1.4).
- The application is received after the application submission deadline.
- The application is incomplete or missing required information or forms, and/or does not include a complete development budget (see section 2.8).
- The facility type is ineligible.
- The project fails to meet minimum threshold requirements (see section 2.2).

Reasonable Accommodations for Bond BHCIP Application

For individuals with disabilities, DHCS will provide assistive services such as reading or writing assistance and conversion of the RFA, questions/answers, RFA addenda, or other Administrative Notices in braille, large print, audiocassette, or computer disk. To request copies of written

materials in an alternate format, please send an email to BHCIP@dhcs.ca.gov or call (323) 545-6202.

Regional Funding Reserve Methodology

DHCS will prioritize completed applications by geographic distribution (see Table 3). Bond BHCIP Round 1: Launch Ready will adopt a regional funding approach, similar to models used in other state-funded capital programs. Counties are assigned to one of seven geographic regions, each with a specific funding amount reserved. The funding amounts for each region, along with the tribal set-aside and discretionary reserve, are listed below. Applicants within each region will compete against other applicants in that same region, thereby supporting geographic equity and funding disbursement across the state. If an insufficient number of competitive applications is submitted from within a region, the remaining funding will be awarded at the discretion of DHCS.

Regional funding caps will be established and the amounts available per region will be determined based on the Behavioral Health Subaccount. In Bond BHCIP Round 1: Launch Ready, the \$1.5 billion available exclusively for county, city, and tribal entities will not be subject to a regional funding cap.

In addition, for the Bond BHCIP Round 1: Launch Ready, up to \$1.8 billion and Bond BHCIP Round 2: Unmet Needs up to \$1.1 billion will be available for all eligible entities, 20 percent of funds available for Bond BHCIP will be set aside for use in regions at the State's discretion to ensure funding is effectively aligned with need. (For example, this reserve money may be used to fund high-scoring projects in oversubscribed regions).

Following an initial round of regional funding allocations, DHCS will conduct periodic reviews of the number of completed applications from each region. If an insufficient number of competitive applications is received and awarded within a region, the remaining funding will be awarded at the discretion of DHCS or shifted to Bond BHCIP Round 2: Unmet Needs.

Table 3. Bond BHCIP Round 1: Launch Ready—Regional and Statewide Funding

1. Regions for All Eligible Entity Funds	Subtotal Available to Regions for All Eligible Entities: \$1.8 billion
Los Angeles County	\$479,190,226
Bay Area: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma	\$278,108,183
Southern California: Imperial, Orange, Riverside, San Bernardino, San Diego, Ventura	\$263,680,311
San Joaquin Valley: Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, Tulare	\$154,666,275
Sacramento Area: El Dorado, Placer, Sacramento, Sutter, Yolo, Yuba	\$81,768,565
Central Coast: Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz	\$51,771,065
Balance of State: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, Trinity, Tuolumne	\$58,815,375
Tribal	\$90,000,000
Discretionary: The discretionary set-aside may also be used to fund high-scoring projects in regions that have met their funding reserve.	\$342,000,000
2. No Regional Caps for County, City, and Tribal (only) Funds	Subtotal Available Statewide for County, City, and Tribal*: \$1.5 billion
Total for Bond BHCIP Round 1: Launch Ready	Up to \$3.3 billion

* Of the \$1.5 billion, a minimum of \$30 million will be designated to tribal entities, as required by statute.

3.2. Pre-Application Consultations and Technical Assistance

As consistent with previous BHCIP rounds of funding, AHP, a consulting and research firm focused on improving health and human services systems, is serving as the administrative entity for BHCIP and will be assisting in the provision of TA.

Starting in August 2024, and concluding in November 2024, and as part of the RFA process, all prospective applicants will be required to engage in a PAC, which will provide an opportunity to discuss the proposed project, match requirements and potential sources of local match, statutory and regulatory requirements, how the project addresses local need/gaps and the State's priorities, and other related considerations. AHP will provide PACs in coordination with experts in real estate, finance, tribal relations, and behavioral health, as needed. Applicants will submit a request for a PAC and complete a PAC request form to indicate their understanding of the project requirements. The deadline to request a PAC will be October 15, 2024.

AHP will be holding office hours and offering bond funding application learning modules to potential applicants to assist in application preparation. These TA offerings will review various project-related topics. TA will help applicants understand the minimum project requirements and budgeting practices. Minimum project requirements will be discussed in the TA offerings, including match requirements, a sustainable business plan, a conceptual site plan, architectural and engineering narratives, roles and responsibilities of development teams, and initial budgeting based on conceptual site plans.

Upon receipt of an award and execution of the PFA, the eligible applicant and any co-applicants will be referred to as the project "sponsor," both individually and collectively. Following award announcements, specialized TA will be provided to all Bond BHCIP grantees. In addition, AHP will offer ongoing general training and TA, including learning collaboratives and other opportunities, for grantees throughout the life of the project.

Additional information and TA related to the RFA will be available on the BHCIP [website](#). AHP will also develop and update on an ongoing basis a list of Frequently Asked Questions (FAQs) that will be accessible to all prospective applicants and grantees. See the timeline in section 1.4 for important dates and times.

Part Four: Award Scoring and Process

4.1. Application Scoring Criteria

Eligible Bond BHCIP grant applications undergo a competitive review process. DHCS will only award and fund projects from applicants that are in good standing with all local, county, state, and federal laws and requirements.

At a minimum, applicants must provide a full, complete application and meet the following criteria to be considered for award:

- Demonstrate expansion of services for individuals in need of crisis and/or behavioral health services.
- Demonstrate match.
- Schedule a PAC by the deadline of October 15, 2024, and complete it no later than November 14, 2024.
- Attest that the project will meet federal, state, and local laws.
- Demonstrate the capacity to complete project development and expend funds on time and on budget.
- Align with the State priorities listed in section 1.1.
- Align with needs and gaps outlined in the statewide assessment, "[Assessing the Continuum of Care for Behavioral Health Services in California](#)."
- Budget reasonable proposed costs for the facility type and scope of rehabilitation or renovations proposed.
- Demonstrate long-term sustainability for the proposed project.
- Identify a service capacity increase in the total number of bed and/or slot count based on each proposed facility type and the individuals to be served.

Application scoring will also take into consideration the following factors:

- Later phases of development (see section 2.2) at the time of application
- Expansion of residential/inpatient facilities
- Regional models or collaborative partnerships, including public-private partnerships, aimed at constructing, renovating, and/or expanding community-based services are eligible and encouraged, as are projects using a campus-type model that collocates multiple levels of care on the continuum, with a focus on residential treatment centers.

4.2. Award Process

Awarded applicants will receive a conditional award letter by email from DHCS/AHP. Access to awarded funds is contingent upon verification of grantee's eligibility, completion of award certification steps, and final, digital execution of the PFA. Conditional grantees are expected to clear title to the subject property to be improved with Bond BHCIP funds and complete PFA execution within 90 days of receipt of the PFA. DHCS reserves the right to rescind conditional award funding and redirect it to alternate applicants in instances where extended delays in PFA execution occur.

As part of the PFA execution process, conditional grantees must execute a Facility Access Agreement (FAA) that states that DHCS will have access to the Bond BHCIP-funded facility throughout the 30-year encumbrance period. They must also provide a signed opinion letter from their legal counsel stating that the PFA, including real estate instruments, along with the program

requirements, is not in conflict with any existing contract or agreement related to the property, project, or conditional grantee.

The PFA must be signed, returned, and fully executed with AHP before initial funding will be awarded. DHCS will not accept any changes, negotiations, or redlining to the PFA. Depending on the applications received, their project locations, allowable expenditures, amounts of funds requested, and funding available, DHCS may choose to fund only part of an application. In that case, DHCS would reach out to the potential grantee to determine their interest in receiving a smaller amount than originally requested.

Funds awarded pursuant to the project must be used to supplement, and not supplant, other funding available from existing local, state, or federal programs or from grants with similar purposes. Funding may not be used for “reimbursement.” Only those costs that can be associated with completing the project would be eligible costs, as noted in section 5.2.

Applicants that are not funded during Bond BHCIP Round 1: Launch Ready may be eligible to apply for Bond BHCIP Round 2: Unmet Needs funding. TA will be available on an ongoing basis.

4.3. Appeals

California law does not provide a protest or appeal process against award decisions made through an informal selection method. Applicants submitting a response to this RFA may not protest or appeal the award. All award decisions made by DHCS will be final.

Part Five: Project Operations

5.1. Project Oversight and Reporting

As specified by DHCS and upon request, grantees must provide progress reports in connection with the approved timeline, statement of work (SOW), and budget, as well as any updates to the timeline for completion of the project. The progress reports should include the project’s completion milestones and any updates or substantial changes. Grantees must promptly notify DHCS of any changes regarding organization, authorization, or capacity. This information will be outlined in the PFA.

Grantees are required to meet state financial and administrative reporting requirements and submit data through an online portal. Reporting requirements will include regular reports (at least once every 30 days) indicating progress toward meeting performance milestones, and a final report. The annual report will be due no later than January 31 for the prior calendar year of January 1 to December 31. Funding will be contingent upon provision of the timely submission of data and reporting. These requirements will be fully detailed upon award.

In addition to the foregoing, each grantee must submit to DHCS periodic reports, updates, and information as deemed necessary by DHCS to monitor compliance and/or perform project evaluation. Any requested data or information must be submitted electronically in a format provided by DHCS.

Additional reporting requirements may be required by DHCS for up to 30 years after completion of project construction.

5.2. Disbursement of Grant Funds

The PFA will set forth the general conditions for disbursement. All grantees will be able to commence work and invoice for Bond BHCIP Round 1: Launch Ready project-specific expenses incurred back to the date of their conditional award, provided the expenses align with the project identified in the grant application and the final executed PFA and detailed SOW, and dated receipts/supporting documentation are available to verify project expenses. Eligible sunk costs may include the purchase of real property and construction or renovation/rehabilitation costs, including project planning or project management; appraisals; inspections; preconstruction costs such as permitting, surveying, architectural, and engineering fees; hardscaping and/or landscaping costs essential to the completion of the project (may not exceed 5 percent of the total grant award); and FFE (see section 2.7.) The project funding will become available upon final execution of the Bond BHCIP Round 1: Launch Ready PFA with AHP, at which point, the grantee may begin submitting invoices.

Disbursement of funds will follow bond payment processes and funding cycle. The grantee will submit relevant invoices to the draw authority for work completed. The draw authority will review the draw request, approve the invoices for work completed, and issue approval for disbursement of funds to the grantee. The grantee will then be responsible for paying invoices in a timely manner. Subsequent funding for construction will be released following site inspections and once draw requests are submitted for work completed in alignment with the bond payment processes and funding cycle.

AHP will closely monitor progress on construction and will track and review all schedules, change orders, and contingency expenses. Grantees will be responsible for submitting invoices, revised budgets, and schedules to AHP for approval. Grantees must ensure that expenses are allowable under the PFA and will be expected to provide sufficient backup documentation. Grantees are responsible for ensuring that their project is on schedule and on budget. Grantees who are awarded Bond BHCIP funds will be solely responsible for any costs to complete the project in excess of the program funds award amount. Neither DHCS nor AHP will be responsible for any cost overruns. Additional details regarding the funding and disbursement process will be provided upon award.

5.3. Funding Promotion

Grantees must collaborate with DHCS on requests to promote the award opportunity and services funded through the award. Requests for which the grantee will be responsible may include, but are not limited to, conducting media interviews; submitting letters to the editor of local or statewide publications; providing comments for related media activities; and/or submitting informational videos discussing the grantee's organization, services provided, and resulting impacts of the Bond BHCIP funding on communities.

Part Six: Forms/Attachments (Total of 15)

Applicants must include all of the following attachments with the application. All required forms and supporting documents must be completed and uploaded in the application portal.

Form 1: Application Questions Guide (Note: additional questions may be included on the application portal)

Description: Application questions and related documents for Bond BHCIP Round 1: Launch Ready

- Letter(s) of support
- Any preliminary site plans, design drawings, or construction drawings for the proposed project—these may include schematic designs, architectural drawings, construction blueprints, and/or other renderings (Please limit each file size to less than 20 MB).
- Resumes of the development team that developed the design/construction plans.
- A copy of all executed contracts for hire related to the project's development team (lawyer, construction manager, development manager, architect, consultants, general contractor, etc.).
- Organization chart (for corporations, LLCs, and general partnerships owned by individuals or natural persons).
- A certified appraisal and a bank loan document, if identifying a real property contribution for match.
- A valid rough order of magnitude cost estimate if no construction plan is in place.
- A preliminary title report.

Form 2: Budget Template

Description: Pre-formatted template for all costs related to the proposed project, including match

Form 3: Development Team Information

Description: Information about development team, including contact information and experience

Form 4: Design, Acquisition, and Construction Milestone Schedule

Description: Schedule for achieving design, acquisition, and construction milestones

Form 5: Applicant's Certification of Prevailing Wage (inclusion in estimated budget)

Description: Certification with an attestation from the general contractor that the general contractor will comply with California's prevailing wage and working hours laws

Form 6: Applicant's Certification of Funding Terms

Description: Certification that the applicant will receive, expend, and administer all funds received under this initiative pursuant to the terms outlined

Form 7: Community Engagement

Description: Table to detail applicant outreach efforts related to the proposed project

Form 8: Schematic Design Checklist

Description: Checklist of start and completion dates for schematic design drawings, including architectural and engineering technical information

Form 9: Facility Financial Operating Pro Forma Template

Description: Table of revenue and expenses to show annual net operating income

Form 10: Board Authorizing Resolution (BAR) Template

Description: Template for eligible entities to confirm signing authority for the PFA. Local government entities are allowed to use their own authorizing resolution.

Attachment A: Pre-Application Consultation Process

Description: Outline of the PAC process, including a link to the required survey

Attachment B: DHCS Allowable Expense List

Description: List of allowable expenses for Bond BHCIP-funded projects

Attachment C: Letter of Support Guidelines

Description: Requirements related to all letters of support submitted as part of a Bond BHCIP Round 1: Launch Ready application

Attachment D: Budget Glossary of Terms

Description: Glossary of terms related to the budget for Bond BHCIP Round 1: Launch Ready applications

Attachment E: Glossary of Terms

Description: Glossary of terms for Bond BHCIP Round 1: Launch Ready

Budget Estimate MCHSA North Campus Expansion	
<u>Item</u>	<u>Cost</u>
Equipment Fencing, Propane Tank/Generator	12,000
Restriping Parking Lot	8,625
Parking Wheel Stops	23,000
Concrete Perimeter Sidewalk	35,000
Parking Lot Asphalt	75,000
Exterior Mounted Lights	8,500
Door Replacement and Locks	55,000
Gutter and Downspouts	20,000
Paint (Exterior)	20,000
Windows	52,000
Signage	27,000
Exterior Siding	70,000
Roof Repair	20,000
Door Thresholds	2,700
Interior Door Hardware	3,500
Faceplates, Outlets and Switches	4,000
Wall patches	5,500
Storage Area Re-work	13,500
Interior Paint	15,500
Exit Signage	20,000
Vinyl Floors	64,000
Indoor Lighting	52,000
Site Lighting	60,000
Site Stormwater Drainage	150,000
Site Security Cameras	161,000
Parking Lot Asphalt	210,000
Exterior Envelope Waterproofing	90,000
Hazardous Materious Study and Abatement	84,000
Kitchen Appliances	10,000
Security Alarm	35,000
Furniture Allowance	76,700
Interior Renovations	280,000
Generator and generator utilities	144,000
Electric capacity Upgrade	260,000
HVAC	288,000
ADA Restrooms	115,000
Well Service	46,000
Electrical Utilities	80,000
Septic Upgrade	92,000
Data and IT	127,000
Total	2,915,525



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-490

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Adopt a Resolution Authorizing the Mariposa County Health and Human Services Agency to Apply for County Medical Services Program (CMSP) Healthcare Infrastructure Development Matching Grant

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Authorizing the Mariposa County Health and Human Services Agency (MCHHSA) to Apply for a County Medical Services Program (CMSP) Healthcare Infrastructure Development Matching Grant.

Approval to apply for this CMSP grant award would allow MCHHSA to potentially secure the funds necessary to support the financial match required for the Behavioral Health Continuum Infrastructure Program ("BHCIP") grant funding. MCHHSA is seeking Board of Supervisors approval to apply for CMSP funding in the amount of \$300,000.00. These CMSP matching funds (10%) would be aligned with potential \$3,000,000.00 BHCIP funding, contingent on application approval and award, to allow for the remodeling and infrastructure improvements necessary for the North County site to open, and to begin providing more robust behavioral health services and resources to residents within our North County community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

MCHHSA has brought related Agenda item, Adopt a Resolution Authorizing MCHHSA to apply for and participate in the Behavioral Health Continuum Infrastructure Program ("BHCIP"), for Board of Supervisors consideration during the November 12th, 2024 meeting.

On December 5, 2023 through Resolution 2023-644, the Board of Supervisors approved an agreement to purchase approximately 0.94 acres of real property at 10304 Fiske Road in Greeley Hill, California wherein Mariposa County Health and Human Services would be the lead department to facilitate health and social services for north county residents. The \$3,000,000.00 BHCIP funding that MCHHSA is seeking to apply for would facilitate the necessary site improvements and infrastructure needs to open this site for service delivery to the community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the resolution to authorize an application for the CMSP Healthcare Infrastructure Development Matching Grant funding, then MCHHSA will not be able to apply these matching funds to the related BHCIP grant funding opportunity. MCHHSA would continue to seek other funding that

supports remodeling and infrastructure needs to allow for site readiness for service delivery at the North County site.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **HID-RFA-Board-Approved-07.27.23.Mariposa County**

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

REQUEST FOR APPLICATIONS

County Medical Services Program Governing Board CMSP Healthcare Infrastructure Development Matching Grant

I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM

The County Medical Services Program (CMSP) was established in January 1983 as a dedicated program for smaller rural counties (under 300,000 population) to provide health care services to uninsured indigent adult residents. In April 1995, the CMSP Governing Board was established to set overall program and fiscal policy for CMSP. Thirty-five counties throughout California participate in CMSP: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Napa, Nevada, Plumas, San Benito, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba.

The CMSP Governing Board currently administers three health benefit programs, including CMSP, Connect to Care, and the Path to Health Pilot Project; four grant programs, including the Local Indigent Care Needs Grant (LICN), the Health Systems Development Grant (HSG), the Specialty Care Access Grant and the COVID-19 Emergency Response Grant; and two healthcare workforce development programs.

II. ABOUT THE CMSP HEALTHCARE INFRASTRUCTURE DEVELOPMENT MATCHING GRANT

With the CMSP Healthcare Infrastructure Development Matching Grant Request for Applications (RFA), the CMSP Governing Board seeks to help CMSP counties and organizations contracted with CMSP counties develop expanded physical capacity to provide healthcare and behavioral health services to underserved populations including CMSP beneficiaries. The funding is intended to provide funding to help meet the local financial match requirement for CMSP counties to take advantage of other healthcare infrastructure funding opportunities provided by state, federal or other programs to expand physical capacity to provide healthcare and behavioral health services. Grant funds are available to CMSP counties and CMSP counties on behalf of an organization that delivers healthcare or behavioral health services to underserved populations including CMSP beneficiaries under a contract with the CMSP county.

III. GRANT AWARD AMOUNTS

The Governing Board, in its sole discretion, may fund or not fund Healthcare Infrastructure Development Matching Grants. Total funding for the program provided by the Governing Board may equal up to ten-million dollars (\$10,000,000) over the duration of the program. One-time grant awards may be provided to a CMSP county as follows:

- For a single CMSP county, the lower of \$500,000 or a 5% match of the total project cost; and
- For two or more CMSP counties, the lower of \$1 million or a 5% match of the total project cost.

Funding under the program shall be available solely for local matching costs associated with the development of physical infrastructure for the delivery of healthcare or behavioral health services. No grant funding shall be provided for indirect costs, overhead costs, or ongoing program operation expenses.

Only one matching grant may be received by a CMSP county, and receipt of a grant by a CMSP county on behalf of an organization under contract to a CMSP county shall be counted as receipt by that county.

IV. GRANT PROGRAM TIMELINE

Below is the anticipated timeline for the Healthcare Infrastructure Development Matching Grant. This timeline is subject to change at the Governing Board's discretion.

Healthcare Infrastructure Development Grant Application Timeline	
Date	Activity
January 2023	Request for Applications Released
February 2023	Opening Date of Application Submissions
December 2024	Closing Date for Application Submissions

V. GRANT APPLICATION REQUIREMENTS

A. Eligible Entities

Eligible entities that may apply for grants under this program are the following county agencies: Health Departments, Public Health Departments, Behavioral Health Departments, and Health and Human Services Agencies.

In addition, any of these referenced county agencies may apply on behalf of a non-profit or for-profit organization in the CMSP county that is under contract to the county for the delivery of health or behavioral health services to underserved populations including CMSP beneficiaries, and that organization is applying for or has received a federal, state, or other grant for healthcare infrastructure development that requires a local financial match. To be eligible, the organization must have a contract with the CMSP Governing Board for the provision of medically necessary health care services to CMSP members. The organization must also have entered into a memorandum of understanding (MOU) or other agreement with the county agency to confirm the organization's role in the program, including that it is working on behalf of the county agency.

B. Grant Application

Please complete the Grant Application template located on the CMSP website.

1. *Applicant Name.* List the name and contact information of the county agency applying for grant funding. If the application is made on behalf of a non-profit or for-profit organization in the county, also list the name and contact information for that organization.
2. *Project Title.* Provide a title for the grant project.
3. *Requested Grant Amount.* List the requested grant amount (not to exceed the lower of \$500,000 or a 5% match of the total project cost), the total project cost and the proportion of the required local match that would be funded by the CMSP Healthcare Infrastructure Development Grant.
4. *Target Population.* Identify the target population(s) to be served by the new facility or facilities that will be constructed using the CMSP grant funds.
5. *Description of Project.* Provide a summary description of the infrastructure project, including the following:
 - a. Identification of the federal, state or other grant that will serve as the primary funding for the infrastructure project and the amount of funding requested and/or received under that grant (include a website link to information regarding grant);
 - b. Required amount of local matching funds for receipt of the federal, state or other grant;
 - c. Summary description of the infrastructure project, including an outline of the project, square feet to be constructed, location of the new or expanded facility, expected project completion date, and beginning date for delivery of health and/or behavioral health care services at the new or expanded facility;
 - d. Type of healthcare, behavioral health and other direct care services that will be provided at the new facility (funded by the infrastructure grant).
6. *Project Partners.* If the application is made on behalf of an organization, list the contracted partner(s) that will deliver services under a contract with the county.

C. Letter of Commitment by County Board of Supervisors

In addition to the Grant Application requirements specified above, each application submitted by a county agency or a county agency on behalf of a county-contracted organization must submit a Letter of Commitment from the County Board of Supervisors (or Boards of Supervisors in joint-county applications) with the county's grant application. This Letter of Commitment is intended to provide an up-front assurance that the county commits to assuring that the healthcare infrastructure funded by the CMSP Grant shall be used for the intended purpose for the entire period required under the federal, state or other grant being applied for or received by the county or an organization under contract with the county. Failure to include the Letter of Commitment will disqualify the application from funding consideration.

D. Primary Grant Supplemental Documentation

In addition to the Grant Application requirements specified above, each application submitted by a county agency or a county agency on behalf of a county-contracted organization must submit copies of the following documents:

1. Primary grant application;
2. Primary grant award letter; when available;
3. Primary grant agreement, when available;
4. All agreements and MOU's between the county agency and the non-profit or for-profit organization that pertain to the Healthcare Infrastructure Development Matching Grant and the associated duties of each entity; and
5. Any agreements and MOU's between any entities in regard to acquisition, usage, lease or purchase of any real property related to the Healthcare Infrastructure Development Matching Grant project.

VI. GRANT APPLICATION FORM AND INSTRUCTIONS

1. Please complete the Grant Application form located on the CMSP website.
2. All applications must be complete at the time of submission and use the application form provided. Please use the Arial font and use a minimum of 11-point font.
3. The application must be signed by a person with legal authority to obligate the Applicant.
4. Submit all applications via email to grants@cmspcounties.org.
5. Include as a separate attachment the signed Letter of Commitment from the County Board of Supervisors (see Section V.C. above).
6. Include as separate attachments any available supporting documents as listed in Section V.D. above.
7. Do not provide any materials that are not requested.
8. Grant applications shall be received by the Governing Board on a rolling basis beginning January 2023 and lasting until December 2024.

VII. CMSP STAFF CONTACT

Please direct any questions regarding the RFA to:

Laura Moyer, Grants Administrator
CMSP Governing Board
1545 River Park Drive, Suite 435
Sacramento, CA 95815
(916) 649-2631 ext. 110
grants@cmspcounties.org

VIII. GENERAL INFORMATION

1. The Governing Board shall have no obligation to provide Grant funding or continue to provide Grant funding at any time.
2. All applications become the property of the Governing Board and will not be returned to the Applicant unless otherwise determined by the Governing Board in its sole discretion.
3. Any costs incurred by the responding Applicant for developing an application are the sole responsibility of the responding Applicant and the Governing Board shall have no obligation to compensate any responding Applicant for any costs incurred in responding to this RFA.
4. Applications may remain confidential during this process only until such time as determined by the Governing Board in its sole discretion. Thereafter, the Governing Board may treat all information submitted by a responding Applicant as a public record. The Governing Board makes no guarantee that any or all portions of an application will be kept confidential, even if the application is marked “confidential,” “proprietary,” etc.
5. The Governing Board reserves the right to do the following at any time, at the Governing Board’s sole discretion:
 - a. Reject all applications or cancel this RFA;
 - b. Waive or correct any minor or inadvertent defect, irregularity, or technical error in any application;
 - c. Request that certain or all Applicants supplement or modify all or certain aspects of their respective applications submitted;
 - d. Modify the specifications or requirements for the Grant program in this RFA, or the required contents or format of the applications prior to the due date;
 - e. Extend the deadlines specified in this RFA, including the deadline for accepting applications; and
 - f. Award, or not award, any amount of Grant funding to any Applicant.
6. All grants awarded shall be subject to the terms of a grant agreement as determined by the Governing Board. For grants jointly awarded to a county agency and a county agency on behalf of a county-contracted organization, both grantees must sign the grant agreement with each grantee agreeing to be fully bound to the terms and conditions set forth therein.
7. Healthcare Infrastructure Development Matching Grant Award Letters provided to applicants who have not yet been approved with their intended primary funder will include language that the grant is contingent upon receipt and acceptance of an award offer from the primary funder as listed in the Healthcare Infrastructure Development Matching application.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-491

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Approve an Agreement with SJBH, LLC Dba: San Jose Behavioral Health in the Amount of \$200,000 for Inpatient Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with SJBH, LLC Dba: San Jose Behavioral Health in the Amount of \$200,000 for Inpatient Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County does not operate inpatient hospital facilities and therefore establishes agreements for such placements. Multiple agreements are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of agreements, there may come a time when someone is a danger to themselves or others and no bed space is available.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Board of Supervisors approved the most recent agreement with San Jose Behavioral Health on May 16, 2023 through Resolution No. 2023-267.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this agreement and Behavioral Health will be hindered in providing emergency care to persons undergoing psychiatric emergencies.

FINANCIAL IMPACT

None

ATTACHMENTS

1. San Jose Behavioral Health 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 INPATIENT 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 SJBH, LLC DbA: San Jose Behavioral Health, 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 inpatient 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 \$200,000 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 \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$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:

San Jose Behavioral Health
455 Silicon Valley Blvd.
San Jose, CA 95138

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

Steve Vanderpoel, CEO
SJBH, LLC Dba: San Jose Behavioral
Health

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Services and Personnel

CONTRACTOR shall provide psychiatric inpatient services to COUNTY beneficiaries who are authorized for services by COUNTY.

Services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.

All personnel rendering services shall be employed by or under contract with Contractor. They shall be members of Contractor inpatient professional staff. The services shall be provided under the direction of the Contractor Facility Director and shall meet appropriate professional standards.

Progress Notes and Discharge

Contractor shall notify County of the proposed discharge date of all persons served under this Agreement.

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client including any mental health assessments and diagnosis. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison by phone, secure email or secure fax for coordination and consultation purposes. Secure fax number is 209 742-0996 and phone is 209 966-2000. Client records shall include enough information for an evaluation of services provided.

Protected Health Information (PHI)

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.

CONTRACTOR will train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:

HIPAA / 45 C.F.R. Parts 160 and 164

LPS / W&I Codes Sections

5328- 5328.1545 C.F.R. Part 2

HITECH Act 42. U.S.C. Section 17921

et. seq.CMIA Ca Civil Code 56 through 56.37
Title 9, CCR Section 1810.370(a)(3)

Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail within 48 hours.(as defined by the HITECH Act)

Outgoing Patient Policy

CONTRACTOR agrees to prescribe 30 day supply of required medication to HHSA clients upon discharge from Contractor's facility.

CONTRACTOR shall actively coordinate follow up services with the COUNTY including coordination of the proposed discharge date of all persons served under this Agreement.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

Exhibit B
COST PROPOSAL



Supporting Wellness and Recovery

August 20, 2024

RE: Facility fees rate increase and Professional Fees rate for FY25

To Whom it May Concern,

This letter is to confirm that Santa Clara County, which is the assigned host county for San Jose Behavioral Health's facility has agreed to the following retroactive rate increases effective July 1, 2024.

Children and Adolescents (ages 11-17)

Facility Fee- \$2,147.00 per acute day of service

Professional Fees -\$261.00 per acute or admin day of service

Adults (ages 18 and older)

Facility Fee- \$ 2,147.00 per acute day of service

Professional Fee- \$261.00 Per acute or admin day of service

These rates will be included in the FY25 agreement with San Jose Behavioral Health which is in the process of being executed. All of the facility fee rates have been reported to DHCS for which all of the Medi-Cal billable services are reimbursed by the State Fiscal Intermediary. All professional fees are directly paid by the county to San Jose Behavioral Health who in turn reimburses the MDs separately. If you have any questions, please contact Heather Bilich at heather.bilich@hhs.sccgov.org.

Sincerely,

A handwritten signature in blue ink, appearing to be "Heather Bilich", written over the word "Sincerely,".

Behavioral Health Finance
Santa Clara County Health and Hospital System



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2025

9/1/2024

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 Lockton Companies, LLC Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1442957 San Jose Behavioral Health 455 Silicon Valley Blvd. San Jose CA 95131	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Safety National Casualty Corporation		15105
	INSURER B: Acadia Assurance Company		16040
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 19945535**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	AAC-2024-001	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	CA 6675762	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B B B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$	N	N	AAC-2024-002 100% reinsured by *Various Underwriters	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A A	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	N	LDS4063731 (AOS) PS4063733 (WI)	9/1/2024 9/1/2024	9/1/2025 9/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability (Claims Made)	N	N	AAC-2024-001	9/1/2024	9/1/2025	\$10,000,000 Per Medical Incident \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Various Underwriters: Chubb NAIC code 1128488; Hamilton NAIC code 1126005; Canopus NAIC code 1126004; Chaucer NAIC code 1127084; Berkshire Hathaway NAIC code 1120030; MS Amlin NAIC code 1128001

CERTIFICATE HOLDER

19945535
County of Mariposa
5362 Lemee Lane
P.O. Box 99
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 2024-492

MEETING: November 12, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment to the Three-Year Memorandum of Understanding (MOU), with Valley Regional Counties of Human Services Mutual Aid Plan to Support Human Services Agencies, for Their Ability to Maintain Services in Times of Disaster or Other Emergencies to Extend the Term for One Year; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Three-Year Memorandum of Understanding (MOU), with Valley Regional Counties of Human Services Mutual Aid Plan to Support Human Services Agencies, for Their Ability to Maintain Services in Times of Disaster or Other Emergencies to Extend the Term for One Year; and Authorize the Board of Supervisors Chair to Sign the MOU.

Under this MOU, mutual aid between counties will be for a specific, agreed upon period of time for each emergency response related to a Disaster CalFresh program. Counties agree to provide up to 14 calendar days of mutual aid. Participating counties include Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, San Luis Obispo, Stanislaus, and Tulare.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On April 20, 2021 the Board approved the initial Three-Year Memorandum of Understanding with Valley Regional Counties of Human Services Mutual Aid Plan through Resolution No. 2021-209.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and this MOU is withdrawn, Mariposa County will no longer be a contributing member of the mutual aid plan and forego a highly collaborative program to meet client needs during dire circumstances.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Valley Regional Counties MOU for D-CalFresh 2021-2024_11152021 (1) (1)
2. First Amendment Disaster CF MOU Valley Regional Counties_No Signature Page (1)
3. Resoulution 2021-209

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

**DISASTER CALFRESH PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)
VALLEY REGIONAL COUNTIES – MUTUAL AID PLAN
PROTOCOL FOR POST-DISASTER SUPPORT/SERVICES ACCOMMODATION**

This Memorandum of Understanding (MOU) is made and entered into by and between the Counties of Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, San Luis Obispo, Stanislaus, and Tulare (referred to collectively as “Mutual Aid Counties”).

1. Purpose

The purpose of the Valley Regional Counties of Human Services Mutual Aid Plan is to support partner county human services agencies and their ability to maintain services in times of disaster or other emergencies.

Participating counties in this MOU listed alphabetically:

- Fresno
- Kern
- Kings
- Madera
- Mariposa
- Merced
- San Joaquin
- San Luis Obispo
- Stanislaus
- Tulare

2. General Policy

The general policy provides that:

- Each county is responsible for the training of its personnel in the implementation of this plan.
- Use of this plan is voluntary.

Mutual aid between counties will be for a specific, agreed upon period of time for each emergency response related to operating a Disaster CalFresh Program. Counties agree to provide up to fourteen (14) calendar days of mutual aid. The requesting Welfare Director, or designee, may make special arrangements with the providing Welfare Director to continue duty assignments of a mutual aid person for more than fourteen (14) calendar days.

This MOU does not prevent the Disaster County from seeking assistance from another Mutual Aid County outside of this agreement.

3. Term

This MOU shall become effective upon the date signed by each County's Board of Supervisors, or designee, and shall terminate on October 31, 2024. This MOU may be extended for one additional twelve month period upon the written approval of all parties no later than thirty (30) days prior to expiration.

4. Termination

A County's participation in this MOU may be terminated at any time by the County, or its Welfare Director or designee, upon giving thirty (30) days advance written notice of an intent to terminate to the other parties. The termination of a County's participation in this MOU will not terminate this MOU as it relates to the remaining parties. This MOU may be terminated upon the written agreement of all parties.

5. Definitions

- a. **"Mutual Aid Counties"** means the counties that have entered into this MOU to provide post-disaster recovery support in the event of a catastrophic disaster – either natural or man-caused.
- b. **"Disaster Mutual Aid County"** means the county is need of post-disaster support assistance/services due to a catastrophic disaster. This county may also be referred to as the Disaster County.
- c. **"Supporting Mutual Aid County"** means the county providing the post-disaster support assistance/services to a Disaster County. This county may also be referred to as the Supporting County.
- d. **"Disaster CalFresh (D-CalFresh)"** in California and Disaster Supplemental Nutrition Assistance Program (D-SNAP) means the Federal post-disaster food assistance program. The program is authorized by the Food Stamp Act of 1977, as amended, and the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, administered by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS).
- e. **"EBT"** means the electronic benefits transfer system, which is the electronic issuance of CalFresh and/or cash benefits to eligible households.
- f. **"CalFresh Program benefit issuance services"** means any CalFresh/SNAP benefit issuance disaster assistance program which the county is obligated to initiate/implement during the aftermath of a disaster occurrence within the county's jurisdiction.
- g. **"Catastrophic Disaster"** means a Presidential Declaration for Individual Assistance has been declared in the affected area.

6. Responsibilities of the Mutual Aid Counties

6.1. The Mutual Aid Counties (MAC) shall have the following shared responsibilities:

- a. To immediately notify the other Mutual Aid County of any changes to the post-disaster cross-county support activities/services that are set forth in this MOU. Amendments to this MOU will only be effective when agreed to in writing by all of the parties.
- b. Establish the rules for invoking the protocol for post-disaster support accommodation as agreed upon in this MOU.
- c. Establish disaster security profiles to enable their designated disaster employees to process the Mutual Aid County's disaster applications.
- d. To notify the other mutual aid counties of any changes to Key County Contacts set forth in Exhibit A, attached hereto and by this reference incorporated herein. It is understood that the contents of Exhibit A will change over time.

6.2 The Disaster County shall be responsible to invoke the protocol of the Mutual Aid County post-disaster support/services accommodation process and:

- a. Obtain approval for waivers of program policies that are specific to that catastrophic disaster event from the appropriate Federal oversight agencies to include the Mutual Aid County providing recovery services to the Disaster County under this MOU.
- b. Create all public statement templates, which the Disaster County will be asking the Supporting County to disseminate to the various broadcasting and news print media in the Supporting County's jurisdiction. Standard public statement templates shall include:
 - i. The location of the disaster processing sites and the capacity of computers/workstations,
 - ii. The dates and times when the disaster processing sites will be operating,
 - iii. The required documents needed to apply for the disaster assistance programs, and
 - iv. The various methods of applying for the disaster assistance programs.

6.3 If possible, the Supporting County shall:

- a. Be responsible to act upon the Disaster County's request to implement the Mutual Aid County protocol for disaster support/services accommodation process along with other responsibilities as soon as administratively feasible, but no greater than forty-eight (48) hours after receipt of the request.

- b. In the event the Supporting County is unable to comply with any of the post-disaster support/services that are negotiated in the MOU, the Supporting County shall immediately inform the Disaster County of its inability to comply with the specific terms of the MOU.
 - c. The Mutual Aid Counties agree that there will be no financial penalty upon that Supporting County's inability to comply with the specific post-disaster support / services requested in this MOU.
- 6.4 The Disaster County acknowledges it shall be liable for all errors and overpayments made by the Supporting County, and no claims or request for financial restitution shall be made against the Supporting County.
- 6.5 The Disaster County will be responsible for submitting all required Federal, State or local reports to the appropriate agency or agencies.
- 6.6 The Disaster County will be responsible for its own settlement and reconciliation.
- 6.7 Each Mutual Aid County acknowledges it shall be liable for bodily or personal injury or death of any person, or loss of any property arising out of actions or inactions taken by its own officer, agents, or employees.

7. Rules of Invoking the Protocol for Post-Disaster Support/Services Accommodation

- 7.1. In the event of a catastrophic disaster, the Mutual Aid Counties shall follow the rules of invoking the protocol for post-disaster support/services accommodation which are:
- a. Disaster County will submit a request for Disaster CalFresh Program (D-CalFresh) implementation.
 - b. Upon authorization from the USDA-FNS to implement a D-CalFresh Program, the Disaster County will conduct a full evaluation on the extent of damages from the catastrophic disaster to assess the scope of assistance that will be needed from the Supporting Mutual Aid Counties.
 - c. As soon as administrative feasible, the Disaster County notify the Supporting Mutual Aid County by telephone, fax or email when post-disaster support services or assistance are needed from the Supporting Mutual Counties:
 - i. The level of communication will be between the head or designee of the agency overseeing the county's Disaster CalFresh Program and the head or designee(s) of the Supporting Mutual Aid County overseeing the county's CalFresh Program, with additional communications being conducted between the appropriate county personnel who will have to implement the agreed upon services as stated in this MOU. D-CalFresh Program Mutual Aid County Contact information is set forth in Exhibit A to this MOU;

- ii. The initial communication shall include the county's analysis of the devastation, to the extent known the type of assistance support/services the Disaster County is requesting from the Supporting County, and the estimated time period the assistance support is needed. As conditions change, the Disaster County can submit modified requests for assistance;
- iii. This initial communication will allow the Mutual Aid Counties to internally prepare personnel for the additional support/services.

7.2. The Supporting County, may provide the following post-disaster support services/activities as needed by the Disaster County.

- a. Assistance with locating and securing lodging or shelter for Disaster County employees;
- b. Assistance with locating and procuring meals for Disaster County employees;
- c. Assistance with transportation or travel cost reimbursement;
- d. Technical Assistance which may include, but is not limited to assistance with consortia system, ebtEDGE/EBT functionality access, security and password changes, computer, laptop and connectivity assistance, and telephone and web access assistance;
- e. Up to ten (10) worksite locations which could be located at County district offices or local assistance centers;
- f. Personnel support – The Mutual Aid Counties agree the Disaster County shall be responsible to reimburse all associated costs for personnel support provided by Supporting County. Disaster County Personnel support services may include, but are not limited to, the following:
 - i. On-site support to assist at the disaster response centers in the Disaster County;
 - ii. All costs to transport, house and feed the personnel from the Supporting County in the Disaster County;
 - iii. Virtual support to assist with the processing of on-line applications, scanned applications/documents and/or EBT demographic and benefit authorization files:
 - a) The Supporting County, if feasible, will assist the Disaster County in processing its on-line or paper disaster applications.

- b) The Mutual Aid Counties agree the Supporting County shall transmit the demographic and benefit authorization files for all of the disaster applications that it processes to the Disaster County's EBT contractor.
 - c) Call Center Support – to assist with the processing of on-line applications, scanned applications/documents and/or EBT demographic and benefit authorization files, and will assist callers in the Disaster County with answering general questions about resources and D-CalFresh.
 - iv. The Supporting County is responsible to complete timesheets, provide receipts and other verifications and other required documents that are needed for the Disaster County to obtain FEMA reimbursement for the Mutual Aid County assistance.
- g. Technical support – The Mutual Aid Counties agree the Disaster County shall be responsible to reimburse all associated costs for the technical support provided by the Supporting County. Technical support services may include, but are not limited to, the following:
 - i. Lending of Personal computer (PC) software and/or hardware;
 - ii. Issuance of the Disaster County's disaster EBT cards;
 - iii. Issuance of the Disaster County's disaster CalFresh benefits;
 - iv. On-line or batch set-up and benefit authorization;
 - v. Creation of "special" security profiles for Mutual Aid Counties assignment to personnel (inquiry and update profiles).
 - vi. Training in how Supporting County assistance is to be delivered.

7.3 To the extent possible, the Mutual Aid Counties are to explore options of remote assistance to avoid travel to the disaster zones and exposure to potential harm. Remote assistance options may include:

- a. Processing faxed, scanned, mailed or emailed disaster applications,
- b. Using Skype or other forms telecommuting such as webinars and conference calls to interview or meet,
- c. Using Virtual Private Network accounts (VPN),
- d. Using www.mybenefitscalwin.org or www.C4Yourself.com and

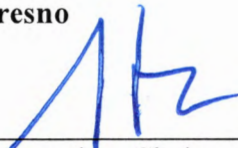
- e. Working with the consortium to leverage technical capability when available for remote Mutual Aid County assistance.

7.4 Prior to the end of the assigned application period, the Mutual Aid counties shall jointly agree to an end date of the support activities.

IN WITNESS THEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed and attested by their proper offices thereunto duly authorized, as of the day and year written.

Dated: 8/10/21

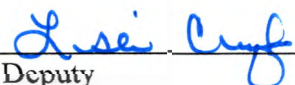
County of Fresno

By: 

Steve Brandau, Chairman of the
Board of Supervisors of the
County of Fresno

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

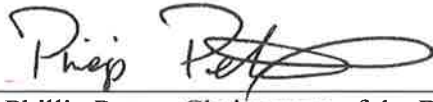
Deputy

OCT 12 2021

Dated: _____

County of Kern

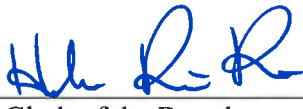
PHILLIP PETERS

By: 
Phillip Peters, Chairperson of the Board of
Supervisors of the County of Kern

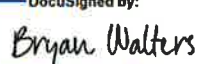


Attest:

Kathleen Krause
Clerk of the Board

By: 
Clerk of the Board

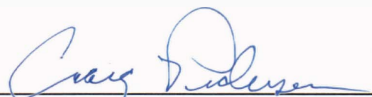
Approved as to Form:
Office of the County Counsel

DocuSigned by:
By: 
AP387195948D064703
Bryan Walters, Deputy County Counsel

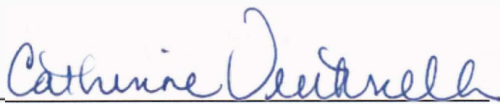
Dated: 9/21/2021

Dated: July 20, 2021

County of Kings

By: 
Craig Pedersen, Chairperson of the Board of
Supervisors of the County of Kings

Attest:
Catherine Venturella
Clerk of Board of Supervisors

By: 
[TITLE] Clerk of Board of Supervisors

Dated: 8/3/21



Approved as to Legal Form.

COUNTY COUNSEL

Crystal M. Pizano

By: _____

Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email =
cpizano@lozanosmith.com C = US O = Lozano
Smith
Date: 2021.05.12 14:54:22 -0700

County of Madera

By: _____

Chairman, of the Board of Supervisors
of the County of Madera

Attest:

By: _____

Karen Pogue
Clerk, Board of Supervisors

Dated: 4-20-21

County of Mariposa

By: Marshall Long
Marshall Long, Chairperson of the Board of
Supervisors of the County of Mariposa

Attest:

Rene LaRoche
Clerk of the Board

By: Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

Dated: JUL 27 2021

County of Merced

By: *Daron McDaniel* for
Daron McDaniel, Chairperson of the Board
of Supervisors of the County of Merced



Attest:

James L. Brown
Clerk of the Board of Supervisors

By: *Arden Hamill*, Deputy

Approved as to Legal Form:
Forrest W. Hansen
Merced County Counsel

By: *F W*
David I. Hood
Deputy County Counsel

Date: 7/19/21

COUNTY OF SAN JOAQUIN

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
of the County of San Joaquin
State of California

By: Rachel DeBord
Clerk
Date: 9/28/21



COUNTY OF SAN JOAQUIN, a
political subdivision of the State
of California

By: Tom Patti
Chairman, TOM PATTI
Board of Supervisors
Date: 9/28/21

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Kimberly D. Johnson
KIMBERLY D. JOHNSON
Assistant County Counsel
Date: 8/20/21

Dated: July 13, 2021

County of San Luis Obispo

By: *Hyman Compton*
Chairperson of the Board of Supervisors of
the County of San Luis Obispo

Attest:

WADE HORTON
Ex-Officio Clerk of the Board of Supervisors

By: *Shane N. Christensen*
Deputy Clerk

Approved as to Form
San Luis Obispo County Counsel

By: *Daniel Tatick*
Daniel Tatick for Rita Neal

DEPUTY COUNTY COUNSEL
(Title)

Dated: Apr 23, 2021

County of Stanislaus

By: 
Kathryn M. Harwell (Apr 23, 2021 13:12 PDT)
Kathryn M. Harwell, Director of Stanislaus
County Community Services Agency

Attest:
Michelle Stone
Administrative Clerk II

By: 
Administrative Clerk II

Dated: Apr 21, 2021

Approved as to form:
County Counsel

By: 
Todd James (Apr 21, 2021 12:36 PDT)
Todd James
Deputy County Counsel

Exhibit A: Key County Contacts

Dated: _____

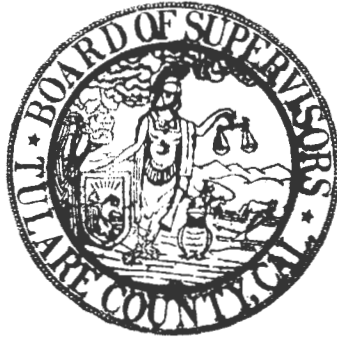
7/26/2021

County of Tulare

By: _____

Amy Shuklian

[Amy Shuklian, Chairperson of the Board
of Supervisors of the County of Tulare]



Attest:

Jason T. Britt

County Administrative Officer

By: _____

Mercedes L. Ames
[TITLE] *Deputy Clerk*

Approve As To Form:

County Counsel

By: _____

Allison K. Pierce 5/4/2021

Deputy

Matter No: 2021445

Exhibit A: Key County Contacts

Fresno County	Primary Contact	DSS Key Contact
Name Title Address Desk Phone # Back-up # Email	Sanja Bugay Director 205 W. Pontiac Way, Bldg. 2 Clovis, CA93612 (559) 600-2301 sbugay@fresnocountyca.gov	Joshua Hernandez Deputy Director 205 W. Pontiac Way, Bldg. 3 Clovis, CA 93612 (559) 600-4157 joshernandez@fresnocountyca.gov
	MOU Contact	DSS Secondary Contact
Name Title Address Desk Phone # Back-up# Email	Chameng Thao Staff Analyst 205 W. Pontiac Way, Bldg. 2 Clovis, CA 93612 (559) 600-2326 chthao@fresnocountyca.gov	Linda Du'Chene Deputy Director 3500 Never Forget Ln. Bldg. 1 Clovis, CA 93612 (559) 600-2875 lduchene@fresnocountyca.gov

Kern County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Angela Garcia Assistant Program Director PO Box 511 Bakersfield, CA 93302 661-873-2820; 661-873-2826 garciaan@kerndhs.com	Valerie Rangel Program Director PO Box 511 Bakersfield, CA 93302 661-873-2824; 661-873-2826 rangelv@kerndhs.com
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Valerie Rangel Program Director PO Box 511 Bakersfield, CA 93302 661-873-2824; 661-873-2826 rangelv@kerndhs.com	Dena Murphy Director PO Box 511 Bakersfield, CA 93302 661-631-6646; 661-633-7307 murphyd@kerndhs.com

Exhibit A: Key County Contacts

Kings County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Brandon Moreno Program Specialist 1400 W Lacey Blvd Bldg 8, Hanford, CA 93230 559-852-2232 Brandon.Moreno@co.kings.ca.us	Aime Hernandez Program Manager 1400 W Lacey Blvd Bldg. 8 Hanford, CA 93230 559-852-4254 Aime.hernandez@co.kings.ca.us
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Patricia Martinez 559-852-2262 patricia.martinez@co.kings.ca.us	Sanja K. Bugay Director 1400 W Lacey Blvd Bldg 12, Hanford, CA 93230 559-852-2200 Sanja.Bugay@co.kings.ca.us

Madera County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Carmen Noval-Martinez Program Manager PO BOX 569 Madera, CA 93639 559-675-2364 Carmen.noval@maderacounty.com	Steve Duckworth Deputy Director PO BOX 569 Madera, CA 93639 559-675-2374 Steve.duckworth@maderacounty.com
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Raeanne Jain Administrative Analyst PO BOX 569 Madera, CA 93639 559-675-7845 Raeanne.Jain@maderacounty.com	Deborah Martinez Director PO BOX Madera, CA 93639 559-675-7841 Deborah.Martinez@maderacounty.com

Exhibit A: Key County Contacts

Mariposa County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Launa Gann Program Manager 5362 Lemee Lane PO Box 99 Mariposa, CA 95338 (209)742-0913 (209)347-7030 lgann@mariposacounty.org	Alicia Finley Eligibility Specialist Supervisor 5362 Lemee Lane PO Box 99 Mariposa, CA 95338 (209)742-0843 (209)347-6033 afinley@mariposacounty.org
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Dumile Wilson Administrative Analyst I 5362 Lemee Lane, PO Box 99 Mariposa, CA 95338 209-742-0971 209-628-8173 dwilson@mariposacounty.org	Shannon Gadd Director 5362 Lemee Ln PO Box 99 Mariposa, CA 95338 (209)742-0892 (209)742-0961 sgadd@mariposacounty.org

Merced County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Lupe Cisneros Program Manager 2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341 (209) 385-3000 ext. 5301 Lupe.Cisneros@countyofmerced.com	Mary Ellen Arana Deputy Director 2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341 (209) 385-3000 ext. 5455 MaryEllen.Arana@countyofmerced.com
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Michelle Smith Staff Services Analyst 2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341 (209) 385-3000 ext. 5262 Michelle.Smith2@countyofmerced.com	Yvonnia Brown Director 2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341 (209) 385-3000 ext. 5300 Yvonnia.Brown@countyofmerced.com

Exhibit A: Key County Contacts

San Joaquin County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Audrey Mathers Management Services Administrator San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202 (209) 468-1798 (209) 468-1000 amathers@sjgov.org	Melissa Mullin HSA Staff Analyst San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202 (209) 468-2043 (209) 468-1000 mmullin@sjgov.org
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Audrey Mathers Management Services Administrator San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202 (209) 468-1798 (209) 468-1000 amathers@sjgov.org	Chris Woods Director San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202 (209) 468-1157 (209) 468-1156 cwoods@sjgov.org

San Luis Obispo County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Robb Koch Program Manager 3433 South Higuera ST PO Box 8119 San Luis Obispo CA 93403 805-781-1895 805-471-9395 rkoch@co.slo.ca.us	Emma Caballero Program Review Specialist 3433 South Higuera ST PO Box 8119 San Luis Obispo CA 93403 805-781-1885 805-781-1800 ecaballero@co.slo.ca.us
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email		Devin Drake 3433 South Higuera ST PO Box 8119 San Luis Obispo CA 93403 805-781-1834 805-310-2747 ddrake@co.slo.ca.us

Exhibit A: Key County Contacts

Stanislaus County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Amanda Sharp Director 251 E. Hackett Road Modesto, CA 95358 (209) 558-2500 (209) 558-2505 SharAm@stancounty.com	Deliah Vasquez StanWORKs Asst. Director 251 E. Hackett Road Modesto, CA 95358 (209) 558-2540 (209)558-2500 Vasquede@stancounty.com
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Contracts Department csa-contracts@stancounty.com	

Tulare County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Idalia Gonzalez CalFresh Program Specialist II 4031 W. Noble Ave, Visalia CA 93277 559-623-0142 559-972-4017 IGonzale@tularecounty.ca.gov	Anita Suarez Unit Manager- Change Management, Program Policy, and Training 4031 W. Noble Ave, Visalia CA 93277 559-623-0240 559- 731-8813 ASuarez@tularecounty.ca.gov
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Vienna Barnes Human Services Deputy Director 5957 S. Mooney Blvd Visalia CA 93277 559-624-8073 559-690-0421 VBarnes@tularecounty.ca.gov	Anita Ortiz Human Services Director 5957 S. Mooney Blvd Visalia CA 93277 559-624-8087 559-624-8075 AOrtiz2@tularecounty.ca.gov

**FIRST AMENDMENT TO DISASTER CALFRESH PROGRAM
MEMORANDUM OF UNDERSTANDING VALLEY REGIONAL COUNTIES MUTUAL AID PLAN
PROTOCOL FOR POST DISASTER SUPPORT/SERVICES ACCOMMODATION**

This First Amendment to Disaster CalFresh Program Memorandum of Understanding (MOU) Valley Regional Counties Mutual Aid Plan Protocol for Post Disaster Support/Services Accommodation is made and entered into by and between the COUNTIES OF FRESNO, KERN, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, SAN LUIS OBISPO, STANISLAUS, AND TULARE (referred to collectively as "MUTUAL AID COUNTIES").

WHEREAS, on the September 28, 2021 MUTUAL AID COUNTIES entered into a MOU to support partner county Human Services Agencies and their ability to maintain services in times of disaster or other emergencies (B-21-587); and

WHEREAS, MUTUAL AID COUNTIES now desire to amend certain provisions of the MOU.

NOW, THEREFORE, in consideration of mutual obligations in the MOU and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this AMENDMENT, AGREE AS FOLLOWS:

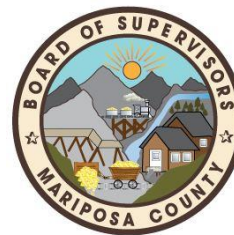
1. Term (Section 3) shall be changed to: This MOU shall become effective upon the date signed by each County's Board of Supervisors, or designee, and shall terminate on October 31, 2025.
3. All other provisions of the MOU shall remain unchanged.

IN WITNESS WHEREOF, MUTUAL AID COUNTIES have executed this Amendment effective on the date and year written:



MARIPOSA COUNTY

HHS/Employment and Community Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-209

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Memorandum of Understanding (MOU) with Valley Regional Counties

RECOMMENDATION AND JUSTIFICATION:

Approve a Three-Year Memorandum of Understanding (MOU) with Valley Regional Counties of Human Services Mutual Aid Plan to support human services agencies and their ability to maintain services in times of disaster or other emergencies; and Authorize the Board of Supervisors Chair to sign the MOU.

Under this MOU, mutual aid between counties will be for a specific, agreed upon period of time for each emergency response related to a Disaster CalFresh program. Counties agree to provide up to 14 calendar days of mutual aid. Participating counties include Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, San Luis Obispo, Stanislaus, and Tulare.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has no prior history with the mentioned group of counties for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this MOU is withdrawn, Mariposa County will no longer be a contributing member of the mutual aid plan and forego a highly collaborative program to meet client needs during dire circumstances.

FINANCIAL IMPACT:

There are no additional costs associated with this MOU at the present time.

There is no impact to the County General Fund.

ATTACHMENTS:

MOU - Valley Regional Counties Mutual Aid (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



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-493

MEETING: November 12, 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 the Coordination of Whole Child Model Services; 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 the Coordination of Whole Child Model Services; and Authorize the Board of Supervisors Chair to Sign the MOU.

This Memorandum of Understanding (MOU) is entered into by Kaiser Foundation Health Plan and County of Mariposa, a local health department (LHD) effective as of January 1, 2025 to provide coordination of services under the Whole Child Model.

Whole Child Model Services result in improved care coordination for primary, specialty, and behavioral health services for California Children's Services (CCS) and non-CCS conditions. The benefits are consistent with CCS program standards and provided by CCS paneled providers, specialty care centers, and pediatric acute care hospitals.

The WCM approach meets the six goals for CCS Redesign:

Implement Patient and Family Centered Approach

Improve Care Coordination through an Organized Delivery System

Maintain Quality

Streamline Care Delivery

Build on Lessons Learned

Cost Effective the approach is consistent with the primary goals of providing comprehensive treatment and focusing on the whole child, including the child's full range of needs rather than only on the CCS health condition.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Kaiser Foundation Health Plan is one of the managed care plans for Mariposa County under the County Organized Health System (COHS).

Senate Bill (SB) 586 authorized the Department of Health Care Services (DHCS) to establish the Whole Child Model (WCM) program in designated County Organized Health System (COHS) or Regional Health Authority counties to incorporate California Children's Services (CCS) program covered services for Medi-Cal eligible CCS children and youth into a Medi-Cal managed care plan (MCP) contract. The goal of the WCM Program is to provide comprehensive

treatment and focus on the whole child, including, the child’s full range of medical needs. This includes a patient and family centered approach, providing care coordination through an organized delivery system, and driving improvements in quality of care for WCM members.

Effective January 1, 2025, AB 118 authorizes DHCS to expand the WCM program for Medi-Cal eligible CCS children and youth enrolled in a MCP served by a COHS in the following counties: Butte, Colusa, Glenn, Mariposa, Nevada, Placer, Plumas, San Benito, Sierra, Sutter, Tehama, and Yuba.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this MOU, children with complex medical conditions will have difficulty accessing services and navigating programs. Additionally, it will inhibit Mariposa County Health Services from coordinating services across delivery systems. Lastly, this would result in our county being non-compliant with the DHCS requirement outlined in CCS-NL-12-1223.

FINANCIAL IMPACT

None

ATTACHMENTS

1. KP and Mariposa County_WCM MOU

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
BETWEEN
KAISER FOUNDATION HEALTH PLAN, INC.
MEDI-CAL MANAGED CARE PLANS AND
COUNTY Of MARIPOSA CALIFORNIA CHILDRENS SERVICES (CCS) WHOLE
CHILD MODEL PROGRAM

I. BACKGROUND

The California Children's Services (CCS) Program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS eligible medical conditions. The CCS Program is administered as a partnership between the California Department of Health Care Services (DHCS), County health departments, Regional Health Authority (RHA), alternate health care service plan (AHCSP), and some County Organized Health Systems (COHS) plans. Health and Safety Code (H&S Code), Section 123800 et seq. is the enabling statute for the CCS Program. The explicit legislative intent of the CCS Program is to provide Medically Necessary services for CCS-eligible children. The statute also requires that DHCS and the County cooperate with local public or private agencies and providers of medical care to proactively identify and enroll CCS eligible children.

Senate Bill (SB) 586 (Chapter 625, Statutes of 2016) authorized DHCS to establish the Whole Child Model (WCM) for Medi-Cal eligible CCS children enrolled in a MCP that is a COHS or Regional Health Authority, within designated counties. WCM incorporates CCS covered services for certain Medi-Cal eligible CCS children into the applicable MCP Contract. Additionally, under the WCM, responsibility for the CCS case management, care coordination, provider referral, and service authorization functions move from the County to the WCM MCP. Assembly Bill (AB) 2724 (Chapter 73, Statutes of 2022) added a new section to define an AHCSP and to authorize DHCS to enter into one or more comprehensive risk contracts with an AHCSP as a primary MCP in specified geographic areas effective January 1, 2024. AB 118 (Chapter 42, Statutes of 2023) authorizes the expansion of the WCM program for Medi-Cal eligible CCS children

and youth enrolled in a MCP served by a COHS, AHCS, or RHA, into 12 additional counties no sooner than January 1, 2025.

The medical conditions covered by the CCS Program are outlined and authorized in California Code of Regulations (CCR), title 22, sections 41401 - 41518.9. These regulations are further clarified by CCS Numbered Letters (NLs).

II. PURPOSE

The purpose of this Memorandum of Understanding (MOU) between **County of Mariposa** (County) and **Kaiser Foundation Health Plan, Inc.** (MCP) ("Parties", collectively) is to identify each party's responsibilities and obligations to each other in accordance with and based on H&S Code section 123800 et seq., statutory requirements related to administration of the CCS Program by local county programs, the MCP's respective contract with DHCS, and all other applicable authorities. This MOU outlines the respective roles of the County and the MCP to coordinate care, conduct administrative activities, and engage in information exchange activities required for the effective and seamless delivery of CCS services to CCS eligible Members. This MOU is a binding contractual agreement.

The County and/or DHCS will retain all administrative responsibilities of case management, care coordination, provider referral, and service authorization functions of the CCS Program as it pertains to CCS State-only Members or Members that are currently in Fee for Service Medi-Cal.

III. TERM

This MOU is in effect as of January 1, 2025 and continues until terminated or amended in accordance with terms in this MOU. MCPs must submit all fully executed MOUs to their Managed Care Operations Division (MCOD) Contract Manager for file and use. In their submissions, MCPs must attest that they did not modify any of the provisions of this MOU Template except to add provisions that do not conflict with or reduce either party's obligations under this MOU Templates. If the MCP or County modifies any of the provisions of the MOU Template, the MCP must submit a redlined version of the MOU to DHCS for review and approval, prior to execution. If the MOU is not modified, the fully executed MOU needs to be submitted to the MCOD Contract Manager for file only. The template includes language that the parties may want to add, notated in italics, to their MOUs to increase collaboration and communications; the proposed language is not exhaustive.

The Parties must review the MOU annually thereafter to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. The MCP must provide evidence to DHCS of the annual review of MOU as well as copies of any MOU modified or renewed as a result. The evidence of the annual review described in the annual report must include a summary of the review process and outcomes, and any resulting amendments to the MOU or existing policies and procedures.

IV. CONFIDENTIALITY

All responsibilities and information shared by the County and the MCP in the provision of services for CCS eligible Members and under this MOU, must adhere to all applicable Federal, State and/or local laws and regulations relating to confidentiality.

V. LIABILITY AND INDEMNITY

County and the MCP are not liable to third parties for any act or omission of the other party. Each party is solely liable for any negligent or wrongful acts or omissions of its own officers, agents, and employees occurring in the performance of this MOU. If either the County or the MCP becomes liable for damages caused by its officers, agents or employees, it must pay such damages without contribution by the other and hold harmless the other from all costs and expenses resulting from any attorney fees and court costs, claims, losses, damages, and liabilities.

VI. RECORDS, AUDITS & INSPECTIONS

County and the MCP must at any time, upon reasonable notice during business hours and as necessary, make all of its records and data with respect to the matters covered by this MOU and the CCS Program available for examination by Local, State, or Federal authorities, pursuant to applicable State or Federal statute or regulation. The MCP must retain all documents demonstrating compliance with this MOU for at least ten (10) years. The MCP must post this executed MOU on its website. The counties may post this executed MOU on its website.

VII. SCOPE OF RESPONSIBILITIES

The table below identifies the roles and responsibilities of each party as they relate to providing CCS services to CCS Eligible Members, including Eligibility and Enrollment services, Case Management services, Intercounty Transfers (ICT), CCS Advisory Committees, Continuity of Care, Data and Information Sharing, Emergency Preparedness, Dispute Resolution, Neonatal Intensive Care Unit (NICU) services, Quality Assurance and Monitoring, and Subcontractors. Not all CCS applicable regulations or other requirements are listed in the table below.

CCS Eligible Member Eligibility and Enrollment (Case Identification and Referral)	
MCP	County
The MCP must provide necessary documentation, including but not limited to medical records/case notes/reports pertaining to the CCS-eligible condition, to the County to assist with initial and annual medical eligibility determinations.	

CCS Eligible Member Eligibility and Enrollment (Case Identification and Referral)

MCP	County
The MCP must refer a Member to the County for a CCS eligibility determination if the Member demonstrates a potential CCS condition(s) as outlined in the CCS Medical Eligibility Guide, which may be amended. The MCP must include supporting documentation of the Member's potential CCS eligible condition in all of its CCS referrals to the County. MCPs will be responsible for conducting the CCS NICU eligibility criteria assessment, authorization, and payment. Upon notification from the County, the MCP must obtain and provide to the county any additional information the County requires, such as medical reports pertaining to the CCS-eligible condition, to make a CCS Program eligibility determination. Within 90 days of its referral to the County, the MCP must inform the CCS eligible Member and their family (or designated legal caregiver) about the availability of medical care related to the CCS eligible condition. MCP must provide training and orientation for its employees, Network Providers, Subcontractors, and Downstream Subcontractors who carry out 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. The MCP must provide the training prior to any such person or entity performing responsibilities under this MOU, and at least annually thereafter. The MCP must require its Subcontractors	Dependent counties are responsible for determining financial and residential eligibility. DHCS is responsible for determining medical eligibility for new referrals and annual redeterminations; except for NICU and High Risk Infant Follow-Up (HRIF) eligibility determinations. The County must inform the child (Member under age 21) and their family (or designated legal caregiver) of the CCS Program eligibility determination. The County must inform the child determined to be ineligible and their family (or designated legal caregiver) of the CCS Program eligibility appeal process. The County must communicate to the MCP the CCS Program eligibility determination. The County must provide notification to the MCP when the county becomes aware the member has moved out of the county. The County must proactively engage in a collaborative process with the MCP to remedy any issues or challenges related to timeliness or completeness of records for the medical eligibility redetermination process.

CCS Eligible Member Eligibility and Enrollment (Case Identification and Referral)

MCP	County
and Downstream Subcontractors to provide training on relevant MOU requirements and the County's programs and services to its Network Providers. The MCP must provide educational materials to its Members and Network Providers related to accessing Medically Necessary Services, including materials provided by the County. The MCP must provide County with training and/or educational materials on how MCP Covered Services may be accessed, including during nonbusiness hours. The MCP must provide medical records to the County for the annual medical review (AMR) of CCS Program eligibility, including the most current medical records that document the CCS eligible Member's medical history; the results of a physical examination by a physician; and laboratory test results, radiologic findings, or other tests or examinations that support the diagnosis of the eligible condition(s). The MCP's documentation must be dated within six months before the Member's program eligibility end date, to the extent possible, but no later than 12 months before the Member's program eligibility end date. The MCP must provide the documentation set forth above to the County 60 calendar days before the Member's program eligibility end date. If documentation is received by the County outside of the agreed upon timeframe, the MCP and County must collaborate to determine the best approach and time frame for submitting the required	. The County must notify the MCP when the County becomes aware that a CCS Eligible Member has lost Medi-Cal eligibility. This provision is not required to be in the MOU, but is being provided for the MCP/County consideration: <i>By January 1, 2025, the County must collaborate with the MCP to develop a process to implement DHCS guidance regarding Closed Loop Referrals to applicable CCS benefits, and/or community-based resources, as referenced in the CalAIM Population Health Policy Guide, County CCS Program and MCP coordination requirements referenced in Numbered Letter (NL) 03-0421, or any superseding NLs, and the California Children's Services Program Administrative Case Management Manual, as amended from time to time, and as set forth by DHCS through NLs, or other guidance. The Parties must work collaboratively to develop and implement a process to ensure that the County and MCP comply with the applicable provisions of Closed Loop Referrals guidance within 90 days of the issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an NL or other guidance.</i>

CCS Eligible Member Eligibility and Enrollment (Case Identification and Referral)

MCP	County
documentation. If appointments occur within the 60 calendar day period prior to the Member's program eligibility end date, the MCP and County must have procedures in place to ensure all appropriate most recent medical records that document the Member's medical history, results of a physical examination by a physician or an advanced practiced provider acting within the scope of their licensing authority, laboratory test results, radiologic findings, or other tests or examinations that support the diagnosis of the eligible condition(s), including any Medical Therapy Program (MTP) diagnosis are submitted to support AMR. If the County requires additional documentation, the MCP must, upon notification from the County, coordinate with the Member's provider(s) to obtain documentation, before the Member's CCS Program eligibility end date. The MCP must have procedures in place regarding outreach attempts to providers and the CCS member to obtain medical records, as well as appropriate actions to take if the MCP's efforts to obtain medical records are unsuccessful. The MCP must provide notification and necessary documentation to the County to assist with transition from MCP to CCS-State Only. The MCP must notify the County when the MCP becomes aware that a CCS eligible Member has lost Medi-Cal eligibility. The MCP must proactively engage in a collaborative process with the County to remedy any issues or challenges related to timeliness or completeness of records	

CCS Eligible Member Eligibility and Enrollment (Case Identification and Referral)

MCP	County
for the medical eligibility redetermination process. This provision is not required to be in the MOU, but is being provided for the MCP/County consideration: <i>By January 1, 2025, the MCP must collaborate with the County to develop a process to implement DHCS guidance regarding Closed Loop Referrals to applicable CCS benefits, and/or community-based resources, as referenced in the CalAIM Population Health Policy Guide,¹ All Plan Letter (APL) 22-024 or any superseding APLs, and the DHCS MCP Contract, as amended from time to time, and as set forth by DHCS through APLs, or other guidance. The Parties must work collaboratively to develop and implement a process to ensure that the MCP and County comply with the applicable provisions of Closed Loop Referrals guidance within 90 days of the issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other guidance.</i>	

¹ The CalAIM Population Health Management Policy Guide is available at:
<https://www.dhcs.ca.gov/CalAIM/Documents/PHM-Policy-Guide.pdf>.

Case Management (Care Coordination)	
MCP	County
The MCP must refer Members to the County if these Members are suspected of having an MTP eligible condition and must include all supporting documentation with the referral. As a part of the CCS eligibility review, the County will review and determine MTP eligibility, if applicable. MCP must ensure that a CCS-eligible child has a primary point of contact who shall be responsible for the child's care coordination. The MCP must coordinate with the local CCS Medical Therapy Unit (MTU) to ensure appropriate access to MTP services. The MCP must consult with county MTP to coordinate durable medical equipment (DME) equipment needs of MTP eligible clients, as necessary. The MCP must not duplicate therapy services rendered by an MTP. The MCP must notify the County of CCS eligible neonates, infants, and children up to three years of age that lose Medi-Cal coverage for HRIF services. The MCP must regularly communicate and share relevant information via telephone and/or case management notes, written or electronic, with the County to facilitate the care of CCS Members who require services from both the County and the MCP. Communication may be via telephone, written, electronic case management notes, or secure email.	The CCS County Administrator or designee must coordinate with the MCP liaison or the MCP Utilization Management Director regarding member enrollment, as often as necessary. The County must submit referrals to the MCP for medically necessary specialty services and follow-up treatment, as prescribed by the County's Medical Therapy Conference (MTC) team physician. Upon notification from the MCP of a CCS Member that has lost MCP coverage, the County must ensure the coordination of HRIF outpatient diagnostic services. The County must regularly communicate, share relevant information via telephone and/or case management notes, written or electronic, with the MCP to facilitate the care of CCS WCM Members who require MTP services. Communication may be via telephone, written, electronic case management notes, or secure email. The County must identify staff who will meet quarterly and more often as necessary with the appointed MCP Liaison(s).

Case Management (Care Coordination)	
MCP	County
The MCP must provide CCS Maintenance and Transportation (M&T) and Non-Medical Transportation (NMT) for all Medically Necessary Covered Services, including services provided through the CCS Program and MTP, and coordinate Non-Emergency Medical Transportation (NEMT). The MCP must ensure reimbursements for M&T expenses are available to the CCS eligible Member or their family in accordance with CCS NL 03-0810 and APL 21-005 or any superseding version of this NL and APL. The MCP must provide and authorize the CCS M&T benefit for CCS eligible Members or the Member's family seeking transportation to a medical service related to their CCS eligible condition(s) when the cost of M&T presents a barrier to accessing authorized CCS services. The MCP must authorize services based on medical necessity and/or evidence-based guidelines, including DME, consistent with CCS Program standards. The MCP must ensure all services related to the Member's CCS eligible condition are provided by either CCS-paneled providers, CCS-approved Special Care Centers (SCCs), and/or CCS- approved pediatric acute care hospitals. The MCP must provide case management services for CCS eligible conditions, to coordinate benefits, and to authorize services according to state regulations and APL 21-005 or any superseding APL. The MCP must inform CCS eligible Members of the availability of the CCS Program and benefits as needed.	

Case Management (Care Coordination)	
MCP	County
The MCP must authorize a CCS paneled provider or center to treat and manage the CCS eligible condition. The MCP must, as part of its provider education strategy, educate Network Providers about the local CCS Program and the ways that the Primary Care Physician (PCP) can assist with integration of CCS authorized services. The MCP must ensure that CCS eligible Members receive all Medically Necessary pediatric preventive services, including immunizations, unless determined to be medically contraindicated. MCP must authorize, refer, and coordinate the delivery of Organ and Bone Marrow Transplant benefits and all Medically Necessary Covered Services associated with a transplant service. MCP must ensure that organ and bone marrow transplants services are provided to the Member at a CCS-approved SCC that has current CCS approval to transplant the specified organ in the Member's age group in accordance with Attachment 2 of APL 21-015 or any superseding APL. The MCP must conduct a HRIF program acuity assessment and authorize any HRIF services for the Member in accordance with the HRIF Eligibility Criteria.	

Case Management (Care Coordination)	
MCP	County
The MCP must ensure access or arrange for the provision of HRIF case management services. The MCP must notify the County of any CCS eligible neonates, infants, and children up to three years of age that have been identified as having a potential CCS eligible condition through the HRIF program. The MCP must accompany any referral to the County with supporting documentation of the Member's potential CCS eligible condition. The MCP must develop and implement policies and procedures (P&Ps) that specify coordination activities and communication requirements among PCPs, specialty providers, hospitals, and the assigned case manager(s). The MCP must ensure that CCS eligible Members and their families have ongoing information, education, and support regarding: • How to request continuity of care for pharmacy, specialized DME, and health care providers; • How to request M&T services; • How to request assistance with the transition to adult care; • Referrals to community resources; • The child's and family's role in the individual care process; • The availability of mental health services; and • Any other services that might be available (i.e. Regional Centers	

Case Management (Care Coordination)	
MCP	County
and Home and Community Based Alternatives Waiver Agencies) The MCP must determine which staff will be appropriate to meet, at a minimum quarterly and as often as necessary, and maintain communication with the appointed CCS Liaison(s).	

Intercounty Transfer (ICT)	
MCP	County
The MCP must complete its ICT form and provide the County with the following documentation no later than ten (10 Working Days when requested by the County for a CCS eligible Member's ICT: • Copies of current physical medical reports since the most recent annual medical redetermination. The MCP is not required to send reports from MTCs. • A list of the Member's authorized providers from at least the previous 12 months. • A list of the Member's authorized services from at least the previous 12 months. • Any information that will assist the receiving county of residence or receiving MCP in making authorization decisions.	During an ICT, the County must forward to a Member's new county of residence a completed ICT form and any documentation that the County received from the MCP. When the Member in the Sending County is enrolled in a WCM MCP, the Sending County must request the most recent medical reports, case management notes, and utilization information from the WCM MCP. The Receiving County is encouraged to collaborate with the MCP during their negotiations of a transfer date with the Sending County. For further guidance on ICTs, refer to the CCS Intercounty Transfer NL 09-1215. County must follow CCS Intercounty Transfer Policy NL 09-1215 or any superseding version of this NL.

Intercounty Transfer (ICT)	
MCP	County
Case management notes related to the CCS eligible medical condition, if possible. If that is not possible, the MCP must provide a summary note of relevant case management activities. During an ICT, the MCP must continue to provide case management services and make determinations as to Medically Necessary service authorization requests until the Member's transfer date. The MCP must coordinate with the County regarding the ICT date. The MCP must authorize Out-of-Network requests if the Member requires services in their new county of residence prior to the transfer date. During an ICT, the MCP must close all service authorization requests at least the day before the transfer date. The MCP must follow CCS ICT guidance in accordance with CCS Intercounty Transfer NL 09-1215 or any superseding NL.	

CCS Advisory Committees (Clinical Advisory and Family Advisory)	
MCP	County
The MCP must create and maintain a Clinical Advisory Committee composed of: The MCP's medical director or the equivalent;	The following County representatives must actively participate in the MCP's Clinical Advisory Committee: The County's CCS administrator, medical director or designee; or

CCS Advisory Committees (Clinical Advisory and Family Advisory)

MCP	County
• The County's CCS administrator, medical director or designee; • At least four CCS-paneled providers; and • The County's CCS Liaison(s) The Clinical Advisory Committee must meet at least quarterly or more frequently if determined to be necessary. The MCP's Family Advisory Committee (FAC) must ensure meaningful engagement of its members, which must include: • The County's CCS Liaison(s) and • The County's CCS representative(s) • CCS provider representatives. The MCP must coordinate with the County's CCS staff, local CCS providers, and consumer advocates to recruit CCS families for the FAC. The MCP must coordinate with CCS families to ensure they understand the FAC's role and their role as members of the FAC. The MCP may provide a reasonable per diem payment to enable in-person participation in the advisory committee. The MCP may utilize teleconference or other similar electronic means to facilitate participation.	• The County's CCS Liaison The County's representatives will actively participate by: • Attending meetings • Engaging in discussion • Offering feedback and recommendations. The County must collaborate with the MCP to ensure meaningful engagement with family members. The County must coordinate with the MCP, local CCS providers, and consumer advocates to assist in recruiting CCS families for the FAC. The County must coordinate with CCS families to ensure they understand the FAC's role and their role as members of the FAC.

A. Continuity of Care	
MCP	County
Upon transitioning to WCM: If requested by the CCS eligible Member within 90 days of the transition of their CCS services to the MCP, the MCP must ensure that the CCS eligible Member continues to receive case management and care coordination from their public health nurse (PHN), if the PHN is available and the County and MCP reach a mutually agreeable financial arrangement. The MCP must establish and maintain a process by which a CCS eligible Member may maintain access to navigating a health plan; maintain rights to appeal any service denials; and request continuity of care for pharmacy, health care providers, and specialized or customized DME providers for up to 12 months. The MCP must ensure that CCS families have ongoing information, education, and support regarding the rights to appeal any service denials, including the right to appeal a denial of Continuity of Care (COC) beyond 12 months, in accordance with APL 21-005, APL 22-032 or any superseding APLs. The MCP must attempt to enter into a Letter of Agreement (LOA) with the provider to allow for COC for at least one year if the child has established care with a provider prior to WCM and if that provider is not contracted with the MCP.	Upon transitioning to WCM: The County must respond to the MCP within 2 Working Days regarding the CCS eligible Member's request to continue working with their PHN. In the event that the requested PHN is no longer available, the County must provide notice to the MCP of the PHN's last day in the CCS Program. If the County does not want to proceed with discussions, the County must submit a written notification to DHCS and the MCP on county letterhead to advise on the decision. The County must provide information on active CCS eligible Member cases to the MCP unless a case has already been transitioned. The County is primarily responsible for providing case management to arrange all approved Private Duty Nursing (PDN) service hours if the County approves the PDN services for a CCS eligible Member under the age of 21.² Existing WCM Counties must coordinate COC services with the MCP to the extent possible to ensure no delays of services to Members. The County must follow Continuity of Care guidance in accordance with H&S Code Section 123850(b).

² *Applicable during the transition period.*

A. Continuity of Care	
MCP	County
The MCP is primarily responsible for providing case management to arrange all approved PDN service hours if the MCP approves the PDN services for a Medi-Cal eligible CCS Member under the age of 21. If CCS has authorized PDN services and is primarily responsible for providing case management for those PDN services, MCPs must still provide case management as necessary, including, at the Member's request, arranging for all approved PDN services as required by APL 20-012 or any superseding APL.	

Data and Information Sharing (HIPAA/Medical Records Sharing)	
MCP	County
The MCP must ensure any Subcontractors or Network Providers that create, receive, maintain, or transmit protected health information on behalf of the MCP agree to the same privacy restrictions, conditions, and requirements that apply to the MCP. The MCP must ensure that appropriate staff has access to the Children's Medical Services Provider Electronic Data Interchange (PEDI) to view the status of CCS Eligible Member data. The MCP must, in collaboration with the County, 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 below. The MCP and County must share	The County must ensure any Providers that create, receive, maintain, or transmit protected health information on behalf of the County agree to the same privacy restrictions, conditions, and requirements that apply to the County. The County must ensure any Subcontractors that create, receive, maintain, or transmit protected health information on behalf of the County CCS Program agree to the same restrictions, conditions, and requirements that apply to the County. The County must, in collaboration with MCP, implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU and are exchanged timely and maintained securely and confidentially and in compliance with the requirements set

Data and Information Sharing (HIPAA/Medical Records Sharing)

MCP	County
information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations (CFR) Part 2, and other State and federal privacy laws. The MCP must attach these P&Ps to this MOU within 90 calendar days of execution of this MOU.	below. The MCP and County must share information in compliance with applicable law, which may include HIPAA and its implementing regulations, as amended, 42 CFR Part 2, and other State and federal privacy laws. These policies and procedures must be attached to this MOU within 90-calendar days of execution.

Dispute Resolution

MCP	County
If there is a dispute between the MCP and the County, all parties are responsible for carrying out all their responsibilities under the MOU without delay, including providing Members with access to services under the MOU.	If there is a dispute between the County and the MCP, all parties are responsible for carrying out all their responsibilities under the MOU without delay, including providing Members with access to services under the MOU.
The MCP must designate appropriate staff to participate in dispute resolution with the County. The MCP must meet at least quarterly with the County's CCS liaison(s) and the County's staff regarding operational and administrative issues. The MCP must respond timely to the County's dispute resolution requests. Disputes between the MCP and the County regarding CCS medical eligibility determinations that cannot be reached by mutual agreement in a good faith attempt between the MCP and the County must be forwarded by either party to DHCS via email to CCSRedesign@dhcs.ca.gov for	The County must designate appropriate staff to participate in dispute resolution with the MCP. The County must meet at least quarterly with the MCP's Program/liaison staff regarding operational and administrative issues. The County must communicate all resolved disputes in writing to the MCP. Disputes between the County and the MCP regarding CCS medical eligibility determinations that cannot be resolved in a good faith attempt between the MCP and the County must be forwarded by either party to DHCS via email to CCSRedesign@dhcs.ca.gov for review

Dispute Resolution	
MCP	County
review and a final determination.	and a final determination.

Neonatal Intensive Care Unit (NICU)	
MCP	County
The MCP must conduct assessments in accordance with CCS Program guidelines for medical eligibility for care in a CCS-approved NICU, as found in CCS NL 05-0502 or any superseding NL. In order to capture the CCS referral, the MCP must report to the County's CCS Program all Members identified as meeting the criteria for the NICU eligibility assessment. The MCP must accompany any CCS referral to the County with supporting documentation of the Member's potential CCS eligible condition.	The County must review all cases for CCS Program determinations referred to the County by an MCP when a Member may have any newly identified or potential CCS-eligible conditions, including infants with a potential CCS-eligible condition at time of discharge from the NICU, as well as infants and children undergoing diagnostic evaluation for CCS-eligible conditions.

Quality Assurance and Monitoring	
MCP	County
MCP must collaborate with the County to establish policies and procedures for oversight of all of the requirements of this MOU, including, without limitation, requirements related to combined Quality Improvement (QI) activities, including, but not limited to, any applicable performance measures and QI initiatives as well as reports that track cross-system referrals, CCS eligible Member engagement, and service utilization and to prevent duplication of services rendered. The MCP must participate in meetings with the County at least quarterly to update P&Ps and protocols as appropriate. The MCP and the County may establish frequency of meetings. All documentation related to these meetings should be made available to DHCS for auditing purposes, including agendas and sign-in sheets. Meeting facilitation is determined by the MCP and the County. The MCP's CCS liaison must report to the MCP's Compliance Officer on the MCP's compliance with the MOU no less frequently than quarterly.	The County must collaborate with the MCP to establish policies and procedures for oversight of all of the requirements of this MOU, including, without limitation, requirements related to QI activities, including, but not limited to, any applicable performance measures and QI initiatives as well as reports that track cross-system referrals, CCS eligible Member engagement, and service utilization and to prevent duplication of services rendered. Meeting facilitation is determined by the County and MCP.

Subcontractors	
MCP	County
The MCP must ensure that all of its Subcontractors comply with all California Welfare and Institutions Code (W&I Code) section 123850 requirements that apply to the MCP.	The County must ensure that all of its Subcontractors comply with all California W&I Code section 123850 requirements that apply to the County.

VIII. AMENDMENTS

The County and the MCP may amend this MOU at any time by written, mutual consent. The County and the MCP must submit any amended MOUs to DHCS and receive DHCS' final review and approval before execution of the amended MOU.

IX. LIAISONS

The MCP must designate an individual or set of individuals as part of its Provider Relations/Community Relations or related functions to serve as the liaison for CCS county administrators and providers, including CCS specialty care center providers.

The County and the MCP must designate CCS liaisons to be the primary points of contact for this MOU. The CCS liaisons must meet no less than quarterly to discuss activities related to this MOU and any other related matters. The County and the MCP must also submit the contact information for their respective liaisons to DHCS.

For the purposes of this MOU, the primary liaison for the MCP is the KP CCS Liaison and the primary liaison for the County is the Deputy Director of Public Health or delegate as specified by the County Director.

X. DATA AND INFORMATION SHARING AGREEMENT(S)

The purpose of this section is to ensure protection of any data or information sharing related to the WCM and to comply with the Health Insurance Portability and Accountability Act and any other applicable privacy requirements.

**COUNTY OF MARIPOSA HEALTH AND
HUMAN SERVICES**

**KAISER FOUNDATION HEALTH PLAN,
INC.**

By

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Chair of the Board of Supervisors

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MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-494

MEETING: November 12, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Memorandum of Understanding (MOU), with Central California Alliance for Health, for the Coordination of Whole Child Model Services; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU), with Central California Alliance for Health, for the Coordination of Whole Child Model Services; and Authorize the Board of Supervisors Chair to Sign the MOU.

This Memorandum of Understanding (MOU) is entered into by Santa Cruz- Monterey-Merced-San Benito-Mariposa Managed Care Commission, a California public entity, operating as Central California Alliance for Health (CAAH) and County of Mariposa, a local health department (LHD) effective as of January 1, 2025 to provide coordination of services under the Whole Child Model.

Whole Child Model Services result in improved care coordination for primary, specialty, and behavioral health services for California Children's Services (CCS) and non-CCS conditions. The benefits are consistent with CCS program standards and provided by CCS paneled providers, specialty care centers, and pediatric acute care hospitals. The WCM approach meets the six goals for CCS Redesign:

Implement Patient and Family Centered Approach

Improve Care Coordination through an Organized Delivery System

Maintain Quality

Streamline Care Delivery

Build on Lessons Learned

Cost effective the approach is consistent with the primary goals of providing comprehensive treatment and focusing on the whole child, including the child's full range of needs rather than only on the CCS health condition.

BACKGROUND AND HISTORY OF BOARD ACTIONS

CAAH and County of Mariposa entered into agreement for coordination of CCS services under agreement 2024-253.

Senate Bill (SB) 586 authorized the Department of Health Care Services (DHCS) to establish the Whole Child Model (WCM) program in designated County Organized Health System (COHS) or Regional Health Authority counties to incorporate California Children's Services (CCS) program covered services for

Medi-Cal eligible CCS children and youth into a Medi-Cal managed care plan (MCP) contract. The goal of the WCM Program is to provide comprehensive treatment and focus on the whole child, including, the child's full range of medical needs. This includes a patient and family centered approach, providing care coordination through an organized delivery system, and driving improvements in quality of care for WCM members.

Effective January 1, 2025, AB 118 authorizes DHCS to expand the WCM program for Medi-Cal eligible CCS children and youth enrolled in a MCP served by a COHS in the following counties: Butte, Colusa, Glenn, Mariposa, Nevada, Placer, Plumas, San Benito, Sierra, Sutter, Tehama, and Yuba.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this MOU, children with complex medical conditions will have difficulty accessing services and navigating programs. Additionally, it will inhibit Mariposa County Health Services from coordinating services across delivery systems. Lastly, this would result in our county being non-compliant with the DHCS requirement outlined in CCS-NL-12-1223.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Mariposa_WCM MOU (2)**

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
BETWEEN
SANTA CRUZ-MONTEREY-MERCED-SAN
BENITO-MARIPOSA MANAGED MEDICAL
CARE COMMISSION AND
COUNTY OF MARIPOSA
CALIFORNIA CHILDRENS SERVICES (CCS) WHOLE CHILD MODEL
PROGRAM

I. BACKGROUND

The California Children's Services (CCS) Program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS eligible medical conditions. The CCS Program is administered as a partnership between the California Department of Health Care Services (DHCS), County health departments, Regional Health Authority (RHA), alternate health care service plan (AHCSP), and some County Organized Health Systems (COHS) plans. Health and Safety Code, Section 123800 et seq. is the enabling statute for the CCS Program. The explicit legislative intent of the CCS Program is to provide Medically Necessary services for CCS-eligible children. The statute also requires that DHCS and the County cooperate with local public or private agencies and providers of medical care to proactively identify and enroll CCS eligible children.

Senate Bill (SB) 586 (Chapter 625, Statutes of 2016) authorized DHCS to establish the Whole Child Model (WCM) for Medi-Cal eligible CCS children enrolled in a MCP that is a COHS or Regional Health Authority, within designated counties. WCM incorporates CCS covered services for certain Medi-Cal eligible CCS children into the applicable MCP Contract. Additionally, under the WCM, responsibility for the CCS case management, care coordination, provider referral, and service authorization functions move from the County to the WCM MCP. Assembly Bill (AB) 2724 (Chapter 73, Statutes of 2022) added a new section to define an AHCSP and to authorize DHCS to enter into one or more comprehensive risk contracts with an AHCSP as a primary MCP in specified geographic areas effective January 1, 2024. AB 118 (Chapter 42, Statutes of 2023) authorizes the expansion of the WCM program for Medi-Cal eligible CCS children

and youth enrolled in a MCP served by a COHS, AHCSP, or RHA, into 12 additional counties no sooner than January 1, 2025.

The medical conditions covered by the CCS Program are outlined and authorized in California Code of Regulations (CCR), title 22, sections 41401 - 41518.9. These regulations are further clarified by CCS Numbered Letters (NLs).

II. PURPOSE

The purpose of this Memorandum of Understanding (MOU) between County of Mariposa (County) and Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health (MCP) ("Parties", collectively) is to identify each party's responsibilities and obligations to each other in accordance with and based on Health and Safety Code (H&S Code) section 123800 et seq., statutory requirements related to administration of the CCS Program by local county programs, the MCP's respective contract with DHCS, and all other applicable authorities. This MOU outlines the respective roles of the County and the MCP to coordinate care, conduct administrative activities, and engage in information exchange activities required for the effective and seamless delivery of CCS services to CCS eligible Members. This MOU is a binding contractual agreement.

The County and/or DHCS will retain all administrative responsibilities of case management, care coordination, provider referral, and service authorization functions of the CCS Program as it pertains to CCS State-only Members or Members that are currently in Fee for Service Medi-Cal.

III. TERM

This MOU is in effect as of the Effective Date and continues for a term of three years or another term as agreed to by MCP and County or as amended. MCPs must submit all fully executed MOUs to their MCOD Contract Manager for file and use. In their submissions, MCPs must attest that they did not modify any of the provisions of this MOU Template except to add provisions that do not conflict with or reduce either party's obligations under this MOU Templates. If the MCP or County modifies any of the provisions of the MOU Template, the MCP must submit a redlined version of the MOU to DHCS for review and approval, prior to execution. If the MOU is not modified, the fully executed MOU needs to be submitted to the Managed Care Operations Division contract manager for file only. The template includes language that the parties may want to add, notated in italics, to their MOUs to increase collaboration and communications; the proposed language is not exhaustive.

The Parties must review the MOU annually thereafter to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. The MCP must provide evidence to DHCS of the annual review of MOU as well as copies of any MOU modified or renewed as a result. The evidence of the annual review described in the annual report must include a summary of the review process and outcomes, and any resulting amendments to the MOU or existing policies and procedures.

IV. CONFIDENTIALITY

All responsibilities and information shared by the County and the MCP in the provision of services for CCS eligible Members and under this MOU, must adhere to all applicable Federal, State and/or local laws and regulations relating to confidentiality.

V. LIABILITY AND INDEMNITY

County and the MCP are not liable to third parties for any act or omission of the other party. Each party is solely liable for any negligent or wrongful acts or omissions of its own officers, agents, and employees occurring in the performance of this MOU. If either the County or the MCP becomes liable for damages caused by its officers, agents or employees, it must pay such damages without contribution by the other and hold harmless the other from all costs and expenses resulting from any attorney fees and court costs, claims, losses, damages, and liabilities.

VI. RECORDS, AUDITS & INSPECTIONS

County and the MCP must at any time, upon reasonable notice during business hours and as necessary, make all of its records and data with respect to the matters covered by this MOU and the CCS Program available for examination by Local, State, or Federal authorities, pursuant to applicable State or Federal statute or regulation. The MCP must retain all documents demonstrating compliance with this MOU for at least ten (10) years. The MCP must post this executed MOU on its website. The counties may post this executed MOU on its website.

VII. SCOPE OF RESPONSIBILITIES

The table below identifies the roles and responsibilities of each party as they relate to providing CCS services to CCS Eligible Members, including Eligibility and Enrollment services, Case Management services, Intercounty Transfers (ICT), CCS Advisory Committees, Continuity of Care, Data and Information Sharing, Emergency Preparedness, Dispute Resolution, Neonatal Intensive Care Unit (NICU) services, Quality Assurance and Monitoring, and Subcontractors. Not all CCS applicable regulations or other requirements are listed in the table below.

CCS Eligible Member Eligibility and Enrollment (Case Identification and Referral)	
MCP	County
The MCP must provide necessary documentation, including but not limited to medical records/case notes/reports pertaining to the CCS-eligible condition, to the County to assist with initial and annual medical eligibility determinations.	Independent counties are responsible for medical, financial, and residential eligibility determinations for referred CCS members, including determining initial medical eligibility determinations and redeterminations.

CCS Eligible Member Eligibility and Enrollment (Case Identification and Referral)

MCP	County
The MCP must refer a Member to the County for a CCS eligibility determination if the Member demonstrates a potential CCS condition(s) as outlined in the CCS Medical Eligibility Guide, which may be amended. The MCP must include supporting documentation of the Member's potential CCS eligible condition in all of its CCS referrals to the County. MCPs will be responsible for conducting the CCS NICU eligibility criteria assessment, authorization, and payment. Upon notification from the County, the MCP must obtain and provide to the county any additional information the County requires, such as medical reports pertaining to the CCS-eligible condition, to make a CCS program eligibility determination. Within 90 days of its referral to the County, the MCP must inform the CCS eligible Member and their family (or designated legal caregiver) about the availability of medical care related to the CCS eligible condition. MCP must provide training and orientation for its employees, Network Providers, Subcontractors, and Downstream Subcontractors who carry out 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. The MCP must provide the training prior to any such person or entity performing responsibilities under this MOU, and at least annually thereafter. The MCP must require its Subcontractors	Dependent counties are responsible for determining financial and residential eligibility. DHCS is responsible for determining medical eligibility for new referrals and annual redeterminations; except for NICU and High Risk Infant Follow-Up (HRIF) eligibility determinations. The County must inform the child (Member under age 21) and their family (or designated legal caregiver) of the CCS Program eligibility determination. The County must inform the child determined to be ineligible and their family (or designated legal caregiver) of the CCS program eligibility appeal process. The County must communicate to the MCP the CCS program eligibility determination. The County must request any additional information required (e.g., medical reports) to make a program eligibility determination from the MCP. The County must provide notification to the MCP when the county becomes aware the member has moved out of the county. The County must proactively engage in a collaborative process with the MCP to remedy any issues or challenges related to timeliness or completeness of records for the medical eligibility redetermination process. The County must request medical records from the MCP for the annual medical

CCS Eligible Member Eligibility and Enrollment (Case Identification and Referral)

MCP	County
and Downstream Subcontractors to provide training on relevant MOU requirements and the County's programs and services to its Network Providers. The MCP must provide educational materials to its Members and Network Providers related to accessing Medically Necessary Services, including materials provided by the County. The MCP must provide County with training and/or educational materials on how MCP Covered Services may be accessed, including during nonbusiness hours. The MCP must provide medical records to the County for the annual medical review (AMR) of CCS Program eligibility, including the most current medical records that document the CCS eligible Member's medical history; the results of a physical examination by a physician; and laboratory test results, radiologic findings, or other tests or examinations that support the diagnosis of the eligible condition(s). The MCP's documentation must be dated within six months before the Member's program eligibility end date, to the extent possible, but no later than 12 months before the Member's program eligibility end date. The MCP must provide the documentation set forth above to the County 60 calendar days before the Member's program eligibility end date. If documentation is received by the County outside of the agreed upon timeframe, the MCP and County must collaborate to determine the best approach and time frame for submitting the required	review three months in advance of the member's program eligibility end date. The County must notify the MCP when the County becomes aware that a CCS Eligible Member has lost Medi-Cal eligibility.

CCS Eligible Member Eligibility and Enrollment (Case Identification and Referral)

MCP	County
documentation. If appointments occur within the 60 calendar day period prior to the Member's program eligibility end date, the MCP and County must have procedures in place to ensure all appropriate medical records are submitted to support AMR. If the County requires additional documentation, the MCP must, upon notification from the County, coordinate with the Member's provider(s) to obtain documentation, before the Member's CCS program eligibility end date. The MCP must have procedures in place regarding outreach attempts to providers and the CCS member to obtain medical records, as well as appropriate actions to take if the MCP's efforts to obtain medical records are unsuccessful. The MCP must provide notification and necessary documentation to the County to assist with transition from MCP to CCS-State Only. The MCP must notify the County when the MCP becomes aware that a CCS eligible Member has lost Medi-Cal eligibility. The MCP must proactively engage in a collaborative process with the County to remedy any issues or challenges related to timeliness or completeness of records for the medical eligibility redetermination process.	

CCS Eligible Member Eligibility and Enrollment (Case Identification and Referral)

MCP	County

Case Management (Care Coordination)

MCP	County
The MCP must refer Members to the County if these Members are suspected of having a Medical Therapy Program (MTP) eligible condition and must include all supporting documentation with the referral. As a part of the CCS eligibility review, the County will review and determine MTP eligibility, if applicable. MCP must ensure that a CCS-eligible child has a primary point of contact who shall be responsible for the child's care coordination.	The CCS County Administrator or designee must coordinate with the MCP liaison or the MCP Utilization Management Director regarding member enrollment, as often as necessary. The County must submit referrals to the MCP for medically necessary specialty services and follow-up treatment, as prescribed by the County's Medical Therapy Conference (MTC) team physician.

¹ The CalAIM Population Health Management Policy Guide is available at <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf>.

Case Management (Care Coordination)	
MCP	County
The MCP must coordinate with the local CCS MTU to ensure appropriate access to MTP services. The MCP must consult with county MTP to coordinate durable medical equipment (DME) equipment needs of MTP eligible clients, as necessary. The MCP must not duplicate therapy services rendered by an MTP. The MCP must notify the County of CCS eligible neonates, infants, and children up to three years of age that lose Medi-Cal coverage for HRIF services. The MCP must regularly communicate and share relevant information via telephone and/or case management notes, written or electronic, with the County to facilitate the care of CCS Members who require services from both the County and the MCP. Communication may be via telephone, written, electronic case management notes, or secure email. The MCP must provide CCS Maintenance and Transportation (M&T) and Non-Medical Transportation (NMT) for all Medically Necessary Covered Services, including services provided through the CCS Program and MTP, and coordinate Non-Emergency Medical Transportation (NEMT). The MCP must ensure reimbursements for M&T expenses are available to the CCS eligible Member or their family in accordance with CCS NL 03-0810 and APL 21-005 or any superseding version of this NL and APL. The MCP must provide and authorize the CCS M&T	The County Medical Therapy Program (MTP) is responsible for the provision of medically necessary occupational and physical therapy services prescribed by the County CCS Medical Therapy Unit (MTU) Conference Team Physician or the CCS-paneled physician who is providing the medical direction for occupational and physical therapy services. Upon notification from the MCP of a CCS Member that has lost MCP coverage, the County must ensure the coordination of HRIF outpatient diagnostic services. The County must regularly communicate, share relevant information via telephone and/or case management notes, written or electronic, with the MCP to facilitate the care of CCS WCM Members who require MTP services. Communication may be via telephone, written, electronic case management notes, or secure email. The County must identify staff who will meet quarterly and more often as necessary with the appointed MCP Liaison(s).

Case Management (Care Coordination)	
MCP	County
benefit for CCS eligible Members or the Member's family seeking transportation to a medical service related to their CCS eligible condition(s) when the cost of M&T presents a barrier to accessing authorized CCS services. The MCP must authorize services based on medical necessity and/or evidence-based guidelines, including DME, consistent with CCS program standards. The MCP must ensure all services related to the Member's CCS eligible condition are provided by either CCS-paneled providers, CCS-approved Special Care Centers (SCCs), and/or CCS- approved pediatric acute care hospitals. The MCP must provide case management services for CCS eligible conditions, to coordinate benefits, and to authorize services according to state regulations and APL 21-005 or any superseding APL. The MCP must inform CCS eligible Members of the availability of the CCS program and benefits as needed. The MCP must authorize a CCS paneled provider or center to treat and manage the CCS eligible condition. The MCP must, as part of its provider education strategy, educate Network Providers about the local CCS program and the ways that the Primary Care Physician (PCP) can assist with integration of CCS authorized services. The MCP must ensure that CCS eligible Members receive all Medically Necessary pediatric preventive services, including	

Case Management (Care Coordination)	
MCP	County
immunizations, unless determined to be medically contraindicated. MCP must authorize, refer, and coordinate the delivery of Organ and Bone Marrow Transplant benefits and all Medically Necessary Covered Services associated with a transplant service. MCP must ensure that organ and bone marrow transplants services are provided to the Member at a CCS-approved Special Care Center (SCC) that has current CCS approval to transplant the specified organ in the Member's age group in accordance with Attachment 2 of APL 21-015 or any superseding APL. The MCP must conduct a HRIF program acuity assessment and authorize any HRIF services for the Member in accordance with the HRIF Eligibility Criteria. The MCP must ensure access or arrange for the provision of HRIF case management services. The MCP must notify the County of any CCS eligible neonates, infants, and children up to three years of age that have been identified as having a potential CCS eligible condition through the HRIF program. The MCP must accompany any referral to the County with supporting documentation of the Member's potential CCS eligible condition. The MCP must develop and implement policies and procedures (P&Ps) that specify coordination activities and communication requirements among PCPs, specialty providers, hospitals, and the assigned case manager(s).	

Case Management (Care Coordination)	
MCP	County
The MCP must ensure that CCS eligible Members and their families have ongoing information, education, and support regarding: • How to request continuity of care for pharmacy, specialized durable medical equipment, and health care providers; • How to request M&T services; • How to request assistance with the transition to adult care; • Referrals to community resources; • The child's and family's role in the individual care process; • The availability of mental health services; and • Any other services that might be available (i.e. Regional Centers and Home and Community Based Alternatives Waiver Agencies) The MCP must determine which staff will be appropriate to meet, at a minimum quarterly and as often as necessary, and maintain communication with the appointed CCS Liaison(s).	

Intercounty Transfer (ICT)	
MCP	County
The MCP must complete its ICT form and provide the County with the following documentation no later than ten (10) Working Days when requested by the County for a CCS eligible Member's ICT: • Copies of current physical medical reports since the most recent annual medical redetermination. The MCP is not required to send	During an ICT, the County must forward to a Member's new county of residence a completed ICT form and any documentation that the County received from the MCP. When the Member in the Sending County is enrolled in a WCM MCP, the Sending County must request the most recent medical reports, case management notes, and utilization information from the WCM MCP.

reports from Medical Therapy Conferences. • A list of the Member's authorized providers from at least the previous 12 months. • A list of the Member's authorized services from at least the previous 12 months. • Any information that will assist the receiving county of residence or receiving MCP in making authorization decisions. • Case management notes related to the CCS eligible medical condition, if possible. If that is not possible, the MCP must provide a summary note of relevant case management activities. During an ICT, the MCP must continue to provide case management services and make determinations as to Medically Necessary service authorization requests until the Member's transfer date. The MCP must coordinate with the County regarding the ICT date. The MCP must authorize Out-of-Network requests if the Member requires services in their new county of residence prior to the transfer date. During an ICT, the MCP must close all service authorization requests at least the day before the transfer date. The MCP must follow CCS ICT guidance in accordance with CCS Intercounty Transfer NL 09-1215 or any superseding NL.	The Receiving County is encouraged to collaborate with the MCP during their negotiations of a transfer date with the Sending County. For further guidance on ICTs, refer to the CCS Intercounty Transfer NL 09-1215. County must follow CCS Intercounty Transfer Policy NL 09-1215 or any superseding version of this NL.
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CCS Advisory Committees (Clinical Advisory and Family Advisory)

MCP	County
The MCP's must create and maintain a Clinical Advisory Committee composed of: • The MCP's medical director or the equivalent; • The County's CCS administrator, medical director or designee; • At least four CCS-paneled providers; and • The County's CCS Liaison(s) The Clinical Advisory Committee must meet at least quarterly or more frequently if determined to be necessary. The MCP's Family Advisory Committee (FAC) must ensure meaningful engagement of its members, which must include: • The County's CCS Liaison(s) and • The County's CCS representative(s) • CCS provider representatives. The MCP must coordinate with the County's CCS staff, local CCS providers, and consumer advocates to recruit CCS families for the FAC. The MCP must coordinate with CCS families to ensure they understand the FAC's role and their role as members of the FAC. The MCP may provide a reasonable per diem payment to enable in-person participation in the advisory committee. The MCP may utilize teleconference or other similar electronic means to facilitate participation.	The following County representatives must actively participate in the MCP's Clinical Advisory Committee: • The County's CCS administrator, medical director or designee; and • The County's CCS Liaison The County's representatives will actively participate by: • Attending meetings • Engaging in discussion • Offering feedback and recommendations. The County must collaborate with the MCP to ensure meaningful engagement with family members. The County must coordinate with the MCP, local CCS providers, and consumer advocates to assist in recruiting CCS families for the FAC. The County must coordinate with CCS families to ensure they understand the FAC's role and their role as members of the FAC.

A. Continuity of Care	
MCP	County
Upon transitioning to WCM: If requested by the CCS eligible Member within 90 days of the transition of their CCS services to the MCP, the MCP must ensure that the CCS eligible Member continues to receive case management and care coordination from their public health nurse (PHN), if the PHN is available. When a member transitions from a Classic CCS county to a CCS WCM county, the CCS Member may request case management from their public health nurse (PHN) within 90 days of transition from the County CCS to the MCP. If this request is made, the MCP must ensure that the CCS member receives case management from their PHN, if their PHN is available. The MCP must establish and maintain a process by which a CCS eligible Member may maintain access to navigating a health plan; maintain rights to appeal any service denials; and request continuity of care for pharmacy, health care providers, and specialized or customized durable medical equipment providers for up to 12 months. The MCP must ensure that CCS families have ongoing information, education, and support regarding the rights to appeal any service denials, including the right to appeal a denial of Continuity of Care (COC) beyond 12 months, in accordance with APL 21-005, APL 22-032 or any superseding APLs. The MCP must attempt to enter into a Letter of Agreement (LOA) with the provider to allow for COC for at least one year if the child has established care with	Upon transitioning to WCM; The County must respond to the MCP within 2 Working Days regarding the CCS eligible Member's request to continue working with their Public Health Nurse (PHN). In the event that the requested PHN is no longer available, the County must provide reasonable notice to the MCP of the PHN's last day in the CCS program. The County must provide information on active CCS eligible Member cases to the MCP unless a case has already been transitioned. The County is primarily responsible for providing case management to arrange all approved PDN service hours if the County approves the PDN services for a CCS eligible member under the age of 21. Existing WCM Counties must coordinate continuity of care services with the MCP to the extent possible to ensure no delays of services to members. The County must follow Continuity of Care guidance in accordance with Health and Safety Code Section 123850(b).

MCP	County
a provider prior to WCM and if that provider is not contracted with the MCP. The MCP is primarily responsible for providing case management to arrange all approved Private Duty Nursing (PDN) service hours if the MCP approves the PDN services for a Medi-Cal eligible CCS Member under the age of 21 as required by APL 20-012 or any superseding APL.	

Data and Information Sharing (HIPAA/Medical Records Sharing)	
MCP	County
The MCP must ensure any Subcontractors or Network Providers that create, receive, maintain, or transmit protected health information on behalf of the MCP agree to the same privacy restrictions, conditions, and requirements that apply to the MCP. The MCP must ensure that appropriate staff has access to the Children's Medical Services Provider Electronic Data Interchange (PEDI) to view the status of CCS Eligible Member data. The MCP must, in collaboration with the County, implement policies and procedure to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU and are exchanged timely and maintained securely and confidentially and in compliance with the requirements set below. The MCP and County must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and	The County must ensure any Providers that create, receive, maintain, or transmit protected health information on behalf of the County agree to the same privacy restrictions, conditions, and requirements that apply to the County. The County must ensure any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the County CCS Program agree to the same restrictions, conditions, and requirements that apply to the County. The County must, in collaboration with MCP, implement policies and procedure to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU and are exchanged timely and maintained securely and confidentially and in compliance with the requirements set below. The MCP and County must share information in compliance with applicable law, which may include HIPAA and its implementing regulations, as amended , 42 Code of Federal Regulations Part 2, and other State and federal privacy laws..

Data and Information Sharing (HIPAA/Medical Records Sharing)

federal privacy laws. The MCP must attach these P&Ps to this MOU within 90 calendar days of execution of this MOU.

These policies and procedures must be attached to this MOU within 90-calendar days of execution.

Emergency Preparedness

MCP

County

Dispute Resolution

MCP

If there is a dispute between the MCP and the County, all parties are responsible for carrying out all their responsibilities under the MOU without delay, including providing Members with access to services under the MOU.

The MCP must designate appropriate staff to participate in dispute resolution with the County. The MCP must meet at least quarterly with the County's CCS liaison(s) and the County's staff regarding operational and administrative issues.

County

If there is a dispute between the County and the MCP, all parties are responsible for carrying out all their responsibilities under the MOU without delay, including providing Members with access to services under the MOU.

The County must designate appropriate staff to participate in dispute resolution with the MCP. The County must meet at least quarterly with the MCP's Program/liaison staff regarding operational and administrative issues.

Dispute Resolution	
MCP	County
The MCP must respond timely to the County's dispute resolution requests. Disputes between the MCP and the County regarding CCS medical eligibility determinations that cannot be reached by mutual agreement in a good faith attempt between the MCP and the County must be forwarded by either party to DHCS via email to CCSRedesign@dhcs.ca.gov for review and a final determination.	The County must communicate all resolved disputes in writing to the MCP. Disputes between the County and the MCP regarding CCS medical eligibility determinations that cannot be resolved in a good faith attempt between the MCP and the County must be forwarded by either party to DHCS via email to CCSRedesign@dhcs.ca.gov for review and a final determination.

Neonatal Intensive Care Unit (NICU)	
MCP	County
The MCP must conduct assessments in accordance with CCS Program guidelines for medical eligibility for care in a CCS-approved NICU, as found in CCS NL 05-0502 or any superseding NL. In order to capture the CCS referral, the MCP must report to the County's CCS program all Members identified as meeting the criteria for the NICU eligibility assessment. The MCP must accompany any CCS referral to the County with supporting documentation of the Member's potential CCS eligible condition.	The County must review all cases for CCS program determinations referred to the County by an MCP when a member may have any newly identified or potential CCS-eligible conditions, including infants with a potential CCS-eligible condition at time of discharge from the NICU, as well as infants and children undergoing diagnostic evaluation for CCS-eligible conditions.

Quality Assurance and Monitoring	
MCP	County
MCP must collaborate with the County to establish policies and procedures for oversight of all of the requirements of this MOU, including, without limitation, requirements related to combined Quality	The County must collaborate with the MCP to establish policies and procedures for oversight of all of the requirements of this MOU, including, without limitation, requirements related to QI activities,

Quality Assurance and Monitoring	
MCP	County
Improvement (QI) activities, including, but not limited to, any applicable performance measures and QI initiatives as well as reports that track cross-system referrals, CCS eligible Member engagement, and service utilization and to prevent duplication of services rendered. The MCP must participate in meetings with the County at least quarterly to update P&Ps and protocols as appropriate. The MCP and the County may establish frequency of meetings. All documentation related to these meetings should be made available to DHCS for auditing purposes, including agendas and sign-in sheets. Meeting facilitation is determined by the MCP and the County. The MCP's CCS liaison must report to the MCP's Compliance Officer on the MCP's compliance with the MOU no less frequently than quarterly.	including, but not limited to, any applicable performance measures and QI initiatives as well as reports that track cross-system referrals, CCS eligible Member engagement, and service utilization and to prevent duplication of services rendered. Meeting facilitation is determined by the County and MCP.

Subcontractors	
MCP	County
The MCP must ensure that all of its Subcontractors comply with all California Welfare and Institutions Code (W&I Code) section 123850 requirements that apply to the MCP.	The County must ensure that all of its Subcontractors comply with all California Welfare and Institutions Code (W&I Code) section 123850 requirements that apply to the County.

VIII. AMENDMENTS

The County and the MCP may amend this MOU at any time by written, mutual consent. The County and the MCP must submit any amended MOUs to DHCS and receive DHCS' final review and approval before execution of the amended MOU.

IX. LIAISONS

The MCP must designate an individual or set of individuals as part of its Provider Relations/Community Relations or related functions to serve as the liaison for CCS county administrators and providers, including CCS specialty care center providers.

The County and the MCP must designate CCS liaisons to be the primary points of contact for this MOU. The CCS liaisons must meet no less than quarterly to discuss activities related to this MOU and any other related matters. The County and the MCP must also submit the contact information for their respective liaisons to DHCS.

For the purposes of this MOU, the primary liaison for the MCP is the Complex Case Management Manager – Pediatric (RN) or delegate as specified by the MCP, and the primary liaison for the County is the [Margarita King, Public Health Nurse Manager or Kimberly Ballard, Deputy Director Public Health or delegate as specified by the County Director.

COUNTY OF MARIPOSA HEALTH AND HUMAN SERVICES

MCP CEO OR Responsible Person

By

Miles Menetrey
Chair of the Board of Supervisors

Date:

Notice Address:

P.O. Box 99
Mariposa, CA 95338

Notice Electronic Delivery:

sschendel@mariposacounty.org

By

Michael Schrader
CEO

Date:

Notice Address:

1600 Green Hills Road, Suite 101
Scotts Valley, CA 95066-4981

Notice Electronic Delivery:

mschrader@ccah-alliance.org



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-495

MEETING: November 12, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the Submission of the AmeriCorps National Civilian Community Corps (NCCC) Application; and Authorize the Board of Supervisors Chair to Sign the Agreement and Documents that May Be Necessary to Complete the Project, If Selected (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve the Submission of the AmeriCorps National Civilian Community Corps (NCCC) Application; and Authorize the Board of Supervisors Chair to Sign the Agreement and Documents that May Be Necessary to Complete the Project, If Selected (Subject to Approval as to Legal Form by County Counsel)

The Planning Department seeks to apply for an AmeriCorps NCCC crew between January 9 and April 16 in partnership with Camping Unlimited (Camp Krem in Awahanee). If awarded, a group of approximately ten 18-to-26 year olds will be working for six weeks for Mariposa-based nonprofit and partner organizations and six weeks for Camp Krem. Camp Krem will be providing housing for the crew. AmeriCorps NCCC offers young people hands-on-experience and work with service-focused organizations throughout the country. In total, the crew will work an estimated 40 days and 3,200 person/hours for Mariposa County organizations.

The crew will work on fire prevention, beautification, and recreation-centered projects and will partner with six local organizations: University of California Extension (UCCE) Fire Education Program, UCCE Master Gardeners, Mariposa Trails, the Bureau of Land Management's Briceburg Recreation Area, and Mariposa County's Community Design & Development Team. During their time in Mariposa County, they will also have 5 full days of training and education. One of the program's objectives is to help young people launch their professional lives and expose them to service-oriented careers.

The crew will be working on the following projects as part of their 3-month-long service experience:

- (1) The UCCE Master Gardeners of Mariposa County will host the crew to assist the Mariposa Museum & History Center with landscaping.
- (2) The UCCE Fire Education Program will partner with the NCCC crew for fuel clearance and defensible space work. Fire clearance will include brush clearing, removal of dead or downed trees and limbs, and managing burn piles.
- (3) Mariposa Trails and the NCCC crew will perform trail maintenance on the Hites Cove Trail in Sierra National Forest. The NCCC crew will work with Mariposa Trails to build rock walls (if needed), clear and/or re-establish pathways, install structures to minimize erosion, and reduce plant growth next to

the trail.

(4) Mariposa County's Community Design & Development Team will have a variety of workdays on the Mariposa Creek Parkway for the NCCC crew on projects including restoration, habitat enhancement, invasive species removal, and fire mitigation work.

(5) The Bureau of Land Management's Briceburg Recreation Area and the NCCC group will do trail work on the Merced River Trail to prepare the trail for the increased visitation which will accompany wildflower season.

The sponsorship agreement requiring approval details the responsibilities of AmeriCorps NCCC and Mariposa County as part of this partnership. Mariposa County last hosted an AmeriCorps NCCC crew in 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County has previously hosted an AmeriCorps NCCC crew on two occasions: 2017 and 2024.

April 16, 2024 - The Board acknowledged the work of seven members of the 2024 AmeriCorps NCCC Crew for their service to the Mariposa community

RES 2024-16 - Ratifying an agreement with AmeriCorps for the awarded partnership with Camping Unlimited (Camp Krem in Awahane) between January 8 and April 17, 2024

RES 2017-720 - Ratifying the application submitted to the AmeriCorps NCCC to assist with Detwiler Fire Recovery

RES 2017-719 - Approving an agreement between AmeriCorps and the County of Mariposa to partner on Detwiler Fire Recovery efforts and assign the County a team of volunteers

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and it would result in Mariposa-based organizations missing out on the opportunity to have over 3,000 volunteer hours to help with fuel clearance, beautification, and recreation-focused work.

FINANCIAL IMPACT

The primary cost of hosting an AmeriCorps NCCC crew is housing. However, Camp Krem has generously agreed to provide housing at no cost to the County.

ATTACHMENTS

1. Redacted AmeriCorps Application

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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



**AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS (NCCC)
SERVICE PROJECT APPLICATION**

INTERNAL USE ONLY:

Project Title:
Project Number:
State:
Focus Area:
APD:
Rural ☐ Urban ☐ Suburban ☐ Wilderness ☐
New Sponsor ☐ Returning Sponsor ☐

APPLICANT INFORMATION						
1	Organization Name	Mariposa County				
	Mailing Address	PO Box 784				
	City	Mariposa	State	CA	ZIP	95338
	Office Telephone	(209) 742-1246	Ext.			
	Secondary Sponsor Organization Name	Camp Krem				
	Mailing Address	45895 CA HWY 49				
	City	Ahwahnee	State	CA	ZIP	93601
	Office Telephone		Ext.			
2	EIN	94-600880	Secondary Sponsor EIN			
3	Organization Type	☐ Community-Based Nonprofit Organization ☐ Federal Government ☐ Tribal Nation ☒ Local Government or Municipality ☐ National Nonprofit ☐ School ☐ State Government				
4	Authorized Representative	Miles Menetrey				
	Organizational Title	Board Chair				
	Phone Number	209-742-1246	Ext.			
	Email Address	mmenetrey@mariposacounty.org				
5	Project Site Supervisor	Will Fassett				
	Organizational Title	Community Design & Development Planner				
	Phone Number	209-742-1246	Ext.			
	Email Address	wfassett@mariposacounty.org				
PROJECT INFORMATION						
6	Estimated Completion Time (Weeks)	14				
	Project Start Date	01/08/2025	Flexible	☒	Fixed	☐
	Project End Date	04/16/2025	Flexible	☐	Fixed	☐

PROJECT FOCUS AREAS AND OBJECTIVES		
7	Primary Area of Community Need	Energy Conservation Environmental Stewardship and Conservation Infrastructure Improvement Natural and Other Disasters Urban and Rural Development
8	Secondary Area of Community Need	Energy Conservation Environmental Stewardship and Conservation Infrastructure Improvement Natural and Other Disasters Urban and Rural Development
9	Disaster Type (if applicable)	Preparedness Readiness Mitigation Recovery Not Applicable
10	Project Objectives	Access to Care At-Risk Ecosystems Awareness and Stewardship Capacity Building and Leverage Community Support Energy Efficiency Support Disaster Assistance Provided Education Financial Literacy Housing Inclusion of People with Disabilities ☐ ☐ ☐ ☐ ☐ Alleviate Poverty Advance Racial Equity Mitigate the Impacts of the COVID-19 Pandemic and Other Public Health Crises Reduce Greenhouse Gas Emissions Conserve Lands and Waters and Adapt to Changing Climate Expand Educational and Economic Opportunity Service to Underserved Individuals and Communities

AREAS SERVED BY THE PROJECT				
11	State or Territory		City or County	
	State or Territory		City or County	
	State or Territory		City or County	
	State or Territory		City or County	
OTHER				
12	Organization Goals Relevant to the Project	1		
		2		
		3		
13	Are there any required permits or zoning variances for this project?		Yes	No
	If 'Yes,' please list the specific permits or zoning variances required and state whether you have secured them. Though not required at the time of application, proof of permits may be requested at a later date.			
14	Is your organization currently funded wholly or in part by AmeriCorps?		Yes	No
	If 'Yes,' is the proposed project funded by an AmeriCorps State and National grant or any AmeriCorps VISTA resources?		Yes	No
	If 'Yes,' to either of the above questions, please provide detailed information concerning the funding source and utilization of those funds.			
15	Will the proposed service replace any of your organization's current or projected staff or contracted labor?		Yes	No
16	Could this project be impacted by inclement weather?		Yes	No

	If 'Yes,' do you have sufficient alternate project work opportunities for at least 25% of the project time for the team should there be inclement weather? You will need to provide your inclement weather plan as part of the Need and Project Design Narrative (Question 26).		
17	AmeriCorps conducts background checks on all members which consists of fingerprint-based FBI criminal history search and a check of the National Sex Offender Public Website (NSOPW.org). Will your organization conduct additional background checks?	Yes	No
	If 'Yes,' please specify what additional background checks are required and how these requirements will be satisfied. If an organization requires additional background checks for AmeriCorps NCCC members, the organization is responsible for fees associated with the background checks and completing background checks prior to or at the start of the project.		
18	Does this project include possible exposure of AmeriCorps NCCC members to asbestos, lead paint, hazardous waste, mold, or any other safety hazards?*	Yes	No
19	Will members be required to work with potentially hazardous chemicals such as solvents, acids, pesticides, herbicides, adhesives, etc.?*	Yes	No
20	Are there any current or recent (within the last five years) environmental hazards that campus staff should be aware of near the service and/or lodging sites? Examples could include but are not limited to: tap water that is undrinkable or not recommended to drink, chemical or hazardous waste spills, mine blowouts impacting waterways/groundwater, chemical weapon storage locations, or oil spills.	Yes	No
21	Are there any health or environmental conditions that might preclude an AmeriCorps NCCC member from fully participating based on project location or project conditions?*	Yes	No
*Selection of 'Yes' to this question does not preclude your organization from receiving an AmeriCorps NCCC team. You will need to further explain any hazards or conditions in the Safety and Security Narrative (Question 31).			

LOCATIONS									
22	Location of Service #1					Primary Site?		Yes ☐	No ☐
	Organization		Camping Unlimited for the Developmentally Disabled						
	Projected Start Date		01/08/2025		Projected End Date		04/16/2025		
	Street Address		45895 CA HWY 49						
	Address Line 2								
	County		Madera	City	Ahwahnee	State	CA	ZIP	93601
	Accessible for people with disabilities?		Yes ☒ No ☐						
	Site Supervisor Name		Bill Skelton						
	Organizational Title		Facilities Manager						
	Email Address		bill@campingunlimited.org		Phone Number		[REDACTED]		
	Location of Service #2					Primary Site?		Yes ☐	No ☐
	Organization		University of California Cooperative Extension Master Gardeners						
	Projected Start Date		1/27/25		Projected End Date		1/31/25		
	Street Address		5119 Jessie St (Mariposa Museum & History Center)						
	Address Line 2								
	County		Mariposa	City	Mariposa	State	CA	ZIP	95338
	Accessible for people with disabilities?		Yes ☐ No ☐						
	Site Supervisor Name		Sheri Mace						
	Organizational Title		Community Education Specialist						
	Email Address		smace@ucanr.edu		Phone Number		[REDACTED]		
Location of Service #3					Primary Site?		Yes ☐	No ☒	
Organization		Mariposa County							
Projected Start Date		2/17/25		Projected End Date		2/21/25			
Street Address		Mariposa Creek Parkway							
Address Line 2									
County		Mariposa	City	Mariposa	State	CA	ZIP	95338	
Accessible for people with disabilities?		Yes ☐ No ☐							
Site Supervisor Name		Will Fassett							
Organizational Title		Community Design & Development Planner							
Email Address		wfassett@mariposacounty.org		Phone Number		209-742-1246			
*For projects with more than three site locations, please include an attachment with the information required above for each additional location.									

LOCATIONS										
22	Location of Service #1					Primary Site?		Yes ☐	No ☐	
	Organization		Camping Unlimited for the Developmentally Disabled							
	Projected Start Date		01/08/2025		Projected End Date		04/16/2025			
	Street Address		45895 CA HWY 49							
	Address Line 2									
	County		Madera	City	Ahwahnee	State	CA	ZIP	93601	
	Accessible for people with disabilities?		Yes ☒ No ☐							
	Site Supervisor Name		Bill Skelton							
	Organizational Title		Facilities Manager							
	Email Address		bill@campingunlimited.org		Phone Number		[REDACTED]			
	Location of Service #2					Primary Site?		Yes ☐	No ☐	
	Organization		University of California Cooperative Extension Master Gardeners							
	Projected Start Date		1/27/25		Projected End Date		1/31/25			
	Street Address		5119 Jessie St (Mariposa Museum & History Center)							
Address Line 2										
County		Mariposa	City	Mariposa	State	CA	ZIP	95338		
Accessible for people with disabilities?		Yes ☐ No ☐								
Site Supervisor Name		Sheri Mace								
Organizational Title		Community Education Specialist								
Email Address		smace@ucanr.edu		Phone Number		[REDACTED]				
Location of Service #3					Primary Site?		Yes ☐	No ☒		
Organization		Mariposa County								
Projected Start Date		2/17/25		Projected End Date		2/21/25				
Street Address		Mariposa Creek Parkway								
Address Line 2										
County		Mariposa	City	Mariposa	State	CA	ZIP	95338		
Accessible for people with disabilities?		Yes ☐ No ☐								
Site Supervisor Name		Will Fassett								
Organizational Title		Community Design & Development Planner								
Email Address		wfassett@mariposacounty.org		Phone Number		209-742-1246				
*For projects with more than three site locations, please include an attachment with the information required above for each additional location.										

LODGING SITE #1										
23	Lodging Provider									
	Street Address									
	City		State		Zip					
	Anticipated Arrival Date		Anticipated Departure Date							
	Type of Lodging	Apartment or Condo				Hotel				
		Armory				Military Facility				
		Bed and Breakfast				NCCC Campus				
		Cabin				Recreational Vehicle				
		Campsite				School Room or Classroom Trailer				
		Church or Other Faith-Based Organization				Summer Camp				
Community Center				Vacant Home						
Dorm				Volunteer Housing						
Short Term Rental				Yurt						
Hostel				Other						
Lodging Category	Community or Faith-Based Organization				Local Government or Municipality					
	Federal Government				Military					
Lodging Category	Indian Tribe				National Nonprofit Organization					
	Institute of Higher Education				National or State Park					
Lodging Category	Other									
Accessible for people with disabilities?	Yes	No	Beds provided?	Yes	No	Number of sleeping spaces available?				
If you've selected Yes, is it accessible for:	Hearing		Vision			Mobility				
Showers on site?	Yes	No	Laundry on site?	Yes	No	Wi-Fi access on site?	Yes	No		
Full Kitchen(including stove and fridge) on site?	Yes	No	If no full kitchen, are meals provided?	Yes	No	Is there a microwave on site?	Yes	No		

LODGING SITE #1 Continued			
Lodging Contact Name	Bill Skelton		
Phone number	[REDACTED]	Email Address	bill@campingunlimited.org
Is lodging currently move-in ready? Please explain. If lodging is not currently move-in ready, when will it be ready by (include date)?			
Yes.			
Please use the space provided below to address the requested information for the Lodging Narrative in the AmeriCorps NCCC Service Project Application Instructions.			
24	A. Provide a descriptive overview of the lodging. Camp Krem Yosemite is an established summer camp with 18 cabins (9 with bathrooms, hot water, and showers, and 11 with air conditioning), plus a health center with three double bedrooms, three bathrooms and a laundry room, and a lodge with 5 bedrooms.		
	B. Number and type of rooms along with any furniture available (if applicable). Most cabins have bunk beds. Team members should plan to bring their own sleeping bag, towel(s), and a pillow.		
	C. Any appliances available to the team for use: A fully equipped commercial kitchen with walk-in fridge, five reach-in fridges and four reach-in freezers, dining room with chairs and tables are all available for the AmeriCorps team to use.		
	D. Additional lodging information and rules of use of the facility. The camp is zoned for 150 people, and is registered with the Madera County Environmental Health Department. We are located a few miles from a general convenience store and nine miles from Oakhurst which offers Von's and Raley's supermarkets and commercial shopping malls with restaurants and shops.		

NARRATIVES	
Please refer to the Service Project Application Instructions for requirements for each narrative.	
25	Executive Summary (Include Organizational Capacity)

28	Recruitment

29	Member Development (Please include skills members will gain and an explanation of how those skills will advance member development.)

32	Tools and Equipment

IMPORTANT NOTICES SECTION

REQUIRED ATTACHMENTS: Supporting documentation is a critical component of the Service Project Application. The supporting materials requested below will help AmeriCorps NCCC Regional staff develop a better understanding of the proposed project during the application review process. Samples and templates are available from AmeriCorps NCCC Regional staff.

ON-SITE ORIENTATION: Please attach a comprehensive on-site orientation agenda to your application. This should include an overview of your organization and the project, introductions of the team to the staff of the sponsoring organization(s), tour of the work site(s) and the community, safety and security, and a lodging use overview.

TRAINING PLAN: Please attach a training plan outlining the training that AmeriCorps NCCC members will receive during the project. This plan should include tool training, safety training, and project specific training (e.g., positive youth development, tree identification, roofing instruction, etc.). If a variety of tasks have been proposed in the work plan, the training plan should identify how/when members will be trained to perform the task.

PROJECT WORK CALENDAR: Include a project work plan that outlines the schedule of work. The schedule will assist in planning where a team will perform work, which staff member will work with the team, the assigned task(s) for each work day and the number of AmeriCorps NCCC members it will take to complete each task. The work plan calendar is an essential part of demonstrating how the organization will provide at least 40 hours of work for each member of the team.

OPTIONAL ATTACHMENTS: The supporting materials requested below are OPTIONAL and will help AmeriCorps NCCC Regional staff develop a better understanding of the proposed project during the application review process.

LODGING PHOTOS: Please provide at least one clearly labeled photo of the proposed team lodging. Strong applications often include photos of team living quarters, kitchen and bath facilities and storage areas for personal belongings.

WORKSITE PHOTOS OR SUPPORTING DOCUMENTS: If feasible, clearly labeled photos of work site tasks, maps of service site locations (e.g. a camp map, trail system map, community housing map, etc.), or similar supporting documentation sometimes can help support the high level of detail you have provided in the Need Narrative and the Project Design Narrative.

ADDITIONAL PAPERWORK REQUIREMENTS: If the Service Project Application is approved and teams perform the service project, the project sponsor will be required to review and sign two additional documents: the Sponsor Agreement and the Project Completion Report. Sponsoring organizations will also be asked to complete a survey to capture their evaluation of their partnership with AmeriCorps NCCC.

SPONSOR AGREEMENT: Once the Service Project Application has been approved, a formal agreement (called a Sponsor Agreement) will be executed between the sponsoring organization and AmeriCorps NCCC, which will specify the roles, responsibilities, and contributions of both parties. This agreement must be signed by both parties before a team arrives to the project.

PROJECT COMPLETION REPORT: After the project is completed the project sponsor will be required to review, approve, and sign the AmeriCorps NCCC Project Completion Report, and return it to AmeriCorps NCCC regional campus staff within five (5) days of receipt.

SURVEYS: Project sponsors, site supervisors, and secondary sponsors who have used the services of teams will be asked to complete surveys designed to provide AmeriCorps NCCC with feedback that will inform continuous improvement of services.

DISASTER/FIRE RESPONSE: AmeriCorps NCCC members and staff are part of the Federal Emergency Management Agency (FEMA) and American Red Cross National Disaster Response Network. In addition, AmeriCorps NCCC assists local, state, and national forest services with wildfire suppression. Potential project sponsors should note that in the event of a natural disaster or homeland security crisis, members may be recalled from projects to serve as part of the relief efforts. This could result in a decrease in the number of members assigned to your project, a delay in the deployment of a team, or cancellation of a project.

LIABILITY AND WORKERS' COMPENSATION CLAIMS: AmeriCorps is a self-insured federal agency that administers the AmeriCorps National Civilian Community Corps (NCCC) program. Consequently, AmeriCorps NCCC Corps Members, Team Leaders, and Federal employees of AmeriCorps are covered by the provisions of the Federal Tort Claims Act (liability claims) and the Federal Employees Compensation Act (workers' compensation claims) 42 U.S.C. § 12620 (b) & (c). Accordingly, any injuries or property damage proximately caused by the negligence of an AmeriCorps NCCC Member, Team Leader, or AmeriCorps employee will be assumed by the United States Government, if it is determined that the negligent individual was acting within the scope of his/her official service activity or employment at the time of the potentially compensable event. Similarly, any on-the-job injuries received by an AmeriCorps member of the NCCC program or federal employee will be processed by AmeriCorps and the Department of Labor.

WAIVERS: No member of an AmeriCorps NCCC Team (including any Corps Member or Team Leader) shall sign any document provided by the Project Sponsor or any representative or employee of the Project Sponsor, including but not limited to: liability waivers, hold harmless agreements, indemnification agreements, or employment-related documents. In the event that a member of an AmeriCorps NCCC Team signs a document provided by the Project Sponsor or any representative or employee of the Project Sponsor, the signature on any such document shall have no force or effect of law. Neither the Team nor any Team Leader or Corps Member thereof, may legally bind the AmeriCorps NCCC Team or the AmeriCorps NCCC Program.

NON-DISCRIMINATION: A Project Sponsor receiving teams from AmeriCorps NCCC will comply with all federal statutes, including the National and Community Service Act of 1990, as amended, relating to nondiscrimination, which includes nondiscrimination on the basis of race, color, national origin, sex, age, disability, and in most instances, religion. AmeriCorps prohibits all forms of discrimination based on race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal assistance from AmeriCorps, must be free from all forms of harassment. Project sponsors will be required to sign an assurance of non-discrimination as part of the Sponsor Agreement.

SERVICE PROJECT LIMITATIONS: In the course of performing a service project, members cannot engage in any project assignments that involves direct fundraising, financial transactions, preparation of a grant application to AmeriCorps or to any other Federal agency, or any political or inherently religious activities.

SIGNATURE	
The Service Project Application MUST be signed by the authorized representative of the sponsoring organization.	
SIGNATURE	DATE



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Steve Engfer, Planning Director
RE: Appoint David Budries as an At Large Member and Mike Ahamdi as a Member Representing the Business Community to the Mariposa Town Advisory Task Force with Terms Expiring One Year from the Date of the First Scheduled Meeting of the Task Force

RECOMMENDATION AND JUSTIFICATION

Appoint David Budries as an At Large Member and Mike Ahamdi as a Member Representing the Business Community to the Mariposa Town Advisory Task Force with Terms Expiring One Year from the Date of the First Scheduled Meeting of the Task Force.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is customary for the Board of Supervisors to Appoint or Re-appoint the committee members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not appoint or re-appoint, this would result in vacancies which could cause a lack of quorums for the committee until the vacancies are advertised and filled.

FINANCIAL IMPACT

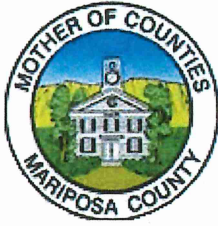
None

ATTACHMENTS

1. Redact App - Mike Ahmadi
2. Redact Application - David Budries
3. Mariposa Town Advisory Task Force Vacancy Notice

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



RECEIVED

AUG 15 2024

BOARD OF SUPERVISORS

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

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

INSTRUCTIONS

Completely fill out this form,
sign and return to:

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

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

Mariposa Advisory Task Force (MATF)

Supervisory District in which you Reside:

4

Length of Residency in the County:

9 years

First Name:

Mike

Last Name:

Hamadi

Mailing Address:

95338

Email Address:

Are you Over 18 Years of Age:

Yes

Employment Status:

Employed

Employer's Name:

Mountain Fitness

Employer's Address:

Day Telephone Number:

Cell Phone Number:

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

I want to improve our town and help build sensible business opportunities for continual growth

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

US ISO Standards

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

I chaired multiple national and international standards committees for many years.

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

If Yes, please explain:

No

Resumé
Attached:

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

Flexible

Do you have transportation?

Yes

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

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

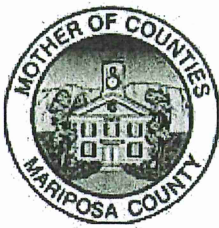
Dated:

August 15, 2024

Signature:



NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



RECEIVED

AUG 11 9 2024

BOARD OF SUPERVISORS

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

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

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

MARIPOSA ADVISORY TASK FORCE

Supervisory District in which you Reside:

Length of Residency in the County:

3 YEARS

First Name:

DAVID

Last Name:

BUDRIES

Mailing Address:

Email Address:

Are you Over 18 Years of Age:

YES 70

Employment Status: RETIRED / SELF EMPLOYED

Employer's Name:

SELF

Employer's Address:

Day Telephone Number:

Cell Phone Number:

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

IT'S IMPORTANT TO ME TO GIVE BACK TO MY COMMUNITY. MARIPOSA IS IN NEED OF MAINTENANCE & GROWTH, AND I'D LIKE TO HELP.

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

NONE IN MARIPOSA: FORMERLY CHAIRED THE COMMUNITY MANAGEMENT TEAM IN NEW HAVEN, CT. ALSO VOLUNTEERED FOR LOCAL PARK SERVICE (NH) AS STEWARD FOR EAST ROCK PARK.

MEMBER: MARIPOSA BUSINESS ASSOCIATION

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

IN NEW HAVEN, I WORKED WITH THE CITY ON VARIOUS PROJECTS INCLUDING MURALS, STREET IMPROVEMENTS, RELATIONSHIPS WITH POLICE, FIRE, UNIVERSITIES & COMMUNITY, ZONING APPROVALS AND INFORMATION DISSEMINATION OF INFORMATION.
I CURRENTLY ASSIST THE ARTS COUNCIL, THE GRUVE HOUSE, & I HAVE MY OWN BUSINESS (SOUND SITUATION)

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

If Yes, please explain: NO

Resumé
Attached:

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

VARIABLE SCHEDULE

Do you have transportation?

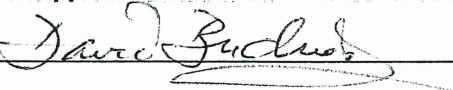
YES

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

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

Dated: 8-19-24

Signature:



NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

David Budries Condensed Résumé for Mariposa Advisory Task Force

- David Budries relocated to Mariposa, CA in August of 2021 and resides at . in Mariposa, with Gail Dreifus. He moved from New Haven, Connecticut.
- In Mariposa, he works at The Grove House, providing Sound Engineering and other Technical Services since 2021.
- He is Vice President of the community radio station, KRYZ and volunteers producing live music, story-telling and educational content from around the county.
- He is a member of the Mariposa Business Association.
- He is an administrator for the Yosemite Songwriting Retreat, This retreat is now in its 12th year, and is held here in Mariposa.
- He consults with local schools and arts organizations, including the Mariposa Arts Council regarding sound for Music on the Green.
- He is part of a musical duo called “Home Tonight” and plays music around the County.
- He also has his own business, providing professional sound services in the county and around the state.

Previous Engagements

- David was Chair of one of the 12 New Haven Community Management Teams, each team representing one of 12 policing districts. His was the largest management team in New Haven, serving the East Rock Community, from 2010-2021. This team interfaced with the city providing communication and discourse between the police and fire departments as well as the mayor’s office and all other city departments.
- He was a leading member of the Friends of East Rock Park, one of New Haven’s largest community parks and acted as a steward of the park for 10 years, assisting the NH Parks Department with planting, removal of invasives, trail maintenance, and other special projects.
- He started, designed, taught and chaired the MFA Sound Design Program for the Yale School of Drama from 1983-2021 He is currently Professor Emeritus at The School of Drama and continues to consult with the program.
- He started, designed and taught the (MA) Music Production and Technology program at the Hartt School of Music (University of Hartford) from 1979-1999. He was also Director of the Hartt Recording Studio.
- He is an Associate Artist at Ford’s Theatre, Washington, DC, where he designs a musical every year (for 19 years now). He also designs sound for the Annual Presidential Gala.
- He was one of the producers of the Sunken Garden Poetry Festival (the 2nd largest poetry festival in America) where he also produced poetry programming for National Public Radio.
- He was a member (and past president) of the Peace Train Foundation, producing free public events in the Hartford area for over 10 years.
- David has been a teacher, free-lance musician, composer, sound designer and sound engineer since 1979.

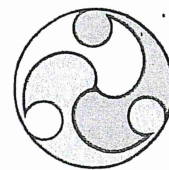
RECEIVED

AUG 19 2024

BOARD OF SUPERVISORS

As a **Professional Sound Designer** with over fifty years of experience, David created numerous designs and soundscapes for Broadway, Off-Broadway, and leading American regional theatres. His Broadway credits include sound design for the original Broadway production of *Our Country's Good*, nominated for five Tony Awards including Best Play; the Tony Award-nominated production *Souvenir*; the Drama Desk Award-nominated production *Search and Destroy*; the 1988 Broadway production of *Long Day's Journey into Night*, nominated for a Drama Desk Award for Outstanding Revival; and the 1988 production of *Ah, Wilderness!*, Tony Award nominee for Best Revival. His Off-Broadway credits include *And a Nightingale Sang*, nominated for three Drama Desk Awards; *Other People's Money*, winner of two Outer Critics Circle Awards; *The End of the Day*, winner of an Obie Award and a Drama Desk Award; *From the Mississippi Delta*, nominated for a Drama Desk Award and an Outer Critics Circle Award; Obie Award-winning play *Marisol*; *Tiny Alice*, winner of the Drama Desk Award for Outstanding Revival of a Play; and *The Glass Menagerie*, winner of the Lortel Award for Outstanding Revival. In addition to his Broadway and Off-Broadway credits, he has worked on productions for well-known regional theatres, including Hartford Stage, Dallas Theater Center, Center Stage Baltimore, Ford's Theatre W.D.C., South Coast Repertory, McCarter Theatre, ACT, Huntington Theatre Company, La Jolla Playhouse, Portland Stage, and others. David is one of the founding members of the Theatrical Sound Designers and Composers Association and was a founding member of the USA 829 Union Sound Design category.

SOUND
SITUATION



DAVID BUDRIES
OWNER AND SOUND DESIGNER

PROFESSIONAL SOUND SERVICES
REINFORCEMENT-RECORDING-CONSULTING
860-918-0881 DBUDRIES@GMAIL.COM
5250 WHITE OAK COURT, MARIPOSA, CA 95338

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

NOTICE OF VACANCIES ON THE MARIPOSA TOWN ADVISORY TASK FORCE

There are three (3) vacancies that currently exist on the Mariposa Town Advisory Task Force (MATF), one (1) vacancy for each category: Business Community, Mariposa County Museum Advisory, and At Large (HSRPC, Museum Advisory Board, Arts Council) for a one (1) year term from the date of the first scheduled meeting of the Task Force.

MEMBERSHIP REQUIREMENTS or CONSIDERATIONS include the following:

A. Eligible members shall be:

1. Members shall be employed at a place of business or serving as a volunteer worker within the geographic boundaries of the Mariposa Town Planning Area; or
2. Own a business located within the geographic boundaries of the Mariposa Town Planning Area; or
3. Reside within the geographic boundaries of the Mariposa Town Planning Area; or
4. Own real property located within the geographic boundaries of the Mariposa Town Planning Area.
5. Members shall maintain these qualifications for their entire term of appointment.

B. The Task Force is to represent a cross section of the above categories of eligibility:

1. At least three (3) members must represent the business community. (A)
2. At least one (1) member shall be appointed from the Historic Sites and Records Commission. (B)
3. At least one (1) member shall be appointed from the Mariposa County Museum Advisory Board. (C)
4. At least one (1) member shall be an employee or volunteer of the Mariposa County Arts Council. (D)
5. At least one (1) member shall reside within the geographical boundaries of the Mariposa Town Planning Area. (E)
6. At least one (1) at-large member that meets the criteria of either number 2, 3, or 4 from, Section I.C. (F)

The PURPOSE AND TASK of the MATF include the following:

The Task Force shall serve as an advisory body to the Mariposa County Board of Supervisors. Duties of the Task Force shall be to Review and evaluate the Town Plan and its policies and programs to provide recommendations for plan updates including, but not limited to:

1. Consideration and review of existing development conditions to establish current baseline development data.

Mariposa Town Advisory Task Force (MATF) **Vacancy Notice**; 10/09/24

2. Evaluate and recommend zoning and development standards changes considering alignment with the Development Code update.
3. Establish plan update task prioritization list as relates to County project advancement within the Plan area, such as the Creek Parkway, Fournier Road Bridge, Streetscape Improvement Plan, Gateway Murals and Elements.
4. Evaluation and Review of Mariposa Public Utility District (MPUD) Service Area Annexation to the Town Plan Area for Creatin of any plan update needs recommendations.
5. Consider and recommend circulation and any additional street improvement program in the Town Plan Area.
6. Provide recommendations to implement, modify, update, or eliminate programs or policies and propose new programs or polices responsive to the needs of the Town Plan Area for economic development, as well as alignment of the Town Plan for County housing objectives and the 2024 Housing Element Update.

If you are interested in serving on the committee, please submit an application for the MATF 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 10/09/24 ~ Leave posted until notified.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-496

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Steve Engfer, Planning Director
RE: Authorize the Board of Supervisors Chair to Sign a Letter Disencumbering Funds for FEMA Grant FM5293-PJ0063 Midpines Strategic Fuel Reduction Project

RECOMMENDATION AND JUSTIFICATION

Authorize the Board of Supervisors Chair to Sign a Letter Disencumbering Funds for FEMA Grant FM5293-PJ0063 Midpines Strategic Fuel Reduction Project

The County applied for a FEMA Hazard Mitigation grant in 2019 to implement a forest management plan for 320 County-owned acres in Midpines between Oak Road and Crystal Aire in Midpines. This application was re-submitted in 2021. The County received notification on July 18, 2024 that we received an award for the project (more than five years after the initial application submission). The forest management plan proposed thinning, mastication, chemical treatments, and re-planting on the property.

In the interim five-year period, between grant proposal preparation and award, several conditions changed related to this property and grant:

- (1) CAL FIRE entered into a Memorandum of Understanding in 2023 with Mariposa County to use the property for training, so that crews and new staff could learn fuels management and practice fire mitigation work. CAL FIRE has done clearance already on this County-owned property as part of this agreement; FEMA does not permit work to have already been performed in the project area;
- (2) The budget of the original grant proposal is no longer realistic. Mariposa County staff obtained preliminary cost information for treatment on the 320-acre project area. Based on this research, it was determined that the cost of fuels clearance would exhaust the full budgeted amount (\$703,159) for treatment. The grant agreement calls not just for clearance, but also follow-up chemical treatments and re-planting (i.e., we do not have funds for these additional activities); and
- (3) No portion of the \$248,634 local contribution was budgeted for this fiscal year due to the County's current budget situation and revenue and expenditure projections.

With this shifting landscape, staff recommend that these funds be disencumbered and made available for another FEMA Hazard Mitigation grant recipient. This item requests that the Board Chair sign a letter to CALOES in order to officially disencumber the funds.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Hazard Mitigation grant was brought before the Board on two occasions. After the first submittal, the item was waitlisted by CALOES.

RES-2021-123 - Approve the submittal of an application to the FEMA Hazard Mitigation Grant Program to Support the Implementation of a Forest Management Plan for 320 Acres in Midpines

RES-2019-96 - Approve the submittal of an application to the FEMA Hazard Mitigation Grant Program to Support the Implementation of a Forest Management Plan for 320 Acres in Midpines

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not authorize, the County would be required to complete the grant scope of work, which CAL FIRE, County Fire, Public Works, and Planning have deemed not feasible as proposed.

FINANCIAL IMPACT

There is a County match of \$248,634 over the three-year grant period for this project.

ATTACHMENTS

1. Disencumber Funds Letter - FEMA

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



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

November 12, 2024

Re: FEMA Award FM5293-PJ0063, Midpines Strategic Fuel Reduction Project

Dear CALOES Grant Management Team,

The County of Mariposa was notified on July 18th 2024 that we received a grant award for the Midpines Strategic Fuel Reduction Project (FM5293-PJ0063). We would like to disencumber these funds back to FEMA.

This grant was initially submitted on July 5, 2019. In the interim five-year period, several conditions have changed related to this property and grant:

- (1) CAL FIRE entered into a Memorandum of Understanding in 2023 with Mariposa County to use the property for training, so that crews and new staff could learn fuels management and practice fire mitigation work. CAL FIRE has done significant clearance already on this County-owned property as part of this agreement;
- (2) The budget of the original grant proposal is no longer realistic. Mariposa County obtained preliminary cost information for treatment on the 315-acre project area. Based on this research, it was determined that the cost of fuels clearance would exhaust the full budgeted amount (\$703,159) for treatment. The grant agreement calls not just for clearance, but also follow-up chemical treatments and re-planting (i.e., we do not have funds for these additional activities); and
- (3) No portion of the \$248,634 local contribution was budgeted for this fiscal year due to the County's current budget situation and revenue and expenditure projections.

With this shifting landscape, we would like to disencumber these funds and make them available for another Hazard Mitigation grant recipient. Please don't hesitate to contact us if you have any questions.

Miles Menetrey
County of Mariposa
Board of Supervisors Chair
mmenetrey@mariposacounty.org



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-497

MEETING: November 12, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Authorize the Public Works Director to Award an Agreement to the Lowest Responsible Bidder for the Yosemite West Leach Field Expansion and Repair Project in an Amount Not to Exceed \$437,000; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Award an Agreement to the Lowest Responsible Bidder for the Yosemite West Leach Field Expansion and Repair Project in an Amount Not to Exceed \$437,000; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Form by County Counsel)

The Public Works Department (PWD) intends to begin construction immediately and mobilize a Contractor before heavy snowfall. During winter, sprinklers cannot be used for wastewater effluent dispersal because there is no absorption, and the sprinklers freeze. A drop in the operating temperature of wastewater systems can significantly impact plant operations and effluent quality. Utilities staff wish to ensure the plant is functioning at its best. The work includes vegetation mastication, re-establishing access roads, repairing a damaged infiltrator, and constructing 222 linear feet of new infiltrator chambers.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On January 17, 2023, the Board adopted Resolution No. 2023-22 authorizing the Director of Public Works to enter into an agreement and receive a grant for the Yosemite West Leach Field Expansion and Repair Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the County risks violating its wastewater permit with the Regional Water Quality Control Board.

FINANCIAL IMPACT

Construction costs are 100% funded by the Proposition 1 Round 2 IRWM grant. There is no local match required.

ATTACHMENTS

1. Grant Agreement

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

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS
AGREEMENT NUMBER 4600015005
PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Mariposa County Department of Public Works, a Public Agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on November 23, 2022, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by March 31, 2026, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after June 30, 2026.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$437,000.
- 4) GRANTEE COST SHARE. Not applicable to this Agreement.
- 5) BASIC CONDITIONS. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 - A. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2022 IRWM Grant Program Guidelines (2022 Guidelines).
 - B. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 - i. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) All documents that satisfy the CEQA process are received by the State,

- c) The State has completed its CEQA process as a Responsible Agency, and
- d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iii. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.

- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land, easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after November 22, 2022 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
- B. Costs for preparing and filing a grant application.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment that is not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supply.
- G. Replacement of existing funding sources (e.g., bridge loans).
- H. Meals, food items, or refreshments.
- I. Payment of any punitive regulatory agency requirement, federal or state taxes.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.

- K. Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- M. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- 8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."

- v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: Financial Assistance Branch, DWR, P.O. Box 942836, Sacramento, CA 94236.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) ADVANCED PAYMENT. Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
 - A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
 - B. If the Grantee is requesting the advanced payment, the request(s) shall include:
 - i. Descriptive information of each project with an update on project status
 - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary
 - C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.

- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
- E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 - B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.

- C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
- D. Failure to deposit funds in a non-interest-bearing account.
- E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
- F. Inappropriate use of funds, as deemed by DWR.
- G. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

- 11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

- 12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other Agreement between the Grantee and the State evidencing or securing the Grantee's obligations.
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2022 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2022 Guidelines and as stated on page 25 of the 2022 IRWM Implementation Grant Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2022 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2022 Guidelines.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at

least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).
- B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
- C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for

material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, “Default Provisions.”

- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, “Project Monitoring Plan Guidance.”
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State’s Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Mariposa County Department of Public Works

Shannon Hansen
Director of Public Works
4639 Ben Hur Road
Mariposa, CA 95338
Phone: (209)966-5356
Email: shansen@mariposacounty.org

Direct all inquiries to the Project Manager:

Department of Water Resources

Monia Holleman
Environmental Scientist
P.O. Box 942836
Sacramento CA 94236
Phone: (916) 902-7527
Email: monia.holleman@water.ca.gov

Mariposa County Department of Public Works

Matt Hespenheide
County Engineer
4639 Ben Hur Road
Mariposa, CA 95338
Phone: (209) 966-5356 ext 150
Email: mhespenheide@mariposacounty.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

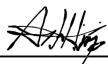
Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa
Manager, Division of Regional Assistance

Date 5/18/2023

MARIPOSA COUNTY DEPARTMENT
OF PUBLIC WORKS



Shannon Hansen
Director of Public Works

Date 5/18/2023

EXHIBIT A
WORK PLAN**PROPOSITION 1 ROUND 2 YOSEMITE MARIPOSA IRWM IMPLEMENTATION GRANT****PROJECT 1: Yosemite West Leachfield Expansion and Repair**

IMPLEMENTING AGENCY: Mariposa County Department of Public Works

PROJECT DESCRIPTION: This Project will replace perforated leachline in existing leach fields and design and construct new leach field disposal fields with 7,200 lineal feet of leachline in Yosemite West according to specifications obtained from an engineering analysis. This Project is the primary wastewater disposal facility for the community of Yosemite West Residential district comprised of 165 customers. The current and planned location of the new leach fields are less than 1,000 feet directly upgradient of the only public well providing potable drinking water to Yosemite West residential customers.

Currently, the Yosemite Wastewater Plant disposes an average of 12,812,000 million gallons of wastewater per year. This Project, constructing 7,000 lin. ft. of additional leachlines and repairing existing leachlines, will increase the annual wastewater safe disposal capacity by over 5.4 million gallons per year for a total estimated 18 million gallons per year.

Additionally, at the completion of this Project we will increase current estimated recycled groundwater recharging benefit from 39.31-acre feet to 54.64-acre feet, also a 28% increase. This will also benefit the downstream water quality to the DAC community of El Portal which is located on the Wild and Scenic Merced River, 3.3 miles below the Yosemite West Wastewater Treatment Plant disposal fields.

Budget Category (a): Project Administration**Task 1: Project Management**

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation
- Advanced Payment documentation as per Paragraph 9 (if applicable)

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and Grant Completion Report and submit to DWR no later than 90 days after project and grant completion for DWR Project Manager's comment and review. The reports shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project and Grant Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement**Task 3: Land Purchase**

Approximate area of land to be purchased is 80 acres. This acquisition is outside of the grant and required cost share but is a necessary part of the project and the land purchase proof must be submitted to DWR before construction.

Deliverables:

- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies**

Project Feasibility Studies were completed as part of the project development process. A Wastewater Treatment Plant Effluent Disposal Study for County of Mariposa Yosemite West was completed in 2013. A Wastewater Treatment Plant Disposal Facilities Evaluation for Yosemite West was completed in 2014.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project:

- Mariposa County Public Health Office Construction of New Leach field
- Mariposa County Building Department Building Permit

Deliverables:

- Permits as required

Task 7: Design

Complete preliminary design including the following supporting work: geotechnical investigation, topographic survey, and basis of design report (BOD). The BOD will provide the overall project concept for use in development of final design, plans and specifications including: preliminary earthwork calculations, preliminary design details for leach field drainage systems and controls. Complete final design, plans, and specifications.

Deliverables:

- Geotechnical Report
- Topographic Survey
- Basis of Design Report

- Updated Project Cost Estimate
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization

11(b): Site preparation will include project site delineation and surveyed locations of planned new leach lines and any repairs to existing leach lines.

11(c): Clear and grub, excavate terraces, replace pump in existing wet well, reconstruct manifold system, trench & install pressure dosing lines w/ control and flushing valves, trench and install PVC leach field pipe and rock, valve boxes, electrical power, SWPPP, and erosion control.

11(d): Onsite restoration and mitigation. Specific restoration activities will be determined once permitting activities are completed.

11(e): Testing for proper operation of new construction, finalizing and submitting as-constructed construction drawings, submission, and approval of any equipment operational manuals.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B**BUDGET****PROPOSITION 1 ROUND 2 YOSEMITE MARIPOSA IRWM IMPLEMENTATION GRANT****AGREEMENT BUDGET SUMMARY**

Minimum Required Cost Share for Agreement: \$0

	PROJECTS	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Calculated Required Cost Share
1	Project 1: Yosemite West Leachfield Expansion and Repair	\$437,000	\$0	\$167,000	\$604,000	\$0
	GRAND TOTAL	\$437,000	\$0	\$167,000	\$604,000	

PROJECT 1: Yosemite West Leachfield Expansion and Repair

Implementing Agency: Mariposa County Department of Public Works

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$10,000	\$0	\$0	\$10,000
(b)	Land Purchase / Easement	\$0	\$0	\$130,000	\$130,000
(c)	Planning / Design / Engineering / Environmental Documentation	\$50,000	\$0	\$0	\$50,000
(d)	Construction / Implementation	\$377,000	\$0	\$37,000	\$414,000
	TOTAL COSTS	\$437,000	\$0	\$167,000	\$604,000

* The project received a 100% cost share waiver.

**The Mariposa County Trust Account will provide \$130,000 as Other Cost Share Funding for this project. The American Rescue Plan Act will be providing \$37,000 as Other Cost Share Funding for this project.

EXHIBIT C
SCHEDULE
PROPOSITION 1 ROUND 2 YOSEMITE MARIPOSA IRWM IMPLEMENTATION GRANT

PROJECT 1: Yosemite West Leach Field Expansion and Repair

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	01/01/2023	03/31/2026
b	Land Purchase / Easement	01/01/2023	6/30/2023
c	Planning / Design / Engineering / Environmental Documentation	07/01/2023	12/31/2024
d	Construction / Implementation	01/01/2025	12/31/2025

EXHIBIT D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. Code, § 79708, subd. (b)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers'

compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this

Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

RESOLUTION NO. 2023-22

RESOLUTION ADOPTING AN AUTHORIZED REPRESENTATIVE TO EXECUTE AN
AGREEMENT WITH THE STATE OF CALIFORNIA FOR A ROUND 2 IRWM
IMPLEMENTATION GRANT

Resolved by the Board of Supervisors of the County of Mariposa, the proposal be made to the California Department of Water Resources to obtain a Round 2 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code § 79700 et seq.), and to enter into an agreement to receive a grant for the Yosemite West Leach Field Expansion and Repair Project. The Director of Public Works, or designee, is hereby authorized and directed to prepare and sign the necessary data, conduct investigations, file such proposals, and execute a grant agreement or any amendments thereto with California Department of Water Resources.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County, State of California this 17th day of January, 2023, by the following vote:

AYES: SMALLCOMBE, POE, TOSO, FORSYTHE, MENETREY
NOES: NONE
ABSTAINED: NONE
EXCUSED: NONE


Miles Menetrey, Chair
Mariposa County Board of Supervisors

Attest:


Danielle Bondshu
Clerk of the Board of Supervisors

Approved as to Form:


Steven W. Dahlem
County Counsel

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2022 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2024 through December 2024)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Cost Share Guidelines

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost if in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to project work plan)
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market, etc.). Justification of rate. (See item #2, below)
 - e. Person's name and the function of the contributing person
 - f. Number of hours contributed
 - g. If multiple sources exist, these should be summarized on a table with summed charges
 - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at fair market value for this service, not the rate for professional legal services. In those instances, in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
3. Cost share contribution (including in-kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.
4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditures. These costs should be tracked separately in the Grantee's accounting system.

EXHIBIT I**LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS**

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Yosemite West Leachfield Expansion and Repair

Sponsor Agency: Mariposa County Department of Public Works

Agency Address: 4639 Ben Hur Road

Project Location: Yosemite West, CA 95338, California 37°39'17.54"N 119° 43'24.18"W

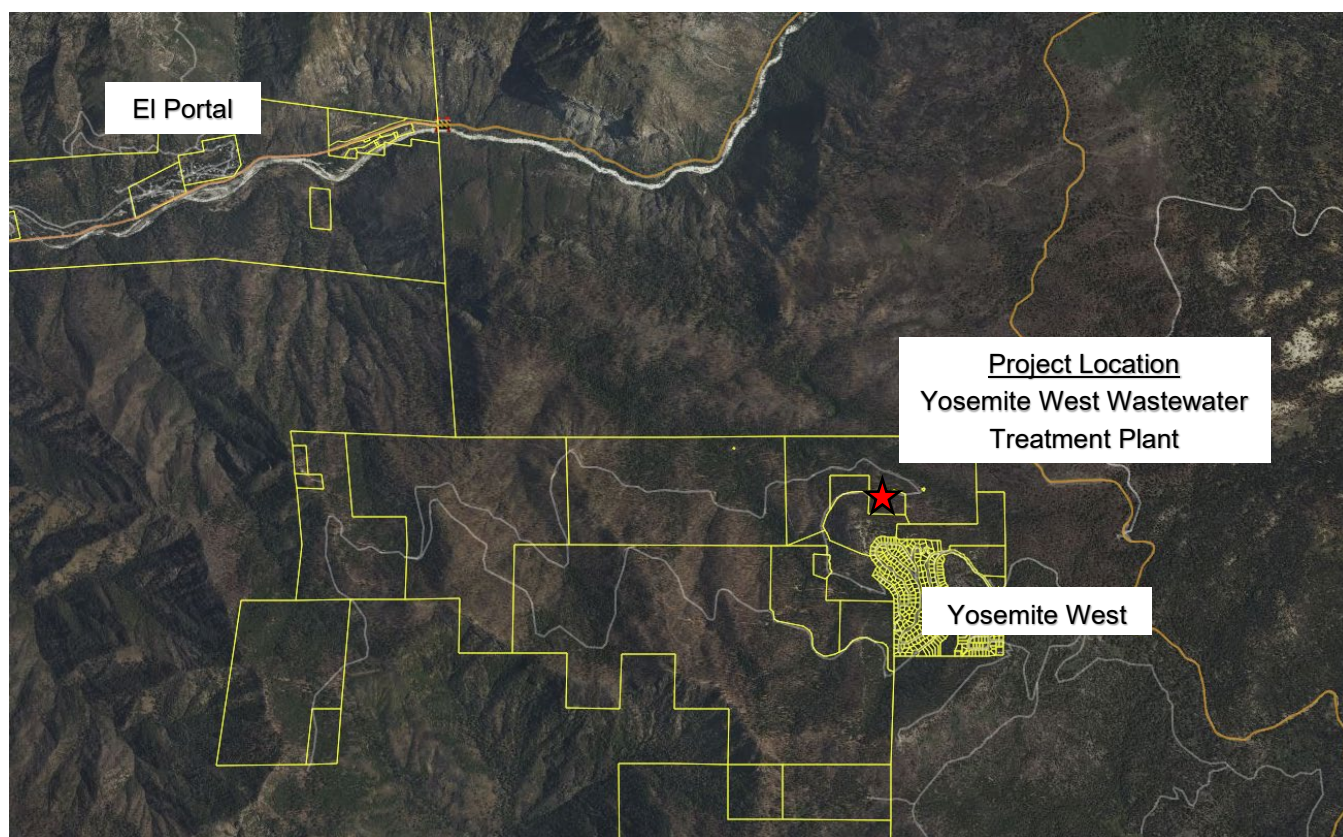


EXHIBIT J**APPRAISAL SPECIFICATIONS**

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and

encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

- c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
- 27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
 - 28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
 - 29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
 - 30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
 - 31. Implied dedication statement.
 - 32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
 - 33. Discussion of any departures taken in the development of the appraisal.
 - 34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
 - 35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
 - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K**INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

EXHIBIT M**INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES**

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-498

MEETING: November 12, 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 December 7, 2024, Coulterville Community Club Christmas in Coulterville Parade

RECOMMENDATION AND JUSTIFICATION

Authorize Public Works Director to Waive the Encroachment Permit Fee of \$206 for the December 7, 2024, Coulterville Community Club Christmas in Coulterville Parade.

The parade will begin at 4:30 PM and end at 5:00 PM. The parade will start at Cemetery Road and continue to Main Street. The Coulterville Community Club will arrange with SCOPE and the Sheriff's office to assist with the detour.

This event will be Insured through the Mariposa County Chamber of Commerce.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This event is well attended by the local residents.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fee could cause a hardship on the sponsor of the event.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Encroachment Permit
2. Letter to BOS
3. aChamber of Commerce General Liability
4. Map of parade

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
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 10/29/24 Building Permit #: _____

APPLICANT: Coutlerville Community Club - Shirley Husted, President

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) SEE ATTACHED MAP 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 ☒ SPECIAL EVENT (EXPLAIN BELOW)
☐ ROAD CROSSING DATE OF EVENT 12/7/24
(WATER PIPE, CULVERT, ETC. EXPLAIN BELOW) ☒ OTHER (EXPLAIN BELOW)

Cemetery Rd @ Main St (Greeley Hill Rd) - down Main St. - to end at Hwy 49

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

See attached

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.

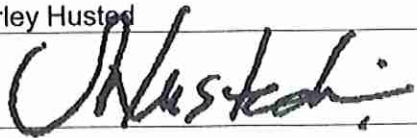
PERMIT NO.: _____

OWNERS NAME: _____

DATE ISSUED: _____

PRINTED NAME OF APPLICANT: Shirley Husted

PHONE NUMBER: 209-304-1491

SIGNATURE OF APPLICANT: 

MAILING ADDRESS: 3158 Grillo Drive

Coutlerville, CA 95311

THE COULTERVILLE COMMUNITY CLUB

P.O. Box 92, Coulterville, CA 95311
EIN# 77-0178850



October 29, 2024

To: Mariposa County Board of Supervisors

From: Shirley Husted, Coulterville Community Club President

The Coulterville Community Club is planning a "Christmas in Coulterville" parade on December 7, 2024 at 4:30 pm ending at 5:00 pm.

The parade will begin at Cemetery Rd, continue to Main St, then west on Main St., ending at Hwy 49 intersection. To address safety concerns for children and parade watchers, we have submitted a permit requesting a road closure, along with a detour plan. Arrangements will be made with SCOPE and the Sheriff's office to assist with the detour.

This event is being planned for the local children and families of our small community at no charge to anyone. All event organizers are volunteers. Therefore, we are respectfully asking the Board of Supervisors to waive the \$206.00 permit fee and provide County Insurance Coverage, if possible.

Thank you. Your consideration will be greatly appreciated.

Please contact Shirley Husted, CCC President & Events Chairman, if you have any questions at 209-304-1491; goldenstatemod@yahoo.com

Sincerely,

Shirley Husted

A handwritten signature in black ink, appearing to read 'Shirley Husted', is written over the printed name.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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:		FAX (A/C, No):	
	PHONE (A/C, No, Ext):			
INSURED	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A :			
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	☐ POLICY ☐ PRO-JECT ☐ LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	☐ EXCESS LIAB						AGGREGATE	\$
	☐ DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

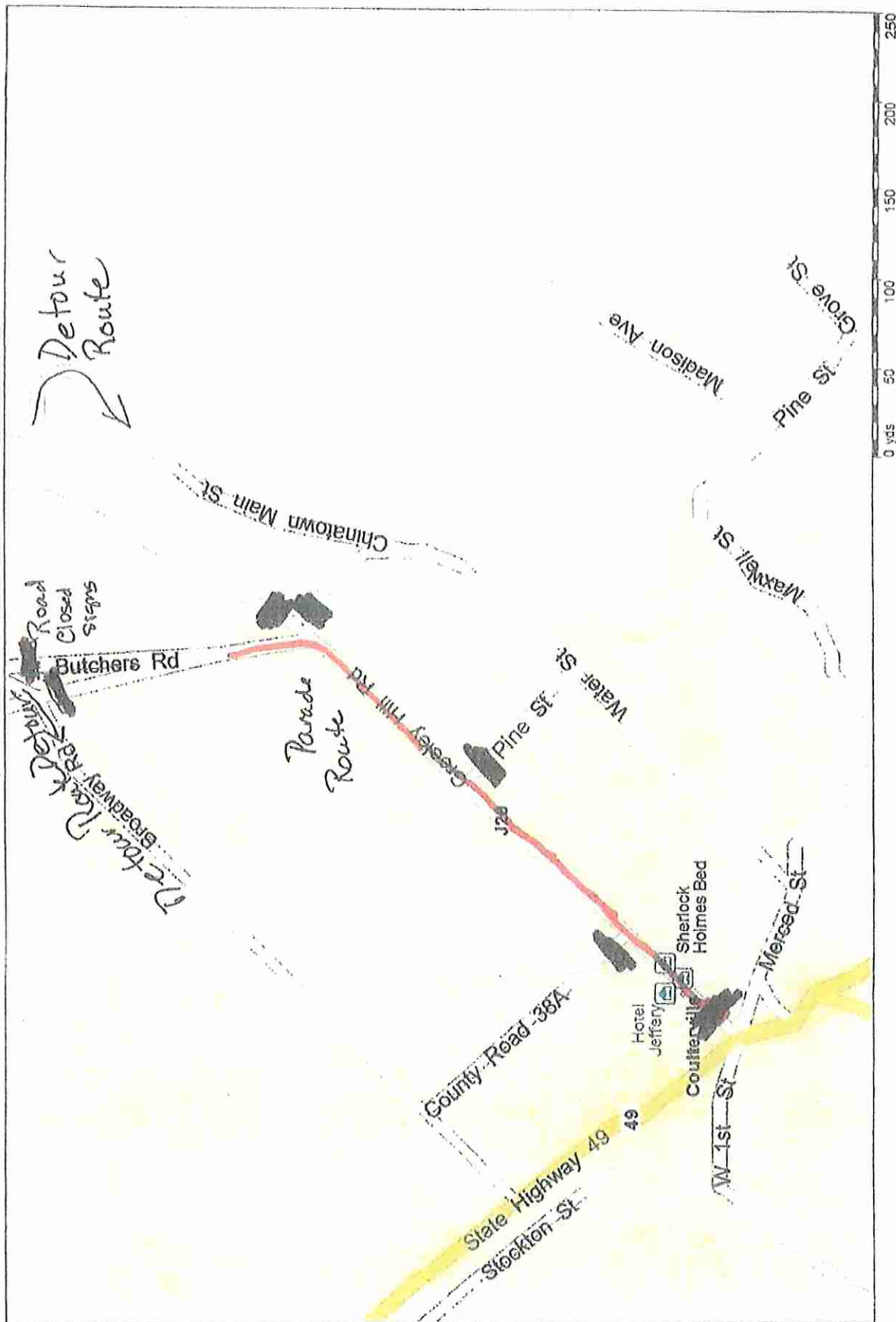
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Cenete Ry

California, United States, North America





MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-499

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Authorize the Public Works Director to Waive the Encroachment Fee of \$206 for the Annual Merry Mountain Christmas Parade and Christmas Tree Lighting on December 14, 2024

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Fee of \$206 for the Annual Merry Mountain Christmas Parade & Christmas Tree Lighting on December 14, 2024.

The parade will begin at 5:00 PM and proceed down Highway 140 through downtown Mariposa. At 6:00 PM, the Tree Lighting event will begin by closing 9th Street for a bonfire, Santa's Village, and refreshments provided by the Rotary and Lions Clubs.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is an annual event which is well attended by the public.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fees could be a hardship on the sponsors.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Lions Encroachment Permit
2. Tree Lighting Map
3. COI-Lions Club
4. Special Event Detour Maps 2024
5. County Encroachment Application-MerryMtn 2024
6. Christmas Parade Letter to BOS
7. aChamber of Commerce General Liability
8. CHP Letter
9. Christmas Parade-assemblage permit 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



COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 10/17/24 Building Permit #: _____

APPLICANT: Mariposa Lions Club

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Courthouse Lawn 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 ☒ SPECIAL EVENT (EXPLAIN BELOW)
☐ ROAD CROSSING DATE OF EVENT 12/14/24
(WATER PIPE, CULVERT, ETC. EXPLAIN BELOW) ☐ OTHER (EXPLAIN BELOW)
Christmas Tree Lighting, bon fire, santa's villiage
2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.
see attached map-9th street closure
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: Mariposa Lions Club

DATE ISSUED: _____

PRINTED NAME OF APPLICANT: Jean Dordan

PHONE NUMBER: _____

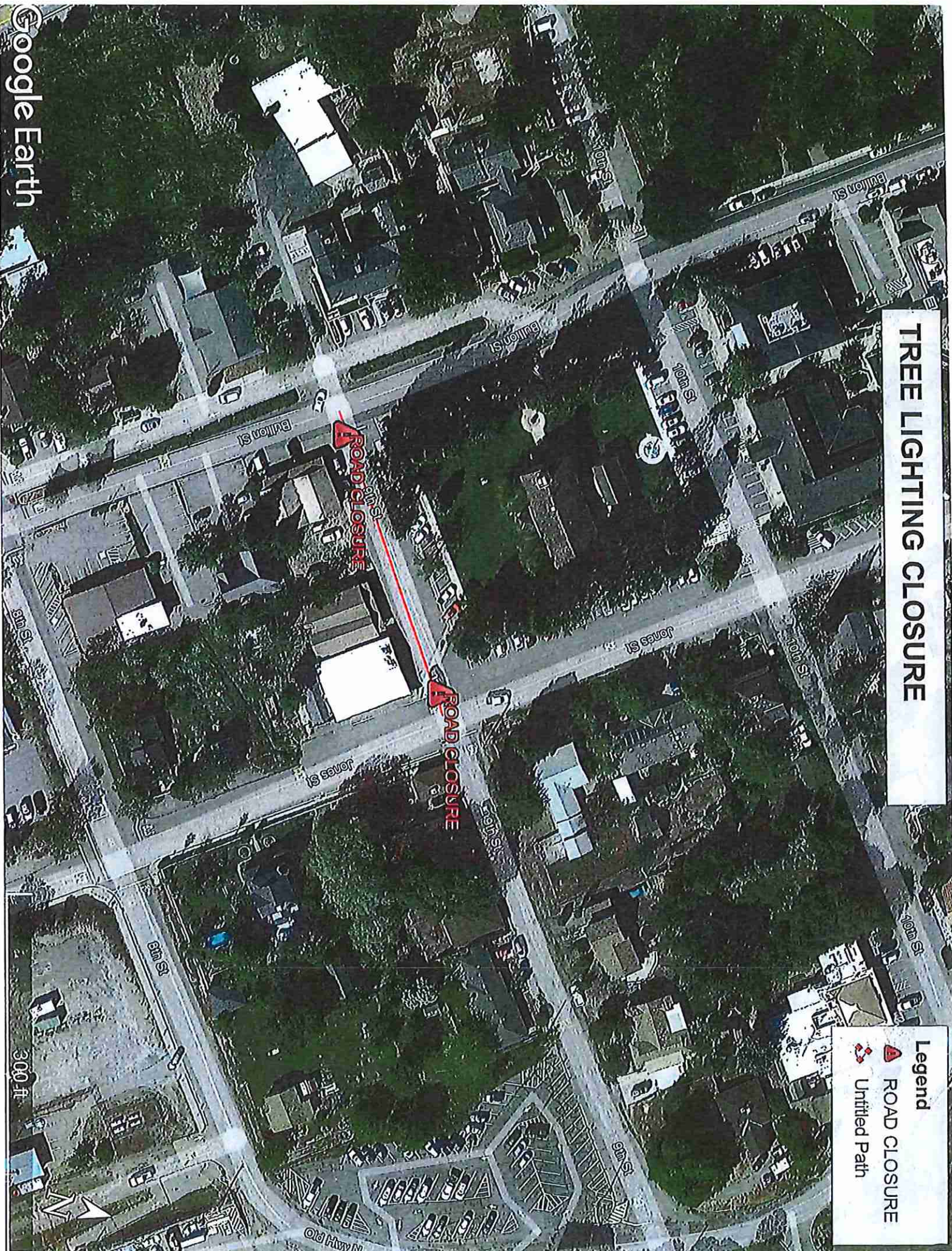
SIGNATURE OF APPLICANT: 

MAILING ADDRESS: P.O. Box 801

Mariposa, CA 965338

TREE LIGHTING CLOSURE

- Legend**
-  ROAD CLOSURE
 -  Untitled Path





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2024

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 DSP Insurance Services, Inc. 1900 E. Golf Rd., Ste. 225 Schaumburg, IL 60173	CONTACT NAME: Bryan Adams		
	PHONE (A/C, No, Ext): 1-800-316-6705	FAX (A/C, No): 847-934-6186	
	E-MAIL ADDRESS: lionsclubs@dspins.com		
INSURED LIONS CLUB OF MARIPOSA MARIPOSA California	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			HDOG48914445	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ISAH10835549	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						OCCUR CLAIMS-MADE \$ \$ \$
	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				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above:
10/31/2024

TRUNK OR TREAT

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

MARIPOSA COUNTY PUBLIC WORKS

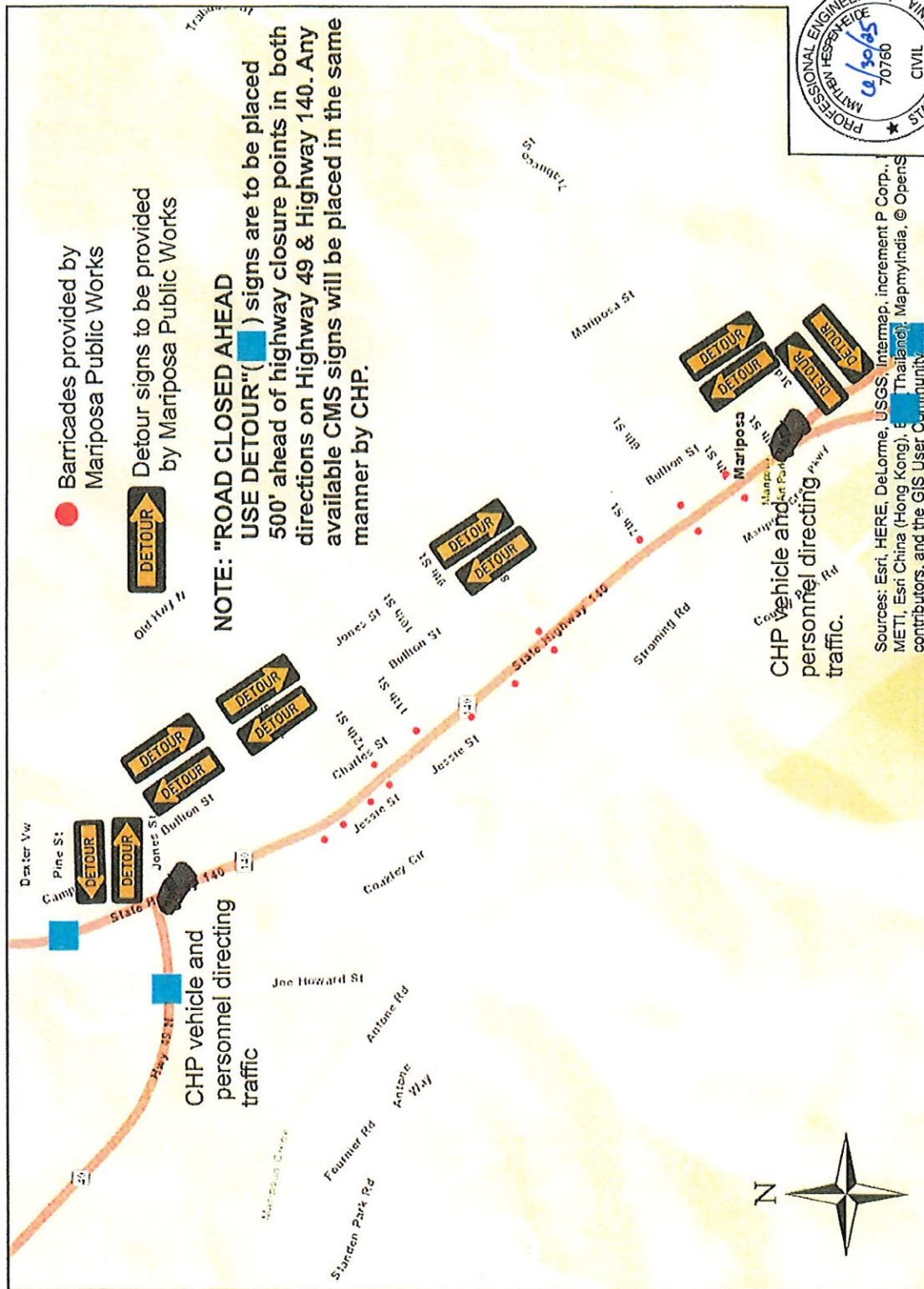
PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

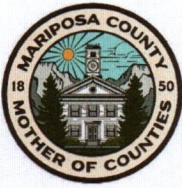
CERTIFICATE HOLDER **CANCELLATION**

MARIPOSA COUNTY PUBLIC WORKS
4639 BEN HUR RD.
MARIPOSA California 95338

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 10/23/2024

Building Permit #: _____

APPLICANT: Mariposa County Chamber of Commerce

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Hwy 140, town of Mariposa & 9th St 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 ☐ SPECIAL EVENT (EXPLAIN BELOW)
☐ ROAD CROSSING DATE OF EVENT _____
(WATER PIPE, CULVERT, ETC. EXPLAIN BELOW) ☒ OTHER (EXPLAIN BELOW)

Merry Mountain Christmas Parade, Tree Lighting: Hwy 140 town of Mariposa, and 9th Street

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

See attached maps..

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: N/A

5. ADDRESS OF PARCEL: State of CA right of way, local road

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

OWNERS NAME: Mariposa County Chamber of Commerce

DATE ISSUED: _____

PRINTED NAME OF APPLICANT: Jacob Hawley

PHONE NUMBER: _____

SIGNATURE OF APPLICANT: _____

MAILING ADDRESS: PO Box 425, Mariposa, Ca 95338



5158 Hwy 140 | P.O. Box 425 Mariposa, CA 95338 | 209.966.2456 | www.mariposachamber.org

October 23, 2024

Mariposa County Board of Supervisors
PO Box 784
Mariposa, Ca 95338

Subject: Merry Mountain Christmas Parade & Tree Lighting Request for Fee Waiver

The Mariposa County Chamber of Commerce (MCCC) requests that the Mariposa County Board of Supervisors (BOS) grant permission for the MCCC to host the 42nd Annual Merry Mountain Christmas Parade. MCCC also requests that the BOS waive fees involved with permits. This is a family oriented event that the Mariposa community greatly anticipates. This event unifies the community with an opportunity to gather and celebrate the holiday season.

The schedule for the Merry Mountain Christmas Parade, Tree Lighting & Santa's Village is as follows:

- Saturday, December 14, 2024 | 3:00pm: Parade participants stage at Coakley Circle.
- Saturday, December 14, 2024 | 5:00pm: Parade begins and participants make their way South on Main Street Mariposa for judging. **Please reference the attached map for parade route.*
- Saturday, December 14, 2024 | 6:00pm Christmas Tree Lighting at the Courthouse hosted by Mariposa Lions Club and Santa's Village hosted by Mariposa Yosemite Rotary Club.
 - Mr. and Mrs. Clause will be at Santa's Village for children to take photos and give their Christmas wishes to.
 - The Lions Club will provide refreshments, snacks, hot dogs, and a bonfire on 9th Street. Please review the second attached map with the street closure for the street closure for the bonfire.

Please review the attached permits and applications for Public Works/Cal Trans and other appropriate agencies to utilize should BOS grant permission. We appreciate your support and collaboration for this event.

Sincerely,

Kari Kisela

Mariposa County Chamber of Commerce
Event Coordination



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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:		FAX (A/C, No):	
	PHONE (A/C, No, Ext):			
INSURED	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A :			
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ Y / N ☐ N / A						E.L. EACH ACCIDENT \$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Mariposa CHP Area
5264 Highway 49 North
Mariposa, CA 95338
(209)966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



October 28, 2024

File No.:455.15326.A16737.Christmas Parade & Tree Lighting

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa office of the California Highway Patrol has received and reviewed an application for the Christmas Parade & Tree Lighting. This event is scheduled for December 14, 2024. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees to prevent any vehicles from parking or interfering with traffic on SR 140 or SR 49. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 356-2900.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining the Cal Trans encroachment permit please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact Sergeant Steven Lewis at (209) 966-3656.

Sincerely,


FOR LT. PEIRSOL

G. PEIRSOL II, Lieutenant
Commander
Mariposa Area



Application for Public Assemblage Permit

Pursuant to Mariposa County

Code Chapter 8.28

To: Mariposa County Sheriff's Department

Application Date: 10-23-24

Scheduled Date of Event: 12-14-24 Time: 5:00 pm

Exact Location of Each Activity: Coakley Circle: Parade staging; Hwy 140

through town of Mariposa: parade; 9th St: tree lighting
and Santa's Village

Number Of People Attending, (Reasonable Estimate): 500-1,000

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.)

Merry Mountain Christmas Parade, tree lighting &
Santa's Village w/ bon fire.

Will Food, Beverages, Or Alcoholic Beverages be sold, Provided or Consumed? yes

If Yes, Please Give Details. hot dogs, hot chocolate, popcorn

Please List Mode, Extent, And Nature of Advertising: social media, Flyers,
word of mouth, newspaper...

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. Jacob Hawley 209-552-9124

*2. Kari Kisela 209-347-2877

3. _____

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 County Fire

Sanitation Facilities: Public

Police Protection: Mariposa County Sheriff

Zoning & Land Use: Encroachment Permit

Parking & Traffic Control: CHP, Public Works, Volunteers

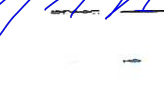
Emergency Medical Services: JCF Hospital, Mercy Ambulance

Insurance/Bond: Mariposa County Chamber of Commerce

ABC License number (if applicable): N/A

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		✓			10-23-24
Health Dept.		✓	see attached		10/25/24
Hospital		✓			10/25/2024
Planning		✓			10/24/24
CHP		✓			10/27/2024
Sheriff		✓			10.30.24
Other:					

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: Mariposa Chamber of Commerce

Address: 5158 Hwy 140

Phone Number: 209-966-2456

Kari@mariposachamber.org

Health Department Conditions for Assemblage Permits

- 1) Applicant shall submit a plan to the Health Officer for providing First Aid and Emergency Medical Services at least 30 days prior to the event if applicant plans to provide these.
- 2) Any and all food must be provided by an approved/permitted vendor. Have all food vendors obtain a permit from the Health Department at least 10 days prior to the event.
- 3) If there are no permanent restroom facilities within 200 feet of the food vendors there must be at least 2 portable toilets equipped with hand washing stations located within 200 feet of all food vendors.
- 4) There must be adequate toilet facilities for all participants and visitors. 1 toilet per 50 people minimum. This may require the use of portable toilets.
- 5) The applicant shall provide an adequate number of solid waste and recycling bins so as to prevent littering. Solid waste and recycling bins shall be placed throughout the property including the parking areas. All solid waste shall be removed from the site within 1 week and properly disposed of at the county landfill.
- 6) All potable water shall be from a Health Department approved source. This may require the use of bottled water or source testing.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Jeremy Brieese, Sheriff
RE: Approve an Agreement with AECOM in the Amount of \$49,950 for the Mariposa County Local Hazard Mitigation Plan Update 2025; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with AECOM in the Amount of \$49,950 for the Mariposa County Local Hazard Mitigation Plan Update 2025; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County's Local Hazard Mitigation Plan (LHMP) lays the framework for future mitigation planning and actions to benefit Mariposa County and its communities. The review, update and future adoption of the LHMP creates eligibility for Mariposa County to receive State and Federal grant assistance funding including; FEMA's Hazard Mitigation Grant Program and all disaster recovery funds under federal assistance grants.

AECOM assisted Mariposa County with the preparation and successful submission of Mariposa County's 2020 LHMP update to CalOES and FEMA, meeting the requirements of the Federal Disaster Mitigation Act of 2000 (DMA 2000). The DMA 2000 mandates that a LHMP be reviewed and updated every five years. Mariposa County's current LHMP expires June 2025.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not reviewing and updating the current LHMP would cause the current LHMP to expire in June 2025, thus making Mariposa County ineligible for current and future grants, disaster mitigation and recovery funding.

FINANCIAL IMPACT

Mariposa County was awarded funding through FEMA's Hazard Mitigation Grant to cover 75% of the Local Hazard Mitigation Plan update. Mariposa County's cost share of the update would be \$12,487.50.

ATTACHMENTS

None



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-500

MEETING: November 12, 2024

TO: The Board of Supervisors

FROM: Jeremy Brieese, Sheriff

RE: Adopt a Resolution Allowing the Sheriff to Apply for and Enter into an Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways to Participate in the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2025-2026; Authorize the Sheriff to Sign the Application; Authorize the Sheriff to Sign the Department's Form for Each Reimbursement Claim; and Authorize the Sheriff to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Allowing the Sheriff to Apply for and Enter into an Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways to Participate in the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2025-2026; Authorize the Sheriff to Sign the Application; Authorize the Sheriff to Sign the Department's Form for Each Reimbursement Claim; and Authorize the Sheriff to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

The Department of Boating and Waterways is obligated under Harbor and Navigation Code 663.7 (a) to provide financial aid for Boating Safety and Enforcement Programs to each county in the State of California. The proposed contract amount for the fiscal year 2025-2026 is \$319,519.56.

The Mariposa County Sheriff's Office is responsible for boating safety and enforcement on the Merced River, Lake McClure and Lake McSwain. The Mariposa County Sheriff's Office currently has two full-time Sheriff Deputies assigned to the Boating Safety and Enforcement Program. The funding received pays for the personnel costs for the assigned Sheriff Deputies and a portion of the operational costs. The Sheriff Deputies are charged with providing boating safety and enforcement to the population that visit Lake McClure, Lake McSwain, and the Merced River.

Harbors and Navigation Code 663.7(e) The department shall not allocate funds to any county or a public agency within a county unless the department receives a resolution adopted annually by the board of supervisors authorizing the county to participate in the program and certifying that the county will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels. The money allocated to a county pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in that county.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County has been participating in the financial aid program since 1987.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this resolution would result in Mariposa County incurring 100% of the cost to provide boating safety and enforcement or reducing services in boating safety and enforcement.

FINANCIAL IMPACT

None, these funds have be included in the requested budget for FY25

ATTACHMENTS

1. **FY 26 Boating Funds Application**
2. **FY 25-26 Boating Board Resoultion**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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



Application for Financial Aid -- 801

Fiscal Year 2025-2026

Agency Mariposa County SheriffCounty MariposaAddress P.O. Box 276, Mariposa, CA, 95338**General Description of Boating Safety and Enforcement Programs:**

(Give a comprehensive description of all programs in the County. If more space is needed, please attach a separate sheet).

Waterways to be Patrolled					Estimated Density by Quarter ^{a/}			
Lakes, Open Ocean	Area in Square Miles	Primary Usage ^{b/}	Type(s) of Patrols ^{c/}	FT or PT ^{d/}	1st	2nd	3rd	4th
1. Lake McClure	11.5	B	On-Water	FT	2900	1150	1050	2900
2. Lake McSwain	1.75	A	On-Water	FT	550	230	200	600
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
Rivers	Length in Miles	Primary Usage ^{b/}	Type(s) of Patrols ^{c/}	FT or PT ^{d/}	1st	2nd	3rd	4th
1. Merced River	62	B	On-Water	FT	200	50	50	200
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

a/ Enter the highest number of boats on the waterway at any one time on any one day in each quarter, excluding holidays and holiday weekends.

b/ A = Fishing; B = Combined recreational boating activities (fishing, water skiing, pleasure boating, etc.)

c/ On-water, foot, truck/vehicle, and/or air



d/ FT = Full-time; PT = Part-time. If less than full-time, specify patrol schedule on a separate sheet.



Boating Safety and Enforcement Aid Program
Proposed Program Costs -- 801.1
Fiscal Year 2025-2026

Agency Mariposa County SheriffAddress P.O. Box 276, Mariposa, CA, 95338County Mariposa

Proposed Program Costs

1. Personnel (Form 801.2)	\$283,695.56
2. Operations, Maintenance and Equipment (Form 801.3) ^{a/}	\$48,400.00
3. Total direct BS&E proposed program cost (2+3)	\$332,095.56
4. Administrative costs ^{b/}	\$13,500.00
5. Total BS&E proposed program costs (3+4)	\$345,595.56
6. Less: Boat Taxes (Form 801.4)	\$26,076.00
7. Total Net Proposed Program Cost (5-6)	\$319,519.56

a/ New applicant agencies should use 30% of personnel costs to estimate operations, maintenance and equipment costs in lieu of form 801.3.

b/ Administrative costs cannot exceed five percent of direct BS&E proposed program cost (line 3).

County Authorized Representative:

SIGNATURE

DATE

TYPED NAME

TELEPHONE



Boating Safety and Enforcement Aid Program
Proposed Personnel Costs -- 801.2
Fiscal Year 2025-2026

Agency Mariposa County Sheriff's OfficeCounty Mariposa

Proposed Personnel Costs

Employee Compensation

	Title	Grade	No. Hours or Months	Pay per Hour or Month	Total Compensation
1.	Deputy Sheriff	501-Step 5	2,080.00	\$44.67	\$92,905.28
2.	Deputy Sheriff	501-Step 5	2,080.00	\$44.67	\$92,905.28
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.	Total		4,160.00		\$185,810.56

22. Average Customary Fringe Benefit Percent 52.68000000%

23. Total Proposed Personnel Costs \$283,695.56





Boating Safety and Enforcement Aid Program

Proposed Operations, Maintenance and Equipment Costs -- 801.3

Fiscal Year 2025-2026

Agency	<u>Mariposa Co. Sheriff</u>	County	<u>Mariposa</u>	
<i>Patrol Vessels:</i>	Fuel <u>\$12,000.00</u> + Repair <u>\$5,000.00</u> + Storage _____	= \$	<u>17,000.00</u>	
<i>Vehicles:</i>	Miles <u>20,000</u>	Mileage Allowance <u>0.670</u> =	<u>13,400.00</u>	

LIST OTHER O&M AND EQUIPMENT

1. River/Lake Rescue Equipment	\$	<u>2,500.00</u>
2. Training	\$	<u>4,000.00</u>
3. Clothing/Foul Weather Gear	\$	<u>500.00</u>
4. Misc. Expense	\$	<u>2,000.00</u>
5. Communications	\$	<u>1,000.00</u>
6. Utilities	\$	<u>3,000.00</u>
7. Maintenance of Building/Heating, Electrical, Locks, etc	\$	<u>1,000.00</u>
8. Private Vehicle Use: Training Symposium	\$	<u>1,000.00</u>
9. First Aid Supplies	\$	<u>500.00</u>
10. Equipment	\$	<u>1,000.00</u>
11. Office Supplies	\$	<u>500.00</u>
12. Small Tools	\$	<u>500.00</u>
13. Hull Insurance	\$	<u>500.00</u>
14.	\$	_____
15.	\$	_____
16.	\$	_____
17.	\$	_____
18.	\$	_____
19.	\$	_____
20.	\$	_____
21.	\$	_____
22.	\$	_____
23.	\$	_____
24.	\$	_____
25.	\$	_____
Total		\$ <u>48,400.00</u>

**Fiscal Year** 2025-2026**Agency** Mariposa County Sheriff's Office**County** Mariposa

Total estimated costs are offset by the estimated prior year vessel taxes received by the county to determine the maximum amount of financial aid you are eligible for. Vessel taxes received by the county represent 100% of the amount received by the county from the share of personal property taxes on vessels allocated to the County General Fund for boating safety and enforcement activities. Report on line 1 the estimated amount of prior year vessel taxes you anticipate you will receive.

1. Estimated boat tax revenues from prior fiscal year**\$** 26,076.00**C e r t i f i c a t i o n**

I attest that I am a duly authorized representative of the auditor's office of

Mariposa county/city;

and that this calculation results in the best estimate of boat tax revenues
for the fiscal year noted.


SIGNATURE

Luis Mercado, Auditor
TYPED NAME AND TITLE

September 30, 2024
DATE

209-966-7606
TELEPHONE

**MARIPOSA COUNTY RESOLUTION NUMBER 2024-
A RESOLUTION AUTHORIZING MARIPOSA COUNTY SHERIFF'S OFFICE TO
APPLY FOR AND ENTER INTO AN AGREEMENT WITH THE BOATING SAFETY AND
ENFORCEMENT FINANCIAL AID PROGRAM FROM THE STATE OF CALIFORNIA,
DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND
WATERWAYS- FY25/26**

WHEREAS, funding from the Boating Safety and Enforcement Financial Aid Program helps support the provision of necessary law enforcement services on the waterways of Mariposa County; and

WHEREAS, Harbors and Navigation Code Section 663.7(e) and California Code of Regulations Section 6593.4 together require that certain assurances be provided as a condition of receiving such financial aid; and

NOW, THEREFORE BE IT RESOLVED, the Mariposa County Sheriff, or his designee, is hereby authorized and directed on behalf of the County of Mariposa, a political subdivision of the State of California, to submit an application to the California Department of Parks and Recreation, Division of Boating and Waterways for the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2025-2026 for funding in the amount of \$319,519.56, and to have signature authority on the application and other program application related documents, and to do and perform everything necessary for the purpose of the Resolution; and

BE IT FURTHER RESOLVED, that the Mariposa County Board of Supervisors County is authorized to participate in the Fiscal Year 2025- 2026 Boating Safety and Enforcement Financial Aid Program, that the County shall expend for boating safety programs during the year not less than an amount equal to 100% of the amount received by the County from personal property taxes on vessels, and that the County Auditor is authorized to certify the amount of prior year vessel taxes received by the County.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County on this 5th day of November 2024, by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

MILES MENETREY, Chair
Mariposa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM

Danielle Bondshu, Clerk of the Board

Steven Dahlem, County Counsel



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Danielle Bondshu, Clerk of the Board
RE: Receive a Presentation from the Mariposa County Office of Education on the Williams Report (Mariposa County Unified School District (MCUSD))

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation from the Mariposa County Office of Education on the Williams Report (Mariposa County Unified School District (MCUSD))

BACKGROUND AND HISTORY OF BOARD ACTIONS

California *Education Code* Section 1240 requires that the County Superintendent of Schools identify a list of schools, for which the county superintendent, or designee, shall inspect annually, and shall submit an annual report, at a regularly scheduled November board meeting, that describes the state of the schools in the county.

Merced County of Education (MCOE) is the designee for Mariposa County Unified School District (MCUSD) and has conducted the required site inspections in the following areas:

- Determine if students have “sufficient” standards-aligned instructional materials in four core subject areas (English language Arts, Mathematics, History/Social Science, and Science)
- Secondly, determine if there are any facility conditions that “pose an emergency or urgent threat to the health or safety of pupils or staff,” and
- Lastly, determine if the school(s) have provided accurate data on the annual school accountability report cards.

Attached is the MCOE 2024 annual report for MCUSD, finding no discrepancies in the above mentioned areas.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not hear the presentation and miss the opportunity to hear from the County Superintendent of Schools.

FINANCIAL IMPACT

None.

ATTACHMENTS

- 1. Board_Agenda_-_Williams_Report_-_November_12,_2024**
- 2. Williams_Rpt_-_November_2024**
- 3. Blue_and_Yellow_Professional_Startup_Pitch_Deck_Presentation**

Mariposa County Office of Education
Mariposa County Unified School District
BOARD MEETING AGENDA ITEM

Governing Board: County Board of Supervisors
Meeting Date: November 12, 2024
Submitted By: Lydia Lower, Assistant Superintendent of Educational Services
Site/Department: Educational Services
Title of Item: Annual Report and Review - 2024 Williams Site Visits
Agenda Section: Informational

Items 1 through 4 to be completed by the person submitting the agenda item – all sections must be completed.

1. Background/History/Explanation of Agenda Item:

California *Education Code* Section 1240 requires that the County Superintendent of Schools identify a list of schools, for which the county superintendent, or designee, shall inspect annually, and shall submit an annual report, at a regularly scheduled November board meeting, that describes the state of the schools in the county.

Merced County of Education, (MCOE) is the designee for Mariposa County Unified School District (MCUSD) and has conducted the required site inspections in the following areas:

- Determine if students have “sufficient” standards-aligned instructional materials in four core subject areas (english Language Arts, Mathematics, History/Social Science and Science)
- Secondly, determine if there are any facility conditions that “pose an emergency or urgent threat to the health or safety of pupils or staff,” and
- Lastly, determine if the school(s) have provided accurate data on the annual school accountability report cards.

Attached is the MCOE 2024 annual report for MCUSD, finding no discrepancies in these areas mentioned above.

Additional information attached: ☒ Yes ☐ No

2. Effects of Disapproval of Agenda Item:

None.

3. Action Requested of Board:

None. Informational Only

4. Fiscal Impact:

Note that agenda items with anticipated costs must be submitted to the Business Director by the first of the month in which the item will appear on the agenda.

☒ Item does not require approval; no fiscal impact

District Office Use Only

Superintendent: _____ Director, Education Svcs: _____ Director, HR/ Student Svcs _____

CBO: _____ Director, Special Education: _____ Coordinator, MOTFW: _____

Board Disposition: Approved _____ Disapproved _____ Distribution _____

California *Education Code* Section 1240 requires that the county superintendent or designee visit schools identified in our county, review information in the areas noted below, and report to you the results of the visits and reviews. Provided for submission to your governing board at a regularly scheduled November meeting, is your district's report for fiscal year 2024-2025. This report presents the results of visits and reviews at your district's schools this year.

The purpose of the visits as specified in California Education Code 1240 is to:

1. Determine if students have “sufficient” standards-aligned instructional materials in four core subject areas (English language arts, mathematics, history/social science and science (including science laboratory equipment in grades 9-12)) and, as appropriate, in foreign languages and health;
2. Determine if there is any facility condition that “poses an emergency or urgent threat to the health or safety of pupils or staff”; and
3. Determine if the school has provided accurate data on the annual school accountability report card related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including “good repair.”

The law further requires that the county superintendent:

1. Annually monitor and review teacher mis-assignments and teacher vacancies in school.
2. Receive quarterly reports on complaints filed within the school district concerning insufficient instructional materials, teacher vacancies and mis-assignments, and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Review audit exceptions under expanded authority in the areas of use of instructional materials, program funds, teacher mis-assignments, and information reported on the school accountability report card and determine whether the exceptions are either corrected or an acceptable plan of correction has been developed.

Before proceeding with the report, below are some basic terms:

- “Sufficient textbooks or instructional materials” means each pupil, including English language learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home.
- A school facility condition that poses an “emergency or urgent threat” is a “condition that poses a threat to the health or safety of pupils or staff while at school.” [Note: this definition and quote is drawn from EC 17592.72(c)(1) because it is incorporated by reference in EC 1240(c)(2)(I)(ii).]
- “Good repair” means the school facilities are clean, safe and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School

Construction or a local evaluation instrument that meets the same criteria. Each school district that receives state funding for facilities maintenance is required to establish a facilities inspection system to ensure that each of its schools is maintained in “good repair.”

- The table below is provided to clarify the rating descriptions included in the Facilities Inspection Tool Reports.

Percentage	Description	Rating
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	Exemplary
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	Good
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	Fair
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	Poor

- “Ineffective Teacher” is a teacher who assignment is authorized by an emergency permit that does not require possession of a full teaching license, a teacher who holds a teacher credential but does not possess a permit or authorization that temporarily allows them to teach outside of their credentialed area or an individual who holds no credential, permit or authorization to teach in California. Under this definition, teachers with the following emergency permits are considered ineffective: Provisional Internship Permits, Short Term Staff Permits, Variable Term Waivers, Substitute Permits or Teaching Permits for Statutory Leave.
- “Out of Field ” refers to a credentialed teacher who has not yet demonstrated subject matter competence in the subject areas to which they are assigned. Under this definition, teachers with the following permits are considered “out of field:” General Education Limited Assignment Permit, Special Education Limited Assignment Permits, Short Term Waivers, Emergency English Learner or Bilingual Authorization Permits, or Local Assignment Options.
- “Incomplete” indicates that missing or incorrect information about the assignment was reported by the LEA which prevented a complete and accurate determination of the teaching assignment.
- “Unknown” indicates that insufficient information about the assignment was reported.

Mariposa County Unified School District

2024 Williams Monitoring

Mariposa CUSD	Instructional Materials		Facilities		SARC	Additional Settlement Monitoring
	Deficiencies Identified by Grade	Date Resolved	Emergencies Identified	Score	Discrepancies Identified	
Greeley Hill Elementary	None Identified		None Identified	80.30%	None Identified	None Identified
Lake Don Pedro Elementary	None Identified		None Identified	79.89%	None Identified	None Identified
Woodland Elementary	None Identified		None Identified	83.12%	None Identified	None Identified
Yosemite Valley Elementary	None Identified		None Identified	89.42%	None Identified	None Identified

Teacher Assignment Monitoring 2022-2023

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Greeley Hill Elementary	3.3	4.9%	60.7%	34.5%	0.0%	0.0%	0.0%	0.0%

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Lake Don Pedro Elementary	8.3	56.3%	6.1%	1.6%	12.1%	24.0%	0.0%	0.0%

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Woodland Elementary	17.2	80.8%	7.2%	0.0%	11.1%	0.9%	0.0%	0.0%

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Yosemite National Park Valley Elementary	2.3	63.6%	30.7%	5.7%	0.0%	0.0%	0.0%	0.0%



MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

WILLIAMS VISIT **REPORT**

COUNTY BOARD OF SUPERVISORS
NOVEMBER 12TH 2024
PRESENTED BY LINDA MAYFIELD

CA Ed Code Section 1240

California Education Code Section 1240 requires that the County Superintendent of Schools identify a list of schools, for which the county superintendent, or designee, shall inspect annually, and shall submit an annual report, at a regularly scheduled November board meeting, that describes the state of the schools in the county.



Sites visited 2024-2025

1

Woodland
Elementary

3

Yosemite
Valley School

2

Lake Don Pedro
Elementary

4

Greeley Hill
Elementary

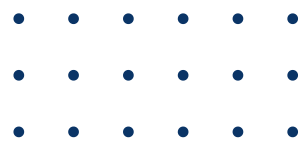
A photograph showing several hands of different skin tones stacked on top of each other on a wooden table. In the background, there are papers with charts and a laptop. The image is partially covered by a dark blue diagonal overlay on the right side.

Partnership

Merced County Office of Education, (MCOE) is the designee for Mariposa County Unified School District (MCUSD) as Mariposa County Unified School District and Mariposa County Office of Education are one agency. Merced County Office of Education partners with us to oversee the Williams Visits process.

Sufficient Materials

The visit works to determine if students have “sufficient” standards-aligned instructional materials in four core subject areas (English Language Arts, Mathematics, History/Social Science and Science)





Conditions of Facilities

- Visits determine if there are any facility conditions that “pose an emergency or urgent threat to the health or safety of pupils or staff.”
- Visits determine if the school(s) have provided accurate data on the annual school accountability report cards.



Teacher Assignment **Monitoring**



- Our organization annually monitors and reviews teacher mis-assignments and teacher vacancies in school and this is also reported through Williams visits.



Teacher Assignment Monitoring 2022-2023

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Greeley Hill Elementary	3.3	4.9%	60.7%	34.5%	0.0%	0.0%	0.0%	0.0%
Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Lake Don Pedro Elementary	8.3	56.3%	6.1%	1.6%	12.1%	24.0%	0.0%	0.0%
Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Woodland Elementary	17.2	80.8%	7.2%	0.0%	11.1%	0.9%	0.0%	0.0%
Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Yosemite National Park Valley Elementary	2.3	63.6%	30.7%	5.7%	0.0%	0.0%	0.0%	0.0%

Visit Findings

- Greeley Hill Facilities Score: 80.3%
- Lake Don Pedro Facilities Score: 79.89%
- Woodland Facilities Score: 83.12%
- Yosemite Valley Facilities Score: 89.42%

No Williams Complaints were filed in the reporting quarter of July 2024 - October 2024

No deficiencies were found in instructional materials

No emergencies were identified in our facilities

No discrepancies were identified in our SARC

A low-angle, upward-looking photograph of several tall skyscrapers against a clear blue sky. The buildings are rendered in a slightly desaturated, blue-toned style, creating a sense of height and architectural grandeur. The perspective makes the buildings appear to converge towards the top of the frame.

THANK YOU!



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-501

MEETING: November 12, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve First Amendment to the Agreement with SitologIQ Increasing the Year One Annual Contract Costs by \$3,320 for Solar Management Services, Effective June 1, 2024; Authorize the Board of Supervisors Chair to Sign the Agreement; and Receive a Presentation on System Productivity

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Agreement with SitologIQ Increasing the Year One Annual Contract Costs by \$3,320 for Solar Management Services, Effective June 1, 2024; Authorize the Board of Supervisors Chair to Sign the Agreement; and Receive a Presentation on System Productivity.

Attached is a new agreement that accurately captures the sites and system sizes constructed for the County and reflects the associated price change (more details below). Also attached is the production and savings report for the time period June 2023 – May 2024 (the 12-month period following final completion date).

The Operations and Maintenance agreement is comprised of monitoring services and field inspection services based on several criteria (number of sites, overall system size, inverter quantity and module quantity, primarily). In this case, the number of interconnected meters factors into the estimate as well due to the Energy Services (mySiteIQ) component to the agreement.

The original agreement was based on a combined system size of 378.70 kW-DC installed across 6 sites, with a total of 9 inverters and 912 modules. Each site had one interconnected meter, for a total of 6 meters. Because of an easement at the Government site, the install could not proceed as originally intended and was addressed by breaking up the system and installing it at two sites – the Hall of Records and Library. This resulted in a new total system size (383.92 kW-DC), a new module count (914), an increase in number of sites/interconnected meters (from 6 to 7), and an increase in quantity of inverters (9 to 16). These changes reflect an increase in the Year 1 contract price of \$3,320.00, which accounts for the additional time needed for remote monitoring, annual inspection services and management services for the added site and hardware referenced above.

SitologIQ representative, Jessica Ritter, will attend the meeting to share a presentation on the productivity of the system in its first year. Attached is a high level summary of productivity as well.

BACKGROUND AND HISTORY OF BOARD ACTIONS

21-332: PUBLIC HEARING: Approve a Facility Solutions Master Agreement and a Solar Operations and Maintenance Agreement with SitelogIQ; and Authorize the Board Chair to Sign the Agreements

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and jeopardize the management services of the solar system. Negotiate with the vendor for a different rate.

FINANCIAL IMPACT

\$3,320 in additional costs will be added to the budget during balancing adjustments.

ATTACHMENTS

1. **SitelogIQ Agreement Amendment 1**
2. **County of Mariposa - Production Report**
3. **County of Mariposa_Presentation_SitelogIQ 11.12.2024**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Wayne Forsythe

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

PROFESSIONAL SERVICE AGREEMENT COVER PAGE

Customer Name	County of Mariposa
Customer Address	5100 Bullion Street, 2nd Floor, Mariposa CA 95338
Customer County	Mariposa
Customer Type	Owner
Customer Contact	Joe Lynch
Customer Title	County Administrative Officer
Version Date / Executed Date (when final)	
First Year Fees (\$/Year)	\$14,720.00
Term of Agreement (Months)	120 Months
Escalation Rate (%/Year) Applied to Contract Fee and True- Up Fee	3%

Solar-Specific Details	
Number of Sites	7
Aggregate System Size (kW)	383.92
Performance Guarantee (%)	90%
First Year True-Up Fee (\$/kWh)	\$0.17
Site Inspection Frequency	Annual

PROFESSIONAL SERVICE AGREEMENT

by and between

County of Mariposa

and

SitelogIQ, Inc.

1651 Response Rd., Suite 300

Sacramento, California 95815

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EXHIBITS

Exhibit A	Definitions
Exhibit B	System Services
Exhibit C	Insurance
Exhibit D	Sites and System Size
Exhibit E	Annual Energy Production Evaluation
Exhibit F	Rates for Additional Services
Exhibit G	Energy Management Services

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") is entered into as of the execution date indicated on the Cover Page, between the County of Mariposa, organized and existing under the laws of the State of California ("Owner") and SitelogIQ, Inc., a Delaware corporation ("Operator").

RECITALS

WHEREAS, Owner currently owns, or intends to construct, install, and commission photovoltaic solar electric facilities (individually called System, together called "Systems").

WHEREAS, the Systems were constructed at various Owner sites (individually called Site, together called Sites).

WHEREAS, the Systems and Sites are as provided in Exhibit D.

WHEREAS, Operator, in its capacity as operator hereunder, has agreed to operate and maintain the Systems under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A; (b) the singular shall include the plural and vice versa; (c) the word “including” shall mean “including, without limitation,” (d) references to “Sections” and “Exhibits” shall be to sections and exhibits hereof; (e) the words “herein”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection hereof; and (f) references to this Agreement shall include a reference to all Exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time.

2. SERVICES

2.1. System Services

- (a)** Throughout the Term of this Agreement, Operator shall provide System Services as set forth in Exhibit B for the Systems.
- (b)** Operator shall perform Annual energy production evaluations for each System.
- (c)** System Services shall be performed in accordance with Industry Standards and Applicable Law for photovoltaic solar projects in California.
- (d)** All periodic maintenance and inspection services shall be performed at regular intervals as described in Exhibit B
- (e)** All maintenance and inspection services shall be performed by qualified technical personnel in accordance with the O&M manuals.
- (f)** Operator personnel and agents will check-in at offices during business hours prior to beginning Work.
- (g)** Repair of damaged/vandalized Systems shall be performed by Operator, as directed by Owner, at the rates specified in Exhibit F.
- (h)** Any other Owner requested services not defined in this Agreement shall be billed at the rates specified in Exhibit F on a time and materials basis.

2.2. Annual Reports and Meeting

Throughout the Term, Operator shall furnish to Owner an Annual Report. Each period for the Annual Report shall begin on the date of Final Completion of the System installation and end three hundred and sixty-four (364) days later, except for leap years, where the period ends three hundred and sixty-five (365) days later. The Annual Report shall be submitted within two (2) months from the period ending. The Annual Report shall include the following:

- a. Summary of operations;
- b. Weather and energy production data;
- c. Calculation of Cumulative Annual Energy Production;
- d. Reports of any environmental disturbances (e.g. Fires);
- e. True-Up Refund, if any;
- f. Safety/accident reports;
- g. Summary of Additional Services, if any;
- h. Maintenance and inspection logs; and
- i. Proposal of actions required to be taken by Operator, if any.

2.3. Warranty on Repair or Replacement Work

- (a) Subject to the limitations set forth in this Section 2.3, commencing on the date the System was repaired or replaced, and for a period of one (1) year, Operator warrants that such work will be free from defects in materials and workmanship under normal operating conditions and shall conform to the final System design. If the work has a defect that causes it to fail to conform to any of the foregoing Warranties, Operator will, at its option, either repair or replace the portion of the work that is defective at no cost to the Owner.
- (b) This Warranty shall not cover any defects to the extent such defect is caused by any of the following:
 - (i) Poor workmanship by the original Installer, if Installer was not Operator or Operator's Subcontractors.
 - (ii) Alterations or repairs made to the System by anyone except for Operator or Operator's Subcontractors without Operator's prior written approval;
 - (iii) Failure of the System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;
 - (iv) Use of the System by anyone except for Operator or Operator's Subcontractors beyond the scope contemplated in its operating manuals or technical specifications;
 - (v) Damage to the System not caused directly or indirectly by Operator or its Subcontractors under any agreement between Operator and Owner;
 - (vi) Damage or property loss to the System caused by third parties including, but not limited to, vandalism and theft.

- (vii) Manufacture defects or return merchandise authorization of equipment.
- (viii) Force Majeure Events; and
- (ix) A change in usage of the Site, which may affect building or Site Permits and related requirements, without the written approval of Operator, or a change in Ownership of building or property and the new Owner has not signed an assumption agreement of the terms and conditions herein.

Corrections, repairs, or replacement covering the equipment, materials, and labor as a result of the defects above shall be billed at the rates specified in Exhibit F, on a time and materials basis.

- (c) The Operator Warranty assumes that all Manufacturer Warranties have been assigned to the Owner. Operator's obligations under the Operator Warranty do not apply to defects in materials or equipment provided by Manufacturer Warranty. Operator makes no representation or Warranty, and Owner shall seek no recourse from Operator, regarding Manufacturer Warranties, including without limitation, the power output of the PV modules.
- (d) To the extent that Manufacturer Warranties cover replacement and/or repair of any System equipment during the Term, it shall be Operator's responsibility under this Agreement to use commercially reasonable efforts to submit, process and pursue Warranty coverage; provided, however, that, because Warranty claims may need to be submitted in the name of Owner, Owner shall provide such full and complete cooperation as Operator may reasonably require in connection with such submission, processing and pursuit of Warranty coverage. Owner shall be responsible for any differences in cost if a Manufacturer Warranty does not fully cover labor or replacement cost.
- (e) Operator agrees to act as agent on behalf of Owner for purposes of Section 2.3(d). If, in the event the equipment manufacturer denies responsibility for Warranty service and Operator is instructed by Owner to pursue action against the equipment manufacturer, whether through litigation or otherwise, Owner shall reimburse Operator for any of the costs, expenses, or repairs incurred by Operator in this context, even if such attempt to recover from the equipment manufacturer fails, provided that such failure is not the result of errors or omissions by Operator. Such costs shall be reimbursed by Owner to Operator within thirty (30) days of receipt of invoice.
- (f) This Warranty shall expire one (1) year after the repair has taken place.

- (g) Except as expressly provided herein or in the Agreement, Operator expressly disclaims any and all warranties of any kind, express, implied or statutory, including without limitation any implied warranties of merchantability and/or fitness for a particular purpose.

2.4. Insurance

Without limiting any of the obligations or liabilities of either of the Parties, each of the Parties shall at all times throughout the Term of this Agreement and any renewal thereof, carry and maintain, or cause to be carried and maintained, at its own expense, such insurances coverage in Exhibit C.

2.5. General Obligations of Owner

Owner shall ensure that Operator and its authorized agents, employees or Subcontractors shall have reasonable access to the Site in order to provide scheduled or unscheduled maintenance activities, maintenance of the grounds, emergency services, or to conduct other System Services, in all cases, to the extent that such activities and/or services are within the scope of this Agreement and are provided in accordance with the terms of this Agreement. Except in the case of an emergency, Operator shall give forty-eight (48) hours prior written notice to the appropriate Owner Site administrator, whose name and contact information shall be provided to Operator, before any entry onto the Site by Operator's employees, agents or contractors.

2.6. Permits

- (a) Subject to Section 2.6(b), Owner shall be responsible for procuring, obtaining, maintaining and complying with all Owner acquired Permits applicable as of the date hereof. If any new Owner acquired Permits become required for the operation of the System due to a change in the Applicable Law after the date of this Agreement, Owner shall obtain such Permits in a timely manner and at its sole cost and expense, except where such additional Owner acquired Permits arise as a result of any omission, neglect or default of Operator, in which case Operator shall reimburse Owner for any costs or losses arising as a result of or in connection with procuring, obtaining, maintaining and complying with such Owner acquired Permits.
- (b) To the extent that a Party is required to obtain any Applicable Permits, the other Party agrees to cooperate with and assist that Party in obtaining the same and the Party which is required to obtain such Applicable Permits shall reimburse the other Party for its reasonable costs in providing such assistance. Notwithstanding anything in this Agreement to the contrary, Operator shall be required to comply with Applicable Law as in effect on the date of this Agreement at no additional charge to Owner. Following the date of this Agreement, any costs incurred by Operator in performing its obligations hereunder resulting from changes in Applicable Permit conditions or requirements, or changes in Applicable Law, shall be borne

by Owner except to the extent it does not involve an increase in the scope of System Services.

2.7. Telephone & Data Communication

Owner shall directly pay any utility or other third-party service provider invoices as become due as may be required for Operator's remote access to telephone and/or data communications service available at the Site to the extent necessary for the performance by Operator of System Services under this Agreement. Owner will be responsible for all monthly service charges related to telephone and data communications services.

2.8. Storage

To the extent Operator has established space on the Site and to the extent that any such use is permitted under Applicable Law, Operator may use such space for storing parts and supplies necessary for the performance of System Services. At Operator's option and upon the written approval of Owner, additional storage sheds may be installed at the Site at Operator's expense. Operator must seek and obtain building Permits and other local Permits and approvals required in connection therewith (which shall be designated as Operator acquired Permits) and Owner shall reasonably cooperate in obtaining such Permits and approvals. Operator shall maintain any space utilized in accordance with this Agreement as if it were part of System Services and shall be required (at its own cost), if requested by Owner, to remove any storage sheds installed at the Site at the end of the Term.

2.9. Duty to Cooperate

Owner shall cooperate with Operator in taking all actions reasonably requested by Operator to ensure that parties with whom Owner has agreements or relationships that are essential to System Services are available and able to perform as contemplated in this Agreement. Owner shall be directly responsible for all utility costs (water, communication, electricity) of the System except to the extent that such costs arise resulting the omission, neglect or default of Operator.

3. TERM

3.1. Term

- (a) The term of this Agreement ("Term") includes the period during which System Services are to be provided for the Systems and shall commence on the date of this Agreement; and expire upon the Term as defined in the Cover Page from when the first System has achieved Final Completion.
- (b) The Term shall be subject to the provisions of Section 3.2 (termination).
- (c) Auto-Renewal. Upon expiration of the original Term This Agreement will automatically renew on an annual basis, and continue to renew annually until either Party elects to terminate per Section 3.2(d). Annual Auto-Renewals will include economic price adjustments to match the annual percent change shown on The Consumer Price Index for All Urban

Consumers (CPI-U); Western Region; All Items; not seasonally adjusted, (https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm).

- (d) Extension. Either Party may request, and Parties shall agree to negotiate an extension in good faith and in a timely fashion prior to the expiration of the Term, though neither Party shall be obligated to enter into an extension and may terminate per Section 3.2.

3.2. Termination

- (a) Owner may terminate this Agreement in the event of any of the following:
 - (i) Operator becomes Insolvent; or
 - (ii) Failure by Operator to perform any of its material obligations under this Agreement, which failure is not remedied within thirty (30) calendar days of written notice of such failure from Owner to Operator; notwithstanding, (1) such failure cannot reasonably be remedied within such thirty (30) calendar day period, and (2) Operator commences cure of such failure within the thirty (30) calendar day period and thereafter diligently seeks to remedy such failure, then Owner shall not be entitled to terminate this Agreement until such time as Operator ceases all reasonable endeavors to cure such failure unless such failure continues for a period of a ninety (90) calendar days from the original written notice from Owner; or
 - (iii) A Force Majeure Event occurs which prevents Operator from providing a material part of System Services for a continuous period of at least one hundred eighty (180) calendar days and Owner reasonably concludes such prevention is not reasonably likely to be remedied within a further period of one hundred eighty (180) calendar days. Subject to Section 6.5, Owner shall compensate Operator for all System Services completed prior to the termination date.
- (b) Operator may terminate this Agreement in the event of any of the following:
 - (i) Owner fails to pay to Operator any amounts due under this Agreement (other than any amounts which are the subject of a good faith dispute) within fifteen (15) calendar days of written notice of such failure from Operator to Owner, provided that failure to pay shall not be on account of the negligence or willful action or inaction of Operator; or

- (ii) Material breach by Owner of any of its obligations under this Agreement, which materially impairs Operator's ability to perform its obligations under this Agreement, and which breach is not remedied within thirty (30) calendar days of written notice of such failure from Operator to Owner; notwithstanding, (1) (A) if such failure cannot reasonably be remedied within the thirty (30) calendar day period, and (B) Owner commences cure of such failure within the thirty (30) calendar day period, and thereafter diligently seeks to remedy such failure, then Operator shall not be entitled to terminate this Agreement until such time as Owner ceases reasonable efforts to cure such failure unless such failure continues for a period of ninety (90) calendar days from the original written notice from Operator; and (2) failure of Owner to perform its obligations is not on account of the negligence or willful action or inaction of Owner; or
 - (iii) Owner becomes Insolvent.
- (c) Parties may terminate this Agreement, either partially or in whole, by mutual written consent. Termination by mutual consent may be initiated by either Party at any time by written means. Upon such termination, Owner shall compensate Operator for all System Services completed prior to the termination date.
- (d) End of Term. No later than one hundred eighty (180) calendar days prior to the end of the original Term, or end of the Autorenewal Term, either Party may request to terminate this Agreement upon written notice written notice.
- (e) A notice of termination given pursuant to the foregoing provisions of this Section 3.2 shall specify in reasonable detail the circumstances giving rise to the Termination Notice. Except to the extent otherwise provided herein, this Agreement shall terminate on the date specified in the Termination Notice, which date shall not be earlier than the date upon which the applicable Party is entitled to effect such termination as provided above.
- (f) Termination of this Agreement shall not affect any rights or obligations as between the Parties which may have accrued prior to such termination or which expressly or by implication are intended to survive termination whether resulting from the event giving rise to termination or otherwise, including, without limitation, Sections 6.7 and 6.8.

4. SERVICE FEES

4.1. Compensation

As compensation for provision of System Services by Operator, Owner shall pay Operator the

Fees as provided on the Cover Page, and escalating at the Escalation Rate for each year ("Service Fees"). Service Fees are due within thirty (30) calendar days of Invoice Date. First annual invoice will be submitted to the Owner upon execution of the Agreement. All subsequent invoices will be submitted annually. Service Fees associated with Exhibit D will be initiated upon Final Completion of solar installation.

4.2. Late Payments

Overdue payment obligations of Owner hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the rate published by the Wall Street Journal as the "prime rate" on the date on which such interest begins to accrue plus two percent (2%).

4.3. Disputed Payments

In the event that Owner disputes any portion of an invoice submitted by Operator, Owner shall pay the undisputed portion thereof when due. All disputed payments shall be resolved in accordance Section 6.5.

5. OPERATOR'S GUARANTEE

- (a) Operator shall conduct and provide to Owner an evaluation each calendar year during the effective Term of the Agreement to determine the Cumulative Annual Energy Production from all the Systems combined.
- (b) The Cumulative Annual Energy Production shall be measured for each Annual Production Period. No evaluation will be performed for the first partial period (Final Completion for all Systems to the first December 31 of the Term) and the final partial period evaluation will be prorated (Jan 1 of the Term to Term expiration).
- (c) The Cumulative Annual Energy Production shall be compared to the Expected Annual Energy Production calculated upon Final completion for all the Systems combined to evaluate the performance of the Systems.
- (d) Energy Production Guarantee: Operator hereby guarantees to Owner a minimum energy output for the aggregate of the Systems for each Annual Production Period.
- (e) The evaluation shall be conducted in accordance with the procedures provided in Exhibit E.
- (f) If the Systems fail to meet the Energy Production Guarantee, then within ninety (90) calendar days after the failure is identified, the Operator shall pay the Owner a True-Up Refund.
- (g) If the Cumulative Annual Energy Production is more than one hundred five percent (105%) of the Expected Annual Energy Production, then the Owner shall give a kWh credit to the Operator for every kWh between the

measured Cumulative Annual Energy Production and one hundred five percent (105%) of the Expected Annual Energy Production for such Annual Production Period. Operator shall be entitled to apply this credit to any future Annual Production Period at the Operator's sole discretion.

- (h) The Expected Annual Energy Production for the combined Systems shall be reduced accordingly for the period of time any System is not in operation in connection with (a) temporary removal of the System, a movement to an alternate location, or a temporary shutdown of the System or any portion thereof; (b) the occurrence of an event of Force Majeure has temporarily impaired or disabled the operation of any System or any portion thereof; (c) Owner interferes with the System, refuses repair, or recommended services; (d) vandalism or theft, (e) Utility caused outages, or (f) any manufacturer defects that cause outages. Operator shall provide and justify data verifying the loss of generation using the System Model defined in Exhibit E.
- (i) Operator's Expected Annual Energy Production shall proportionately terminate and be of no further force or effect if any System, or any portion thereof, is subject to a permanent shutdown or an event of Force Majeure occurs, the effect of which to permanently impair or interfere with the operation of the System, or any portion thereof.
- (j) The Parties agree that Owner shall avoid activities that result in overshadowing or shading of the Systems in a manner that would prevent Operator from satisfying its Energy Production Guarantee. In the event the Systems, or any portion thereof, is overshadowed or shaded in a manner that prevents Operator from satisfying its Energy Production Guarantee for any reason beyond the control of Operator, Owner agrees that Operator's Expected Annual Energy Production shall be reduced accordingly. Operator shall provide and justify data verifying the loss of generation using the System Model of the System due to overshadowing or shading.

6. TECHNOLOGY SERVICES

6.1. Standard Notes

- (a) Standard SkySpark Data Connectors are included as needed for deployment.

6.2. Software Licensing and Maintenance

- (a) Unless indicated elsewhere in this Agreement, software is licensed to, and maintained by, Operator. Maintenance includes the software updating process. Software shall be available to the customer for the duration of the contract provided that its account is in good standing.

- (b) Pricing includes an annual software maintenance fee. The annual software maintenance fee includes ongoing updates from Operator and the software vendor and the time for Operator to install the ongoing updates remotely.
- (c) To the fullest extent permitted by law, Owner agrees to defend, indemnify, and hold Operator, its officers, directors, employees, agents, successors, and assigns harmless from and against any and all claims, damages, liabilities, judgements, settlements, losses, costs, or expenses of any kind, including reasonable attorney's fees, arising out of Owner's choice to discontinue software updates.

6.3. Data Ownership

- (a) Operator shall be the owner of Operator-hosted Data. Owner shall be entitled to a copy of their interval data contained in the Operator-hosted EIS. The parties acknowledge that Operator is at all times the data controller and data processor. Operator shall process the Operator-hosted Data only in accordance with the terms of this Agreement and any written instructions provided by the Owner. Owner acknowledges and agrees that Operator may retain all Operator-hosted Data after the termination of this Agreement. Operator shall not be liable for any claim brought by a third-party arising from any action or omission by Operator arising from an action or omission resulting from a Owner's written instruction.
- (b) Utility data sync and availability is dependent on utility providing the information. Data will be available for the contract duration as long as utility provides it and Owner continues to authorize the sharing of data with Operator.
- (c) Owner acknowledges that all Operator apps, functions, code, or programming is licensed to the Owner for use in this deployment only and may not be copied to other projects/installations, reverse-engineered, or re-sold.

6.4. Owner Responsibilities

- (a) Owner's controls team/contractor to facilitate and configure the data export from the Owner's data sources to the EIS analytics platform for the duration of the deployment and any ongoing monthly monitoring support. This includes loading any needed data exchange/transfer modules or configuring any needed firewall, BAS, or server permissions.
- (b) Unless otherwise specified, Owner's controls team/contractor responsible for adding any additional trends needed for analysis or reporting.

- (c) Owner to provide information requested by the Operator project implementation team in a timely fashion. Delays will result in the project being put back into the project queue for rescheduling at a later date.
- (d) If applicable, Owner's IT department to provide VPN or similar access to EIS server as well as server space for the application/database(s). Both shall be in place before any applicable Operator onsite effort will take place. VPN access for setup and remote building monitoring to be in place for duration of the deployment and any ongoing monthly monitoring support. The analytics application running on the server needs to have access to internet to automatically retrieve weather data and available utility data, or to export key data for monthly reporting (if option selected).
- (e) Owner assumes any warrantee risk associated with querying system databases in the event a data provider is reluctant to share information with the EIS. Operator has the ability to import or query many forms of data using our standard interfaces, so data availability challenges are unlikely.
- (f) Owner to provide access as applicable to building automation systems associated with facility operational equipment including, but not limited to, HVAC and lighting equipment. Access shall be granted for Operator to review and modify settings within limitations agreed to by Owner.
- (g) Owner to provide on-site access as applicable to its facilities subject to the on-site energy management support or education scope to the extent necessary to perform any training, support or facility assessments.
- (h) Owner to provide access to available utility and renewable generation data to the best of their ability by providing historical spreadsheets, billing documents, authorizing third party access to request from utility directly, and/or access to online utility accounts.

6.5. Standard of Care

- (a) Operator represents and warrants that the Services provided hereunder will be performed in a professional manner in accordance with prevailing industry standards of the State of California.

6.6. Disclaimers for Technology Services

- (a) THE TECHNOLOGY SERVICES DESCRIBED IN THIS SECTION 6 ARE PROVIDED "AS-IS." EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OPERATOR DISCLAIMS AND OWNER WAIVES ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF

MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY TECHNOLOGY SERVICES. OPERATOR DOES NOT WARRANT THE OPERATIONS OF THE TECHNOLOGY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SPECIFICALLY, THIRD-PARTY SITES AND RESOURCES ARE PROVIDED "AS-IS," EXCLUSIVE OF ANY WARRANTY. OPERATOR DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY NETWORKING OR HOSTING PROVIDERS.

- (b) Operator is not a financial advisor or municipal advisor of any kind, including under the definition provided in Securities and Exchange Rule 15Ba1-1 (17 C.F.R. § 240.15Ba1); Operator is not subject to the fiduciary duty required of municipal advisors when providing advice or oversight on municipal financial products or issuance of municipal securities. Operator may discuss possible funding mechanisms, tax incentives and other programs that may apply to the Owner's situation. Any information provided by Operator, its employees, agents, or affiliates, related to municipal financial products or issuance of municipal securities should be discussed with a registered municipal financial advisor before taking action on the information provided. Operator does not (1) provide advice that implicates 5 U.S.C. et. seq. (Securities and Exchange Act of 1936), (2) serve as a financial advisor regarding the funding of any project, or (3) engage in financial products and services.

7. MISCELLANEOUS

7.1. No Partnership

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between or among the Parties or to impose any such obligation or liability upon any Party. No Party shall have any right, power or authority to enter into any contract or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party or Parties.

7.2. Party Representatives

- (a) Owner Representative. Owner designates, and Operator agrees to accept, Joe Lynch, as "Owner Representative" for all matters relating to Owner's performance under this Agreement. The actions taken by Owner Representative regarding such performance shall be Owner the acts of Owner and shall be fully binding on Owner. Owner may, upon written notice to Operator, change the designated Owner Representative.
- (b) Operator Representative. Operator designates, and Owner agrees to accept, Lesley Soekland, as "Operator Representative" for all matters relating to Operator's performance under this Agreement. The actions

taken by Operator Representative shall be deemed the acts of Operator. Operator may, upon written notice to Owner, change the designated Operator Representative.

7.3. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing and (a) if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) if sent by facsimile with confirmation. Mailed notices and facsimile notices shall be addressed as follows to:

Owner:

Name: County of Mariposa
Attention: Joe Lynch
Address: 5100 Bullion Street, 2nd Floor, Mariposa CA 95338
Phone: (209) 966-3222
Email: jlynch@mariposacounty.org

Operator:

SitelogIQ Inc.
Attention: Solar Operations, West Energy
1651 Response Rd., Suite 300
Sacramento, CA 95815
Phone: (916) 914-1929
Email: westsolar@sitelogiq.com
cc: legal@sitelogiq.com

7.4. Force Majeure Event

- (a) Neither Party shall be considered to be in default of its obligations under this Agreement when and to the extent that performance of such obligations is prevented by any Force Majeure Event which arises after the date of this Agreement.
- (b) If either Party shall rely on the occurrence of a Force Majeure Event as a basis for being excused from the performance of its obligations under this Agreement, then the Party relying on the event or condition shall (i) provide prompt notice to the other Party of the occurrence of the Force Majeure Event, giving an estimation of its expected duration and the probable impact on the performance of its obligations hereunder; (ii) exercise all commercially reasonable efforts to continue to perform its obligations hereunder; (iii) expeditiously take any action within its reasonable control to correct or cure the Force Majeure Event excusing performance; (iv) exercise all commercially reasonable efforts to mitigate or limit damages to the other Party to the extent such action will not adversely affect its own interests; and (v) provide periodic notices to the

other Party with respect to its actions and plans for actions in accordance with (ii), (iii) and (iv) above and promptly notify to the other Party of the cessation of the event or condition giving rise to it being excused from performance.

- (c) In the event that Operator is prevented from providing all or part of System Services as a result of a Force Majeure Event for a period of thirty (30) consecutive days and it is reasonably expected that Operator will not be able to resume full performance of System Services within an additional thirty (30) days, Owner shall be entitled to require Operator to reduce the scope of System Services commencing as of the date of such notice by Owner until such time as Operator can demonstrate, to the reasonable satisfaction of Owner, that Operator is able to resume full performance of System Services. As from the date on which Owner reduces System Services until the date on which Operator resumes full performance of System Services, the obligation of Owner to pay the fee pursuant to Section 4 shall be reduced proportionately to take account of the level of System Services that Operator is actually performing.
- (d) Operator shall document any Force Majeure Event and its consequences so that costs which are directly attributable to such Force Majeure Event may be claimed by Owner from any insurance carried by Owner.

7.5. Dispute Resolution

- (a) Good faith negotiations. In the event of any Dispute, of which either Party has notified the other, senior management personnel from both Operator and Owner shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Subsections (b), (c) and (d) of this Section shall apply to the extent applicable to the Dispute.
- (b) Technical Dispute. Technical Disputes shall be resolved by an independent expert. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert mutually agreed in writing by Operator and Owner. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.
- (c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by Owner and Operator. If Owner and Operator are unable to agree on a mediator, then either may request that the American Arbitration Association to appoint a mediator. The mediator's fee and expenses shall be paid one-half by Owner, and one-half by Operator. In any such mediation, representatives of the Parties with authority to resolve the

dispute shall meet for at least three (3) hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section 6.5 shall survive any termination of this Agreement.

- (d) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other Party.

7.6. Indemnification.

The Parties hereto agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from or in any way connected to the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents or employees.

With respect to the Technology Services described in Article 6 and to the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless Operator, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, damages, liabilities, judgments, settlements, losses, costs, or expenses of any kind, including reasonable attorneys' fees, arising out of (a) Owner's sole negligence associated with the processing of Owner-hosted Data or Operator-hosted Data within the scope of this Agreement; (b) Owner's misuse of the intellectual property rights of any third-party; and (c) any Owner-hosted Data or Operator-hosted data that may violate Section 6.4 of this Agreement.

7.7. Consequential Damages.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor Operator, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either Party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

7.8. Limit of Liability.

To the maximum extent permitted by law, Owner agrees to limit Operator's liability for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Operator to the Owner shall not exceed the equivalent to one (1) year Service Fee as calculated for the first twelve (12) months of the Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7.9. Governing Law.

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 6.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Mariposa County in which the Site is located and shall comply with all requirements necessary to give such court jurisdiction.

7.10. Environmental Conditions

The Services do not include the detection, identification, abatement, encapsulation, or removal of any Hazardous Substance. "Hazardous Substance" is defined herein as any substance, whether solid, liquid, or gas, which is a physical or health hazard when it is inhaled, ingested, or otherwise comes in contact with any person present in the area where it is located and includes, without limitation, asbestos in either friable or nonfriable condition.

7.11. Tax Matters

Notwithstanding anything to the contrary set forth herein or in any other agreement to which the parties hereto are parties or by which they are bound, the obligations of confidentiality contained herein and therein, as they relate to the transactions described in and contemplated by such agreements, shall not apply to the U.S. Federal tax structure or U.S. Federal tax treatment of the System, and each of the parties hereto (and any employee, representative or agent of any Party hereto) may disclose to any and all persons without limitation of any kind, the U.S. Federal tax structure and U.S. Federal tax treatment of such transactions. The preceding sentence is intended to cause the System or the interests in them pursuant to the agreements between the Parties not to be treated as having been offered under conditions of confidentiality for purposes of section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Internal Revenue Code of 1986, as amended, and shall be construed in a manner consistent with such purpose. In addition, each of the Parties acknowledges that it has no proprietary or exclusive rights to the tax structure of the transactions described in and contemplated by the agreements between the Parties or any tax matter or tax idea related to such transactions.

7.12. Successors and Assigns

- (a) Except as set forth in this Agreement, no Party shall be entitled to assign this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and

obligations, without the prior written consent of the other Party, which may be withheld in its sole and absolute discretion; provided that nothing herein shall prohibit Owner's membership interests from being sold to an Affiliate of Owner, or an entity which has, in whole or in part, common ownership, directly or indirectly, with the ownership of Owner.

- (b) Notwithstanding the foregoing, (i) Owner shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Operator) to any lenders by way of security for the performance of obligations to such lenders without the consent of Operator; and (ii) Operator shall be entitled to assign its right, obligation, title and interest in and to this Agreement to any of its Affiliates or in connection with a merger or acquisition of Operator. Parties shall provide a written notice at least thirty (30) days prior to assigning the rights, title, and interest in and to this Agreement.

7.13. Announcements and Publications.

Operator shall coordinate with Owner with respect to, and provide advance copies to Owner for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Operator, in each case, who agree to keep such information confidential. If Owner delivers written notice to Operator rejecting any such proposed announcement or publication within two (2) Business Days after receiving such advance copies, the Operator shall not make such public announcement or publication; provided, however, that Operator may disseminate or release such information in response to requirements of Governmental Authority.

7.14. No Waiver

No provision of this Agreement shall be considered waived by either Party except when such waiver is made in writing. The failure of either Party to insist, on one or more occasions, upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder or the delay or failure in exercising totally or partially any right or remedy under this Agreement, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights or any other rights for the future, but the same shall continue and remain in full force and effect.

7.15. Validity.

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of

the Parties as of the date of execution of this Agreement.

7.16. Priority of Documents.

In the event of conflicting provisions in the Agreement, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment), second, this Agreement, and third, Exhibits.

7.17. Time of Essence.

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

7.18. Headings.

The headings in this Agreement are for convenience of 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.

7.19. Binding Effect.

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

7.20. Counterparts; Signature Pages.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

7.21. Complete Agreement.

- (a) This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No verbal, or written agreement nor conversation with any officer or employee of either Party nor any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the Owner and Operator by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.
- (b) Each Party acknowledges that it has not relied on any representation, warranty, collateral contract or other assurance made by or on behalf of any other Party at any time before the signature of this Agreement. Each Party waives all rights and remedies which, but for this clause (ii), might

otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Operation and Maintenance Agreement as of the date first above written.

COUNTY OF MARIPOSA ("Owner"):

_____, Chair

Board of Supervisors

DATE

APPROVED AS FORM:

COUNTERSIGNED:
(Government Code 25103)

STEVEN W. DAHLEM
County Counsel

DANIELLE BONDSHU
Clerk of the Board

SITELOGIQ ("Operator"):

JEFF DENNIS
Vice President, Operations

DATE

**EXHIBIT A
TO
PROFESSIONAL SERVICE AGREEMENT**

DEFINED TERMS

As used in the attached Agreement, the following terms shall have the meanings set forth below:

Additional Services means any other services not defined in this Agreement which shall be billed at the rates specified in Exhibit F on a time and materials basis.

Affiliate of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term "**control**" of a specified Person including, with correlative meanings, the terms, "**controlled by**" and "**under common control with,**" means (a) the Ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through Ownership of voting securities, by contract or otherwise.

Agreement means this Operation and Maintenance Agreement as it may be amended and/or restated from time to time.

Annual Energy Production Evaluation is an analysis which measures and compares the Cumulative Annual Energy Production with the Energy Production Guarantee based on Exhibit E.

Annual Production Period is the period between January 1 and December 31.

Annual Reports or Annual Reports mean the annual maintenance/inspection report covering all Systems for the twelve-month period described in **Section 2.2**.

Applicable Law shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

Applicable Permits shall mean, collectively, Operator acquired Permits and the Owner acquired permits.

Business Day means a day (other than a Saturday, Sunday, or State of California or federal holidays) on which banks are generally open in California for normal business.

Cumulative Annual Energy Production means the actual alternating current (AC) electrical output in kilowatt-hours (kWh) for the Annual Production Period as measured and recorded by all the Systems revenue meters and adjusted for meter calibration error, if required.

Dispute means any question, dispute, difference or claim that arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance, or termination.

Energy Production Guarantee is the guaranteed energy production output calculated by multiplying the Performance Guarantee percentage by the Expected Annual Energy Production, subject to the adjustments in Sections 5(g) through 5(j).

Escalation Rate is the annual percentage rate increase applied to the O&M and True-Up Fees. Provided on the Cover Page. Economic price adjustments will match the annual percent change shown on The Consumer Price Index for All Urban Consumers (CPI-U); Western Region; All Items; not seasonally adjusted. Available at https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm.

Expected Annual Energy Production means the expected AC electrical output in kilowatt-hours (kWh) for the Annual Production Period as calculated by the System Model that represents the final design of the Systems and adjusted for Annual weather data and degradation.

Final Completion means the date that each PV System was installed and is fully operational.

Force Majeure Event shall mean, when used in connection with the performance of a Party's obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is unforeseeable, or being foreseeable, unavoidable and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

(a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;

(b) acts of God, including but not limited to, storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, fires, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites);

(c) acts of sabotage or destruction by a third party (other than any Operator retained by or on behalf of the Party) of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;

(d) regional or national strikes, walkouts, lockouts or similar industrial or labor actions or disputes;

(e) acts of any Governmental Authority that materially restrict or limit a Party's performance under this Agreement, including Operator's access to the Site or its activities at the Site.

(f) labor or supply shortages and supply chain issues outside the control of the Operator;

(g) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions; and

(h) explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current.

Governmental Authority shall mean any national, autonomic, state, regional, province, town, city, or municipal government, whether domestic or foreign, or other administrative, regulatory or judicial body of any of the foregoing.

Industry Standards shall mean those standards of care and diligence normally practiced by small-scale solar engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which System Services will be performed and in accordance with good engineering design practices, Applicable Laws, Applicable Permits, and other standards established for such Work. Industry Standards are not intended to be limited to optimum practice or methods to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices and methods that must take the conditions specific to any given facility into consideration.

Insolvent means (a) a Party shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer or consent seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under the present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of such Party or of all or any Final part of its properties (the term "acquiesce", as used in this definition, includes the failure to file a petition or motion to vacate or discharge any order, judgment or decree within fifteen (15) days after entry of such order, judgment or decree); (b) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against a Party seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy act, or any other present or future applicable Federal, state or other statute or law relating to bankruptcy, insolvency or other relief for debtors, and such Party shall acquiesce and such decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or a trustee, receiver, conservator or liquidator of such Party shall be appointed with the consent or acquiescence of such Party and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days, whether or not consecutive; (c) a Party shall admit in writing its inability to pay its debts as they mature; (d) a Party shall give notice to any Governmental Authority of insolvency or pending insolvency, or suspension or pending suspension of operations; or (e) a Party shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

Installer shall mean the contractor responsible for the procurement, installation, startup, and testing of the System under separate contract with the Owner.

Manufacturer Warranty or Manufacturer Warranties shall mean all warranties provided by the equipment manufacturers and assigned to Owner by the Installer.

O&M Fees ~~shall mean the annual base fee for Operator provided services.~~

O&M Manuals means the set of System operational and maintenance documents provided by the Installer to the Owner and by the Owner to the Operator for the purpose of instruction in the operation and maintenance needs of the System and its components.

Operator has the meaning given in the preamble to this Agreement.

Operator Representative shall mean the representative of Operator appointed pursuant to Section 6.2(b).

Owner has the meaning given in the preamble of this Agreement.

Owner Representative shall mean the representative of Operator appointed pursuant to Section 6.2(a).

Party or Parties means either Operator or Owner.

Performance Guarantee shall mean the percentage applied to the Expected Annual Production to determine the Energy production Guarantee. The Value is provided on the Cover Page.

Permits shall mean Operator acquired Permits or the Owner acquired Permits.

Person means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association, or Governmental Authority.

PV means photovoltaic.

Service Fees has the meaning given in Section 4.1.

Site has the meaning given in the Recitals of this Agreement.

Subcontractor means any Person to whom Operator subcontracts any of its obligations under this Agreement pursuant to a Subcontract, including the Suppliers and any Person to whom such obligations are further subcontracted of any tier.

System has the meaning set forth in the Recitals.

System Services means, collectively, the services set forth in Exhibit B.

Technical Dispute means a Dispute regarding whether the System conforms to the Industry Standards related to operation and maintenance.

Technology Services means the Services provided by Operator under Article 6 of this Agreement.

Term has the value given on the Cover Page and meaning given in Section 3.1(a).

Termination Notice has the meaning given in Section 3.2(c) and requires the contents specified in Section 3.2 (e).

True-Up Refund is the difference between the Cumulative Annual Energy Production and the Energy Production Guarantee for a period where the Systems fail to meet the Energy Production Guarantee multiplied by the True-Up Fee

True-Up Fee is defined as the approximate value of the electricity being offset by the system. It has the initial value as defined in the Cover Page, for the first year of the Term and is subject to the Escalation Rate thereafter.

Warranty or Warranties have the meaning given in Section 2.3.

**EXHIBIT B
TO
PROFESSIONAL SERVICE AGREEMENT**

OPERATIONS & MAINTENANCE INSPECTION SERVICES

Annual Inspection Services

Complete inspection, System maintenance, and recommissioning services Annually per the Agreement Term as detailed below. Report inspection finding, required repairs, and repair recommendations, including estimated costs for each maintenance visit. As part of our Operator's System maintenance, the following services will be completed and reported to the Owner during the report period.

a) Visual Inspection

- a. Visually inspect structures, arrays, and enclosures for excessive wear, damage, defects, rust/corrosion, etc.
- b. Verify new and/or existing shade concerns for the photovoltaic array.
- c. Verify module cleanliness and/or soiling issues; perform washing for an additional fee if requested by the Owner
- d. Verify that all signage and placards are firmly attached and legible.
- e. Verify condition of all wall & pad mounted switchgear, meters and inverters for corrosion and security of attachment to wall/structure/pad, etc. Note any new access issues.
- f. Verify condition of ac and dc disconnect(s).
- g. Confirm that the System is online and that the output is at the expected level.
- h. Confirm that the monitoring system is in service and functioning properly.

b) Photo Documentation

- a. Take digital photos of all major System components
- b. Submit digital images along with checklist and other documentation following visit.

c) Array – Structure & Modules

- a. Complete inspection of array.
- b. Inspect and tighten structure ground bonding straps/fasteners.
- c. Verify secure module attachment by random torque testing or visual test.
- d. Verify condition of racking hardware connections, splices, etc.
- e. Verify condition of inter-module array wiring for aging and corrosion.
- f. Inspect visible random sampling of wiring connections.
- g. Inspect visible conduit system.

d) Electrical Connection – Inverters & Combiner Box

- a. Verify condition of inverters.
- b. Note condition of all circuit boards and electrical components.
- c. Check Voc & Isc of all strings (if required).
- d. Verify that all manufacturer updates and service bulletins have been performed.

- e. Coordinate inverter manufacturer service, if necessary.
- f. Perform all electrical connection torque tests.
- g. Inspect and clean heatsink, if applicable.
- h. Inspect and clean inverter exhaust fan and vents.
- i. Inspect and tighten connectors and lugs (inverter, transformer, disconnects).
- j. Oil and lubricate disconnects.
- k. Check all fuses for cleared fuse and replace any cleared fuses.
- l. Verify condition of wire transition junction boxes for weatherproofing, corrosion, and security of internal wiring connections.
- m. Verify condition of all DC and AC conduits and connections.
- n. Verify interior and exterior condition of DC combiner box(es).

e) Data Acquisition System (DAS)

- a. Clean all instrumentation and sensors and lubricate moving parts.
- b. Inspect and tighten connections.
- c. Check input signals.
- d. Confirm that pyranometer/sensor is aligned with the plane of the PV array.
- e. Log kWh readings from Inverters to meters, and compare data in a twenty-four (24) hour increment to monitoring system to verify proper calibration of meters and monitoring system.
- f. Check calibration of the weather station instruments, as necessary.

Inspection Services Not Included

- a. Weed abatement, mowing, or any other landscaping around array and immediate vicinity.
- b. Repair of fencing.
- c. Repair, replacement, or cleaning due to vandalism, theft, or accidental damage.
- d. Repair or replacement of light bulbs or lighting fixtures.
- e. Repairs not explicitly defined in this Exhibit B.
- f. Any services not included in this Agreement.
- g. Repairs not stated in the Agreement (Installer Warranty) are considered Additional Services and shall be billed on a time and materials basis per the rates in Exhibit F.
- h. Panel washing (Operator will advise Owner on panel washing frequency as needed maintain performance – Panel washing costs will be quoted as needed)
- i. Renewal of DAS subscription services, including cellular card and plan. If renewal is requested by Owner, Owner shall be billed on a time and materials basis per the rates in Exhibit F.

**EXHIBIT C
TO
PROFESSIONAL SERVICE AGREEMENT

INSURANCE**

Operator Insurance Requirements

1. Required Coverages. Operator shall carry and maintain with carriers or self-insurance, as a minimum, the following insurance coverages:
 - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employer's liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of disease on a per employee basis;
 - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
 - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Operator.
2. Policy Endorsements. Insurance coverages required to be maintained by Operator under this Agreement shall:
 - i. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
 - ii. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name Owner and others as may be reasonably required by Owner, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of Owner and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.
3. Certificates. Operator shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage's specified in this Attachment C to Owner upon Owner's reasonable request.

Owner Insurance Requirements

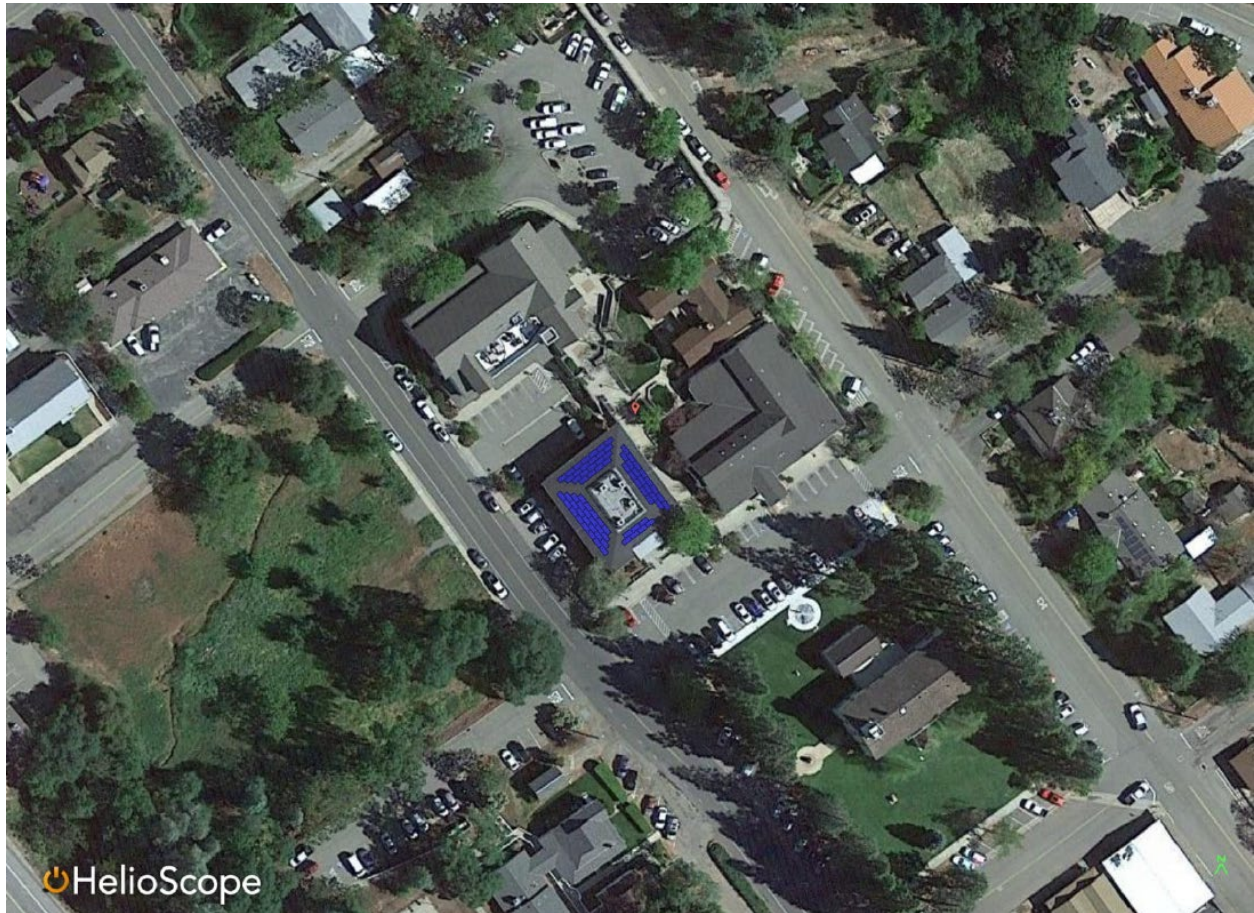
1. Required Coverages. Owner shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverages:
 - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of disease on a per employee basis;
 - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
 - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Property Risk Insurance. Amount equal to the replacement value of the Systems for loss or damage to the System by fire and lightning, vandalism, theft, malicious mischief, and extended coverage endorsement for all risks of physical loss.
 - v. Excess coverage of four million (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Operator.
2. Policy Endorsements. Insurance coverages required to be maintained by Owner under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
3. Certificates. Owner shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage's specified in this Attachment C to Operator upon Operator's reasonable request.

**EXHIBIT D
TO
PROFESSIONAL SERVICE AGREEMENT**

OPERATIONS AND MAINTENANCE SITES & SYSTEM SIZES

Hall of Records (31.50 kW DC)

4982 10th St., Mariposa CA 95338



County of Mariposa Jail (142.00 kW DC)

5379 Highway 49 North, Mariposa CA 95338



County of Mariposa Landfill (54.18 kW DC)

5593 Highway 49 North, Mariposa CA 95338



County of Mariposa Library (26.88 kW DC)

4978 10th St., Mariposa CA 95338



County of Mariposa Museum (45.36 kW DC)

5199 Jessie St., Mariposa CA 95338



County of Mariposa Public Works (63.00 kW DC)

4639 Ben Hur Rd., Mariposa CA 95338



County of Mariposa Rec Center (21.00 kW DC)

4998 County Park Rd., Mariposa CA 95338



**EXHIBIT E
TO
PROFESSIONAL SERVICE AGREEMENT**

Annual Energy Production Evaluation

A. Cumulative Annual Energy Production Measurement

The Cumulative Annual Energy Production is the actual AC electrical output in kilowatt-hours (kWh) for the Annual Production Period as measured and recorded by all of the Systems revenue meter(s) and adjusted for meter calibration error, if required.

B. Expected Annual Energy Production Calculation

At the completion of each Annual Production Period, the Operator shall update the software model of the Systems to calculate the Expected Annual Energy Production of the Systems for that period for comparison with the Cumulative Annual Energy Production of the same period. The model shall use the actual meteorological data and/or reference cell data from the performance monitoring system at the Site.

The input values used in the System Model shall include the following parameters based on the final installed System:

- Albedo
- Module orientation
- Shading
- Equipment models and configuration
- Module thermal parameters
- Ohmic losses
- Module quality and mismatch losses
- Soiling losses, adjusted for calendar month and washing frequency
- IAM losses

Hidden parameters and preferences within the model shall remain at default values unless noted and justified. All input parameter values and assumptions shall be provided with the model for review, and shall remain consistent from year to year.

The following factors shall be adjusted in the System Model each year of operation:

- Actual weather data for the Annual Production Period
- Smoke, dust, and other air pollutants
- Manufacturer Module degradation factors (Manufacturer Module Power Output Warranty)
- Adjustments per Section 5(g), 5(h), 5(i), and 5(j)

The final model calculation shall detail the Expected Annual Energy Production on an hourly basis (8760 hours per year) in addition to a total output value in kilowatt-hours (kWh).

C. Annual Energy Production Evaluation

The measured Cumulative Annual Energy Production value for the System shall be compared with the calculated Expected Annual Energy Production value and evaluated as described in Section 5, Operator's Guarantee, of this Agreement.

D. Modeled Annual Energy Production Calculation

The temperature-derate model used by Operator to determine the modeled level of production a System. The System losses, DC system size, CEC inverter efficiency, and the panel temperature coefficient is the accumulation of losses, degradation rates, and efficiencies which are evaluated on an annual basis. These losses are initially calculated upon project commissioning and will only be re-calculated if components fail, degrade, or are changed. Cell temperature and POA irradiance are real-time calculations based on measurements from a reference cell.

Our Operator's System model is a combination of System specifications, estimated soiling, shade expectations, degradation expectations. This model is calculated by using the single line as-built plans and a production summary report from HelioScope and are re-evaluated for accuracy on an Annual basis. The Modeled Energy equation is:

$$\text{Modeled Energy}(kW AC) = \sigma \times (1 - S) \times \frac{I}{1000} \times P \times (1 + \gamma \times (T - 25))$$

Where:

T = Cell Temperature

S = System Model Loss

I = POA Irradiance

P = DC System Size

σ = CEC Inverter Efficiency

γ = Temperature Coefficient of the Panel

This modeled production will be compared to actual measured production to calculate operational performance of the System. Unplanned System outages and soiling above expectations will be evaluated and included in System losses.

**EXHIBIT F
TO
PROFESSIONAL SERVICE AGREEMENT**

RATES FOR ADDITIONAL OPERATIONS & MAINTENANCE SERVICES

2024 RATE SCHEDULE

<u>Maintenance Services</u>	
<i>Journeyman Electrician/Technician</i>	<i>\$185</i>
<i>Electrician/Technician</i>	<i>\$170</i>
<i>Field Engineer/Inspector</i>	<i>\$175</i>
<u>Professional and Technical Services</u>	
<i>Project Manager/Principal Engineer</i>	<i>\$220</i>
<i>Associate Engineer</i>	<i>\$160</i>
<i>Project Assistant</i>	<i>\$95</i>
<u>Supplemental Services</u>	
<i>Module Cleaning</i>	<i>As Quoted</i>
<i>Cellular/Communication/Monitoring</i>	<i>As Quoted</i>

Other Costs

1. *Cost per truck roll for services above and beyond this Agreement to be invoiced at time and materials (T&M) rate listed above and dispatched per Owner's request.*
2. *Daily/Saturday Overtime will be billed at 1.5 times the hourly rates. Sunday/Holiday Overtime will be billed at 2 times the rates.*
3. *Direct Expenses and Module Cleaning (non-equipment) will be billed at cost plus 15%.*
4. *Mileage will be billed at the published IRS mileage rates in effect.*
5. *Travel time to and from Owner Sites will be billed at hourly rates shown above.*
6. *Federal published per diem rates (GSA) will apply if applicable.*
7. *Subcontractors will be billed at invoice price plus 15%.*
8. *Rates will escalate at Escalation Rate.*

EXHIBIT G
TO
PROFESSIONAL SERVICE AGREEMENT

TECHNOLOGY SERVICES

Responsibility is to improve energy efficiency by evaluating County of Mariposa energy use and implementing energy policies, strategies, programs, and energy measures.

A. Sites Included in Technology Services:

- Up to 7 sites and locations throughout County of Mariposa
 - Operator will include those sites where solar O&M services will be provided.

B. Reporting and Leadership Updates:

- Quarterly Utility bill analysis and energy monitoring review and discussion with County of Mariposa personnel to evaluate performance and make further improvements.
- Develop quarterly summary reports in coordination with County of Mariposa needs.
- Annual meetings with County of Mariposa staff to discuss energy project performance, any findings and review further opportunities to enhance energy efficiency.
- Annual Utility rate analysis for electric service accounts to optimize utility cost.

C. Solar Reporting and Leadership Updates:

- Monthly and quarterly solar production review for key County of Mariposa personnel overviewing high level trends focused on overall performance and financial impact.
- Annual summary to leadership of solar impact capturing key performance trends such as percent offset of utility electric, cost avoidance, and effect on sustainability efforts.

E. EIS Features:

License Size (Points):	122
EIS Hosting:	Operator-Hosted
Dashboard Hosting:	Operator-Hosted
Included Buildings:	Utility electric meters at (7) sites + solar/cogeneration meters
Included Operator Apps:	SiteView App, Bill Entry, mySiteIQ Dashboards
Configured SkySpark Apps:	Builder, Historian, Arc, Report/Favorites, Weather

F. EIS Data Sources:

<u>Data Sources:</u>	<u>Connection Method:</u>
Weather Data	Direct Query to Weather Data Service
Solar/Energy Storage Data	Direct Query to Available APIs or Recurring Email of CSV File
Utility Bill Data	Entered Via Bill Entry Service

G. EIS Implementation Services:

Operator will:

- Deploy and configure an instance of the Operator mySiteIQ® Optimize platform.
- Integrate available data from the listed data sources, and tag with the Project Haystack tagging convention augmented by the mySiteIQ® Optimize Data Model.
 - Unless otherwise specified, Operator will configure data queries and imports on the EIS side.
 - Operator will provide guidance to Owner’s team/contractor(s) as needed for setting up required trending or data access.
- Provide the apps listed above in “EIS Features”
 - Configure and test the included apps.
- Provide an Operator-hosted internal utility dashboard via mySiteIQ Optimize. Dashboard will track available utility usage, cost, and monthly variances vs. expectations. Dashboard will track available data from the following utilities and renewable sources:
 - Electricity
 - Solar
- Provide manual bill entry services

- Operator will manually enter the bill usage and cost information for the 20 account meters for the 10-year service term.
- Owner will be responsible for providing StelogIQ access to utility billing data via direct login, 3rd party authorization, and/or 3rd party utility data connection such as UtilityAPI.

H. Exclusions:

- Any hardware, software, programming, or services other than defined in this Agreement.
- Any work using proprietary naming conventions, libraries, or database management tools.
- Any costs or charges levied by EIS data providers for data access.
- Setting up trending at EIS data sources unless otherwise specified in the Scope of Services above.
- Re-tagging or re-integrating data due to changes by Owner or Owner's contractors. Operator's Technology Services include labor for integrating and tagging points one time. Re-tagging will be completed on a time and materials basis.
- Any building automation programming changes, commissioning, or retro commissioning.
- Any physical changes to equipment or building.
- Any and all other items not specified in this agreement scope.
- Any additional work requested by Owner will be completed on a time and materials basis.

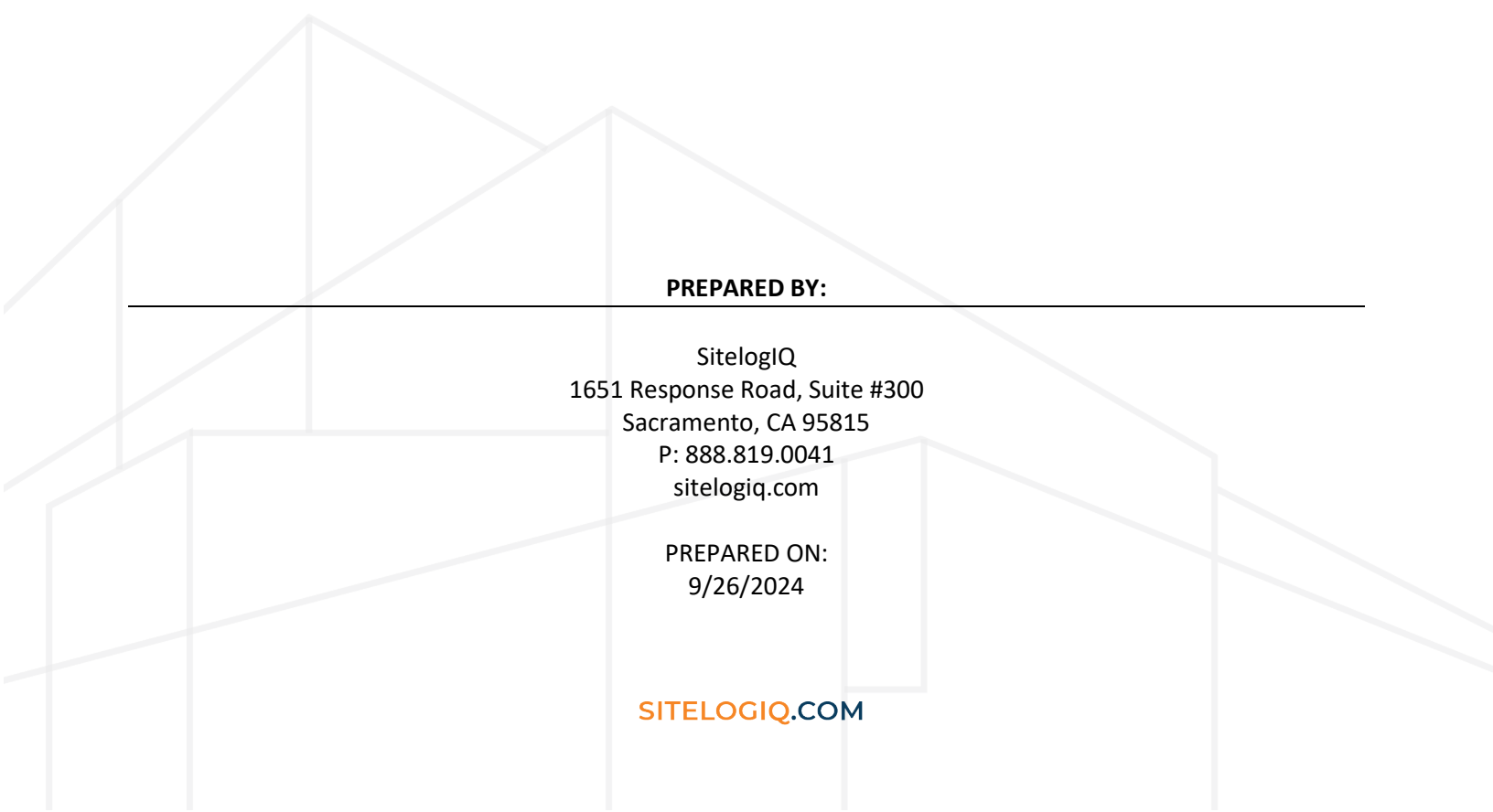


1651 Response Road, Suite #300
Sacramento, CA 95815

SOLAR PRODUCTION REPORT

County of Mariposa

5100 Bullion Street, 2nd Floor
Mariposa, CA 95338
P: (209) 966-3222



PREPARED BY:

SiteLogIQ
1651 Response Road, Suite #300
Sacramento, CA 95815
P: 888.819.0041
sitelogiq.com

PREPARED ON:
9/26/2024

SITELOGIQ.COM

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Environmental Benefit	5

Section A: Summary of Operations

SiteLogIQ completed the installation of a combined 383.92 kW DC Solar system across 7 sites within the County of Mariposa.

Site	System	System Type	PTO	Final Completion Date
HALL OF RECORDS 4982 10 th St., Mariposa CA	31.50	Roof Mount	5/25/2023	6/15/2023
JAIL 5379 Highway 49 North, Mariposa CA	142.00	Ground Mount	9/13/2022	6/15/2023
LANDFILL 5593 Highway 49 North, Mariposa CA	54.18	Roof Mount	6/29/2022	6/15/2023
LIBRARY 4978 10th St., Mariposa CA	26.88	Roof Mount	5/24/2023	6/15/2023
MUSEUM 5199 Jessie St., Mariposa CA	45.36	Carport	11/30/2022	6/15/2023
PUBLIC WORKS 4639 Ben Hur Rd., Mariposa CA	63.00	Carport	9/21/2022	6/15/2023
REC CENTER 4998 County Park Rd., Mariposa CA	21.00	Roof Mount	6/30/2022	6/15/2023

ASSET DETAILS

HALL OF RECORDS

Module: Canadian Solar CS3W-420P
Inverter(s): SolarEdge SE10000H-US [SI1-JUN20]
Monitoring System: SolarEdge

JAIL

Module: Canadian Solar CS3W-420P
Inverter(s): Canadian Solar CSI-40KTL-GS-FLB
Monitoring System: PowerTrack

LANDFILL

Module: Canadian Solar CS3W-420P
Inverter(s): SolarEdge SE30KUS
Monitoring System: SolarEdge

LIBRARY

Module: Canadian Solar CS3W-420P
Inverter(s): SolarEdge SE9KUS
Monitoring System: SolarEdge

MUSEUM

Module: Canadian Solar CS3W-420P
Inverter(s): Canadian Solar CSI-36KTL-GS-FLB
Monitoring System: PowerTrack

PUBLIC WORKS

Module: Canadian Solar CS3W-420P
Inverter(s): Canadian Solar CSI-60KTL-GS-B
Monitoring System: PowerTrack

REC CENTER

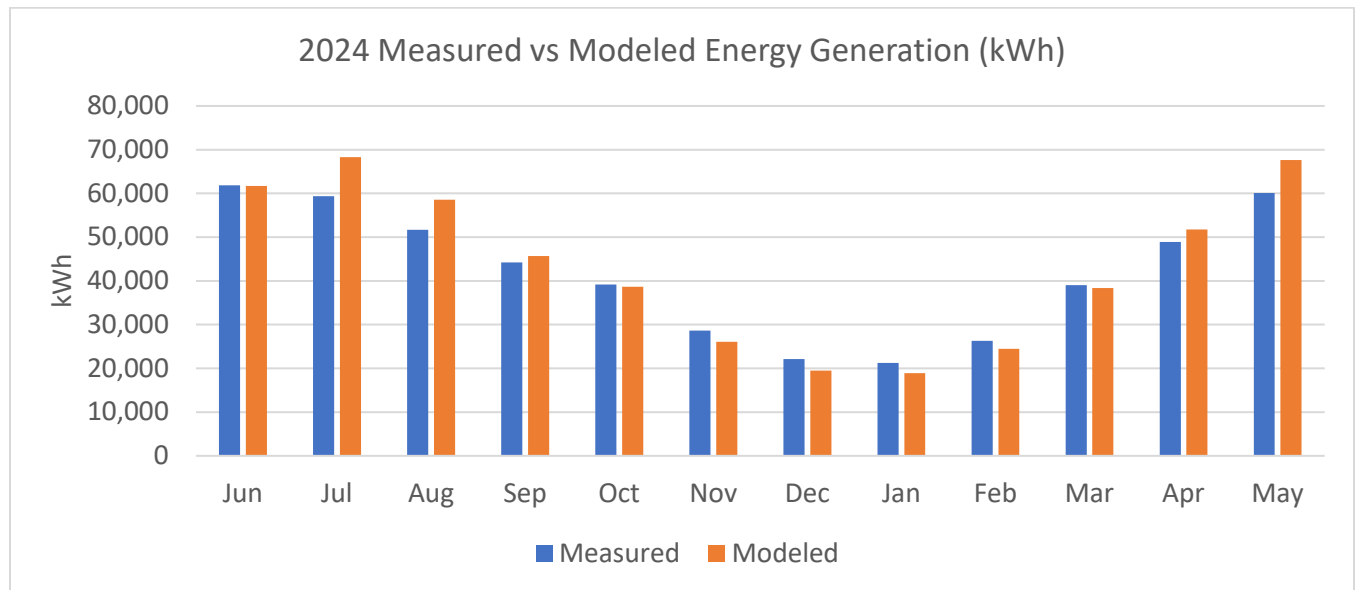
Module: Canadian Solar CS3W-420P
Inverter(s): SolarEdge SE6000H-US [240V][SI1-JUN20]
Monitoring System: SolarEdge

Section B: Monthly Energy Production with Performance

Overall System Performance

The system performed at expectations for most of the operational months in the June 2023 – May 2024 timeframe. Overall, the average system performance during this time was 96.8% of weather corrected (modeled) energy output with total solar generation of 502,691 kWh. The following graph displays the energy production compared to expectation for the June 2023 – May 2024 timeframe. Contracted system performance is evaluated by measured production / modeled production.

Actual	Modeled
502,691	519,484
	96.8%



Please note, energy corrections for interconnected lighting, communication outages, and other occurrences affecting total production outside of Operator's control has not been included.

Overall System Savings

During the above listed timeframe of June 2023 – May 2024, the system produced a total of 502,691 kWh. As a result of this production, both energy usage costs and energy demand costs were reduced for the County by roughly \$164,000.00. The table below shows the cost savings generated by the seven solar sites.

Cost Savings from Solar	
Cost Without Solar	\$279,008
Cost With Solar	\$114,974
Net Savings	\$164,034

Environmental Benefit

The data below was generated in the Greenhouse Gas Equivalencies Calculator on the epa.gov website. The “Measured Generation” number (502,691 kWh) in the Performance Data Table on the previous page was used to create the following benefit data: 502,691 kWh is the equivalent of 351 Metric tons of Carbon Dioxide (CO₂).

This is equivalent to greenhouse gas emissions from:

83.6 gasoline-powered passenger vehicles driven for one year	998,154 miles driven by an average gasoline-powered passenger vehicle
--	---

This is equivalent to CO₂ emissions from:

39,516 gallons of gasoline consumed	34,497 gallons of diesel consumed
387,022 pounds of coal burned	4.6 tanker trucks' worth of gasoline
45.8 homes' energy use for one year	69.3 homes' electricity use for one year
1.9 railcars' worth of coal burned	813 barrels of oil consumed
16,133 propane cylinders used for home barbecues	0.0001 coal-fired power plants in one year
0.0009 natural gas-fired power plants in one year	23,183,408 number of smartphones charged

This is equivalent to greenhouse gas emissions avoided by:

122 tons of waste recycled instead of landfilled	17.4 garbage trucks of waste recycled instead of landfilled
15,254 trash bags of waste recycled instead of landfilled	0.092 wind turbines running for a year

This is equivalent to carbon sequestered by:

5,807 tree seedlings grown for 10 years	410 acres of U.S. forests in one year
2.3 acres of U.S. forests preserved from conversion to cropland in one year	

County of Mariposa – Clean Energy Project

Presented By: SitelogIQ's

Central California Local Government Energy Team



INTRODUCTIONS



Jessica Ritter

Central California

Local Government Relations





- CLEAN ENERGY PROJECT OVERVIEW
- SOLAR PERFORMANCE DATA
- ENVIRONMENTAL BENEFITS
- OPERATION & MAINTENANCE AGREEMENT AMENDMENT
- Q&A

AGENDA

COUNTY OF MARIPOSA CLEAN ENERGY PROJECT OVERVIEW

Project Scope: LED Lighting, HVAC Re-design, Solar PV

LED Lighting Retrofits Installed at the Following County Facilities:

- County Government Center
- County Public Works Facility
- County Solid Waste Landfill
- County Sheriff's Office
- County Museum
- County Jail
- County Health & Human Services Building
- County Recreation Facility

Solar Photovoltaic Systems Installed at the Following County Facilities

- County Jail
- County Museum
- County Public Works Facility
- County Solid Waste Landfill
- County Recreation Facility
- County Library
- County Hall of Records

HVAC Re-Design & Replacement

- County Government Center



SOLAR PERFORMANCE DATA

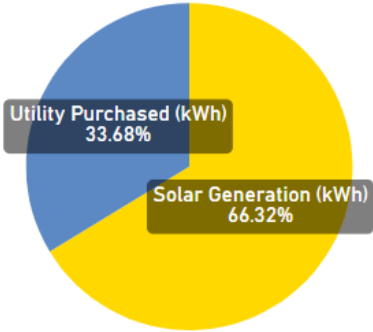
Overall Solar System Savings:

During the timeframe of June 2023 – May 2024, the system produced a total of 502,691 kWh. As a result of this production, both energy usage costs and energy demand costs were reduced for the County by roughly \$164,000.00. The table below shows the cost savings generated by the seven solar sites

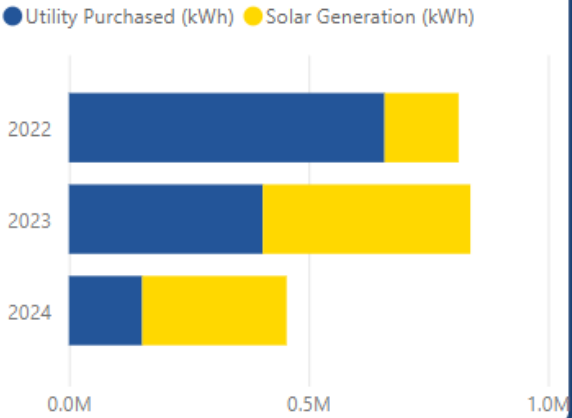
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Mariposa County Energy Dashboard

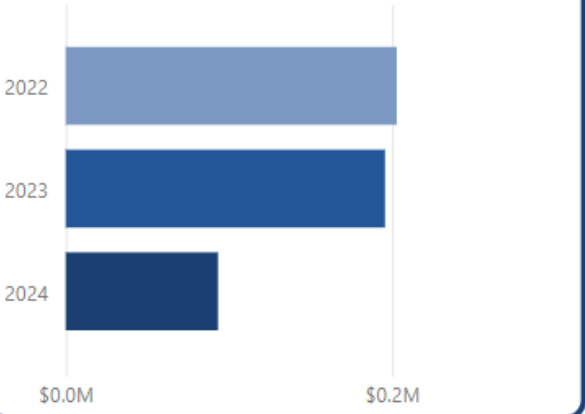
Solar Generation by Month (kWh)



Total Electric Usage by Year (kWh)



Total Electric Cost by Year (\$)



ENVIRONMENTAL BENEFITS

The “Measured Generation” number of (502,691 kWh) was used to create the following benefit data table.

502,691 kWh’s generated is the equivalent of removing 351 Metric tons of Carbon Dioxide (CO₂) from the environment

This is equivalent to greenhouse gas emissions from:

83.6 gasoline-powered passenger vehicles driven for one year ?	898,154 miles driven by an average gasoline-powered passenger vehicle ?
--	---

This is equivalent to CO₂ emissions from:

39,516 gallons of gasoline consumed ?	34,497 gallons of diesel consumed ?
387,022 pounds of coal burned ?	4.6 tanker trucks' worth of gasoline ?
45.8 homes' energy use for one year ?	69.3 homes' electricity use for one year ?

The data above has been generated by the EPA Greenhouse Gas Equivalencies Calculator.

OPERATION AND MAINTENANCE AGREEMENT AMENDMENT

- Previous O&M Agreement Annual Cost: \$11,400, escalating 3% annually
- New O&M Agreement Annual Cost: \$14,720.00, escalating 3% annually

Reasons for the increase:

The original O&M agreement was based on a combined solar system size of 378.70 kW-DC installed across 6 sites, with a total of (9) inverters and (912) modules. Each site had one interconnected meter, for a total of (6) meters. Due to an un-documented sewer pipeline easement in the parking lot at the Government Center, the carport solar install could not proceed as originally intended and was resolved by splitting up the carport system size and installing the solar panels on the rooftops at the County Hall of Records and County Library. This resulted in a new total system size of (383.92 kW-DC), and a new module count of (914).

The increase in number of sites and interconnected meters (from 6 to 7), and an increase in quantity of inverters (9 to 16) requires an increase in the Year 1 contract price of \$3,320.00, which accounts for the additional time needed for remote monitoring, annual inspection services and management services.



Thank You

Jessica Ritter

Central California Local Government Relations

M 559.547.1834

E Jessica.ritter@sitelogiq.com



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Receive a Presentation by Behavioral Health Deputy Director, Providing an Update on the CARE Act

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation by Behavioral Health Deputy Director, Providing an Update on the CARE Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Board has not received a presentation on the CARE Act in prior years, however they often receive presentations on other items.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not hear the presentation they will miss the opportunity to learn about the CARE Act.

FINANCIAL IMPACT

None

ATTACHMENTS

1. BOS PP CARE ACT Overview-of-CARE-Act-and-Process (1)
2. Power Point and Handout given day off meeting



THE COMMUNITY ASSISTANCE, RECOVERY, AND EMPOWERMENT (CARE) ACT

An Overview

**Mariposa County Health & Human Services
Board of Supervisors - November 6, 2024**

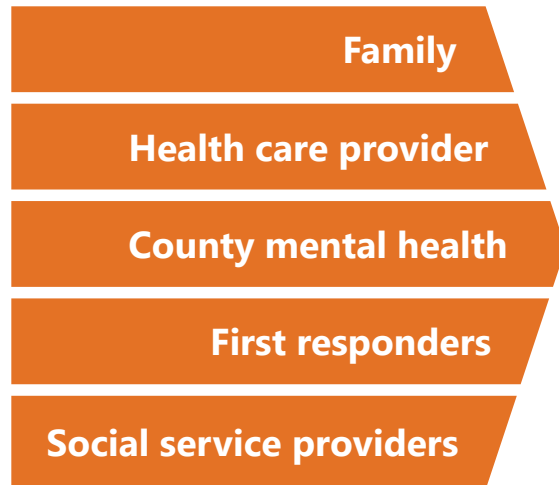
What does the CARE Act do?

- » The CARE Act creates a new pathway to deliver mental health and substance use disorder treatment and support services to eligible individuals who are untreated or are unstabilized within the schizophrenia spectrum or other psychotic disorders.
- » The CARE Act allows the court to order the county to provide behavioral health treatment in community-based settings.
- » The individual enters this pathway when a petitioner requests court-ordered treatment, services, supports, and housing resources under the CARE Act, for an eligible individual (or “respondent”).

CARE Act At a Glance

PATHS IN

Paths **in** for people with untreated psychotic disorders who meet health and safety criteria. A range of people can refer someone to get help.



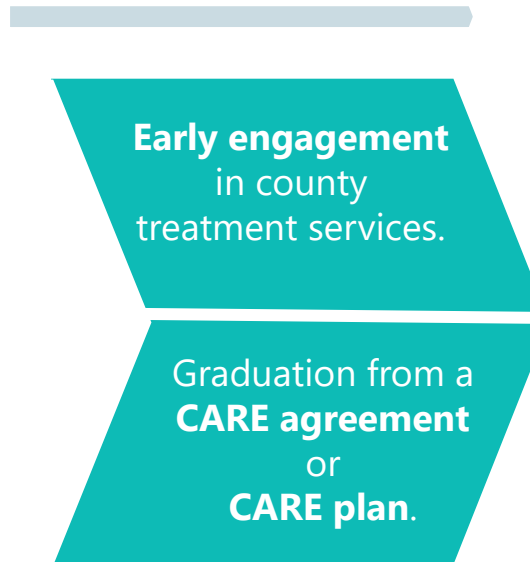
CARE PROCESS

New civil court process to **connect and prioritize** treatment, support services, and housing.



PATHS OUT

There are many paths **out** of the CARE process.



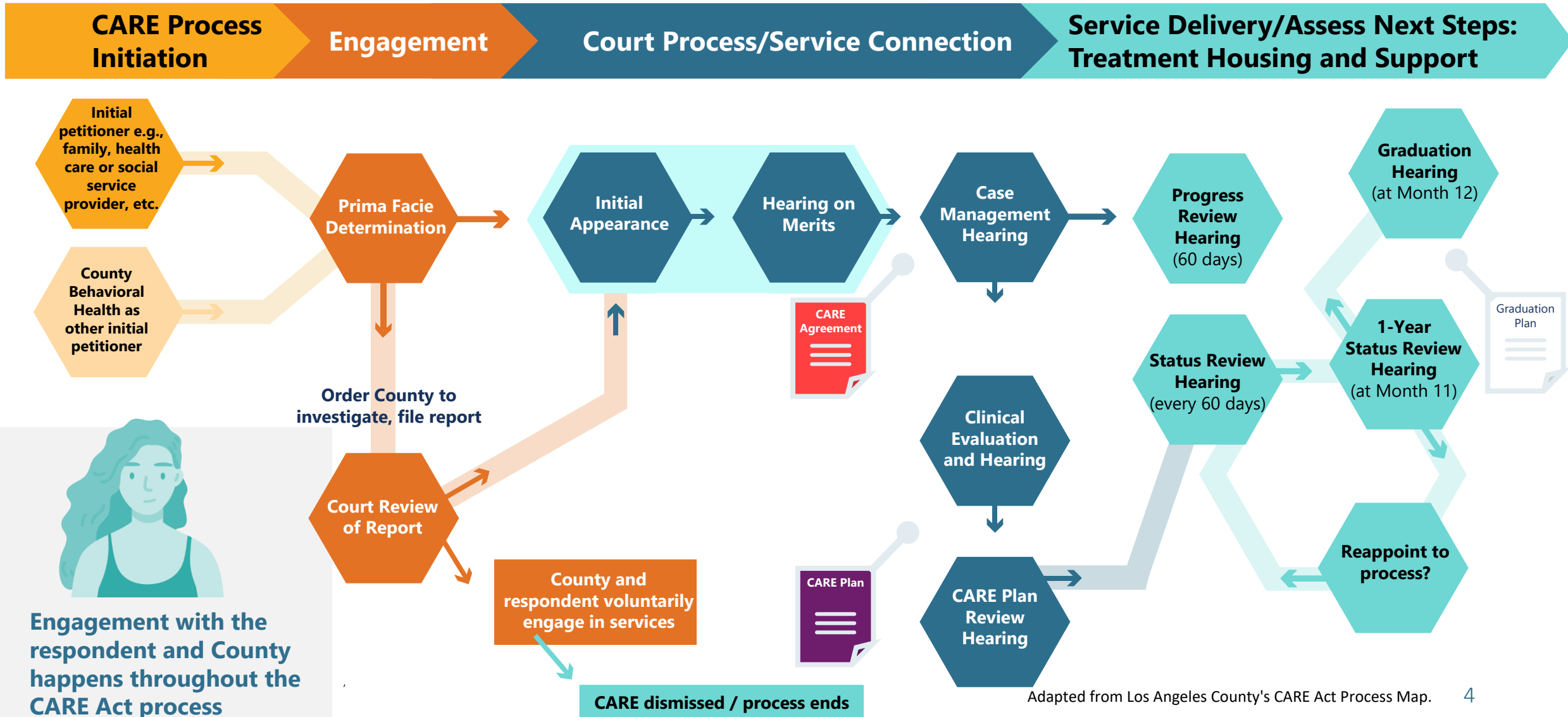
HELP CONTINUES

At the end of the process, help can continue.



For an introduction to the CARE Act, [CARE Act at a Glance](#) brief.

What Does the Court Process Look Like?



Different Paths After the Petition

Overview of Similarities & Differences



What's in a CARE Agreement or CARE Plan?



For more information, visit the training [Overview of CARE Agreement & CARE Plan](#) and [California Welfare and Institutions Code \(W&I Code\) section 5982](#).

Overview of CARE Act Roles



**Participant/
Respondent**



Petitioner



**Volunteer
Supporter**



**County
Behavioral
Health
Agency**



**Housing &
Community
Supports
Providers**



**Court/
Counsel**

Participant Criteria



“Respondent” is a legal term to refer to the person participating in the CARE Act Process. You’ll hear this term being used in the court room and potentially other settings.

- » Potential clients/respondents are **Adults with a diagnosis of Schizophrenia Spectrum or other psychotic disorders AND ALL of BELOW:**
- **Have severe and persistent symptoms, interfering substantially with primary activities of daily living (ADLs)**
 - **An inability to maintain functioning,**
 - **Are not stabilized or not treated,**
 - **Are either unlikely to survive safely/independently AND the condition is deteriorating OR services and support are needed to prevent further deterioration,**
 - **Participation in CARE Act is the least restrictive alternative, AND**
 - **Will likely benefit from the CARE process**



Petitioner

» **A Petitioner could include:**

- **Family members**
 - **Limited to a parent, spouse, sibling, child or grandparent**
- **A mental health professional or other service provider who is treating or has recently treated the client/respondent**
- **The director of a hospital in which the client/respondent was recently or is hospitalized**
- **The directors of public service agencies, such Behavioral Health (BH), Adult Protective Services (APS), Public Guardian or Public Conservator (PG/PC)**
- **A First Responder who has had repeated contact with the Respondent**
- **Homeless outreach worker**
- **A roommate/housemate**
- **The client/respondent can self petition**

For more information, visit [CARE Act Resources For Petitioners](#).

Volunteer Supporter



» **An adult chosen by the respondent to provide support throughout the CARE process and to promote the respondent's preferences, choices, and autonomy.**

Work with the client on how to maintain autonomy and decision-making authority over their own life.

Includes navigating a CARE agreement or CARE plan, developing a graduation plan, & establishing a Psychiatric Advance Directive (PAD).

Work with the client on communicating the client's preferences for the plan.

In all instances, respect the client's preferences, values and beliefs.

For more information, visit the [Supporter Role in the CARE Act brief](#) and [The Supporter Role in the CARE Act](#) training materials.



County Behavioral Health Agency

- » **County mental health or contracted mental health provider**
- » **Includes Full-Service Partnership (FSP) mental health services**
- » **Examples of BH CARE Court Team members:**
 - **Supervisor**
 - **Licensed or waived clinicians (LCSW, LMFT, Psychologist)**
 - **Psychiatrist, or other Medication Prescriber**
 - **Case Managers including:**
 - **Substance use disorder (SUD) Specialist**
 - **Housing Specialist**
 - **Employment Specialist**
 - **Peer Specialists/Community Health Workers**
 - **Nurses**

Housing & Community Supports Providers



- **Housing Specialists**
- **Housing Resources**
- **Community Partners**
- **Community Supports**

For more information, visit the [CARE Act Fact Sheet](#) and [2022 California Welfare and Institutions Code](#).



Judicial & Legal

Counsel for Behavioral Health

- Representing county behavioral health
- County counsel or other designated Attorney

Public Defender

- Representing the respondent's interests and rights
- Court-appointed regardless of ability to pay

Judge

- Neutral arbiter
- Will strive to conduct CARE proceedings in informal, non-adversarial atmosphere
- Can provide a "black robe" effect, encouraging adherence

For more information, visit the [CARE Act Fact Sheet](#) and the [Legal Roles in the CARE Act](#) brief.

CARE Act Resource Center

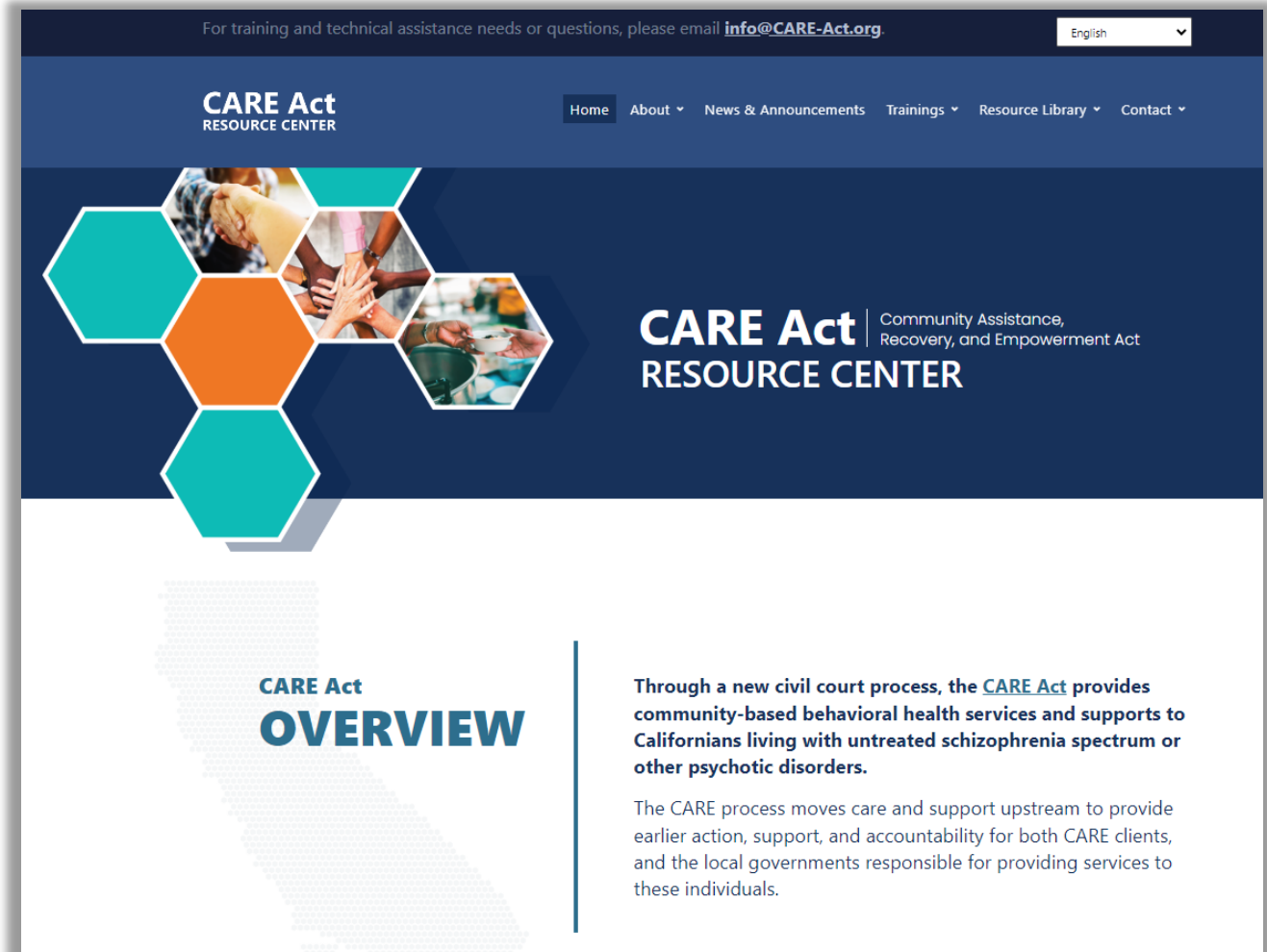
» Resources

- Training and Resource library
- Upcoming Trainings
- County Directory
- Frequently Asked Questions (FAQs)

» Ways to contact

- [Listserv](#)
- [Technical assistance \(TA\) request form](#)
- [Data TA request form](#)
- [Stakeholder feedback form](#)
- Email: info@CARE-Act.org

[CARE-Act.org](https://www.CARE-Act.org)



Questions?

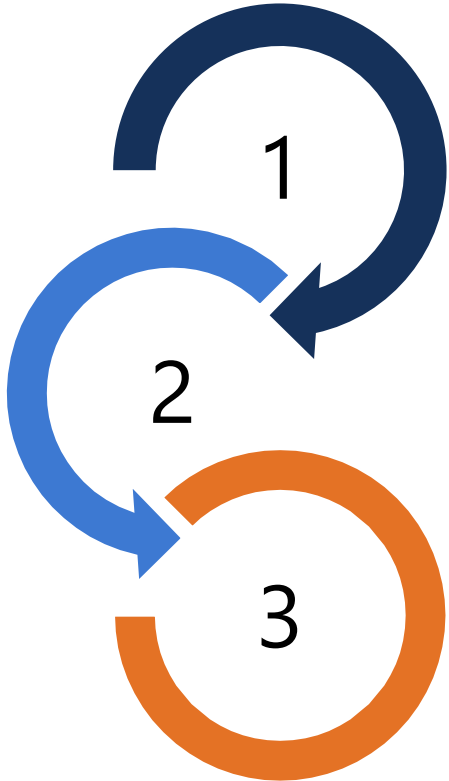
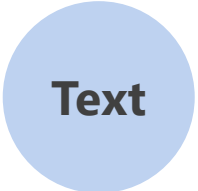
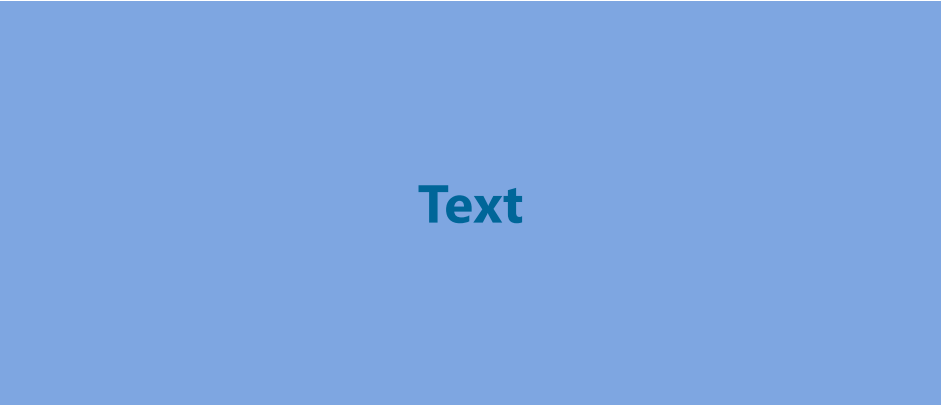
CARE-Act.org | info@CARE-Act.org

**Mariposa County Behavioral Health
CARE Court Supervisor, Saxon Amborn
Local Mental Health Director, Sheila Baker
hhsa.carecourt@mariposacounty.org
209-966-2000**

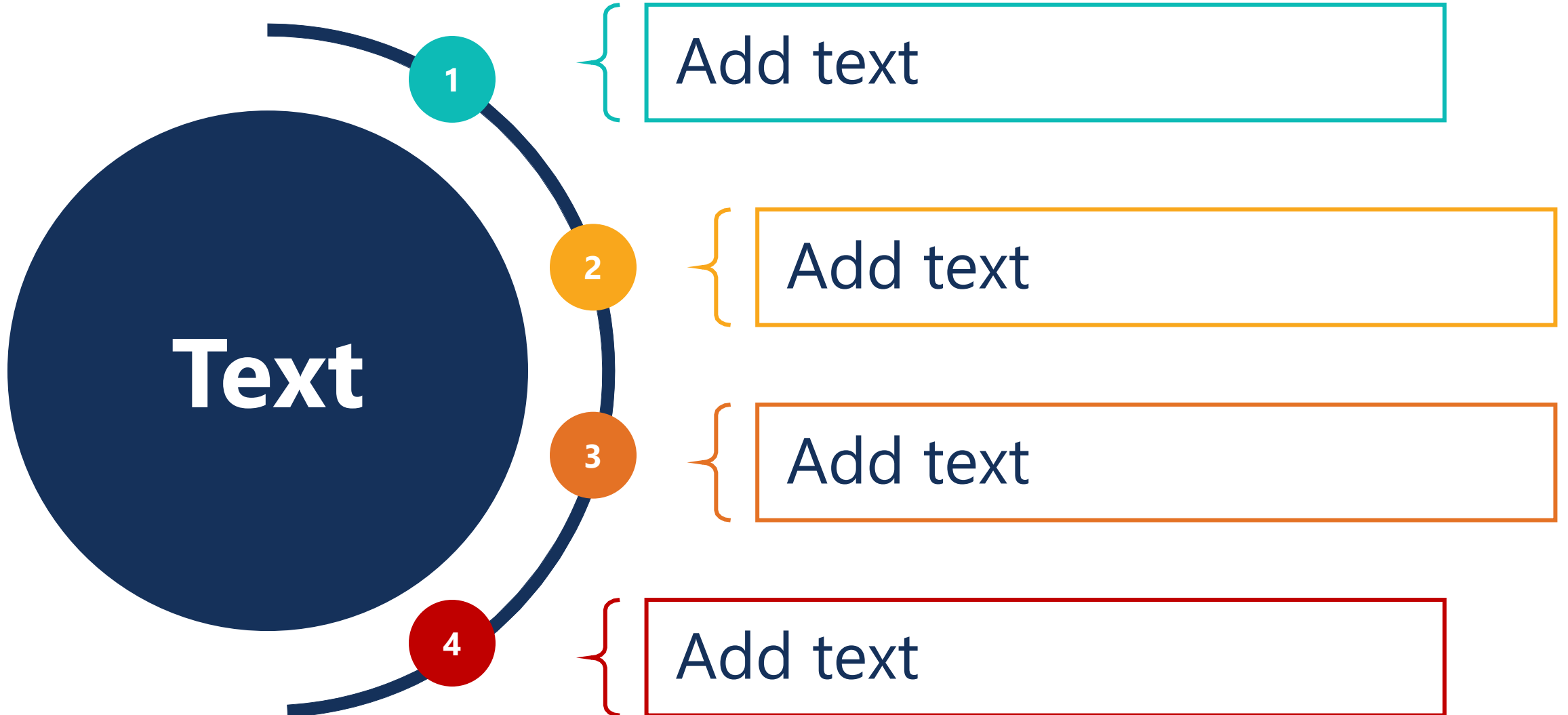
A decorative graphic consisting of two overlapping wavy lines. The top line is a medium blue color, and the bottom line is a darker blue color. They both curve from left to right, creating a sense of movement and flow.

**California SB 1338, SB 35, SB 42
Amendments, WIC 5970-5987**

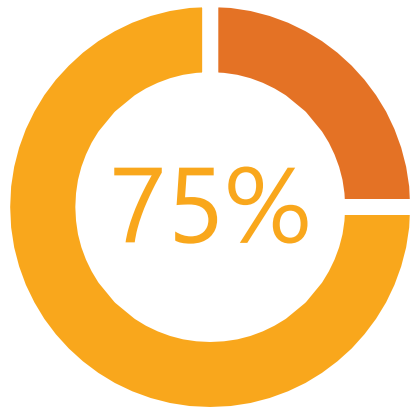
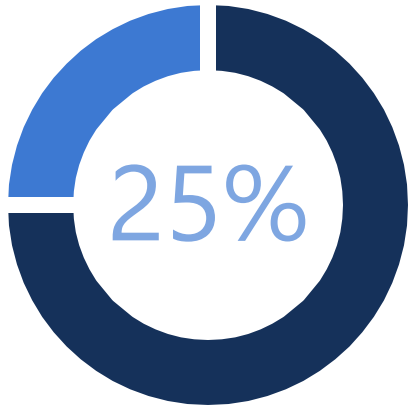
Basic Shapes



Basic Shapes



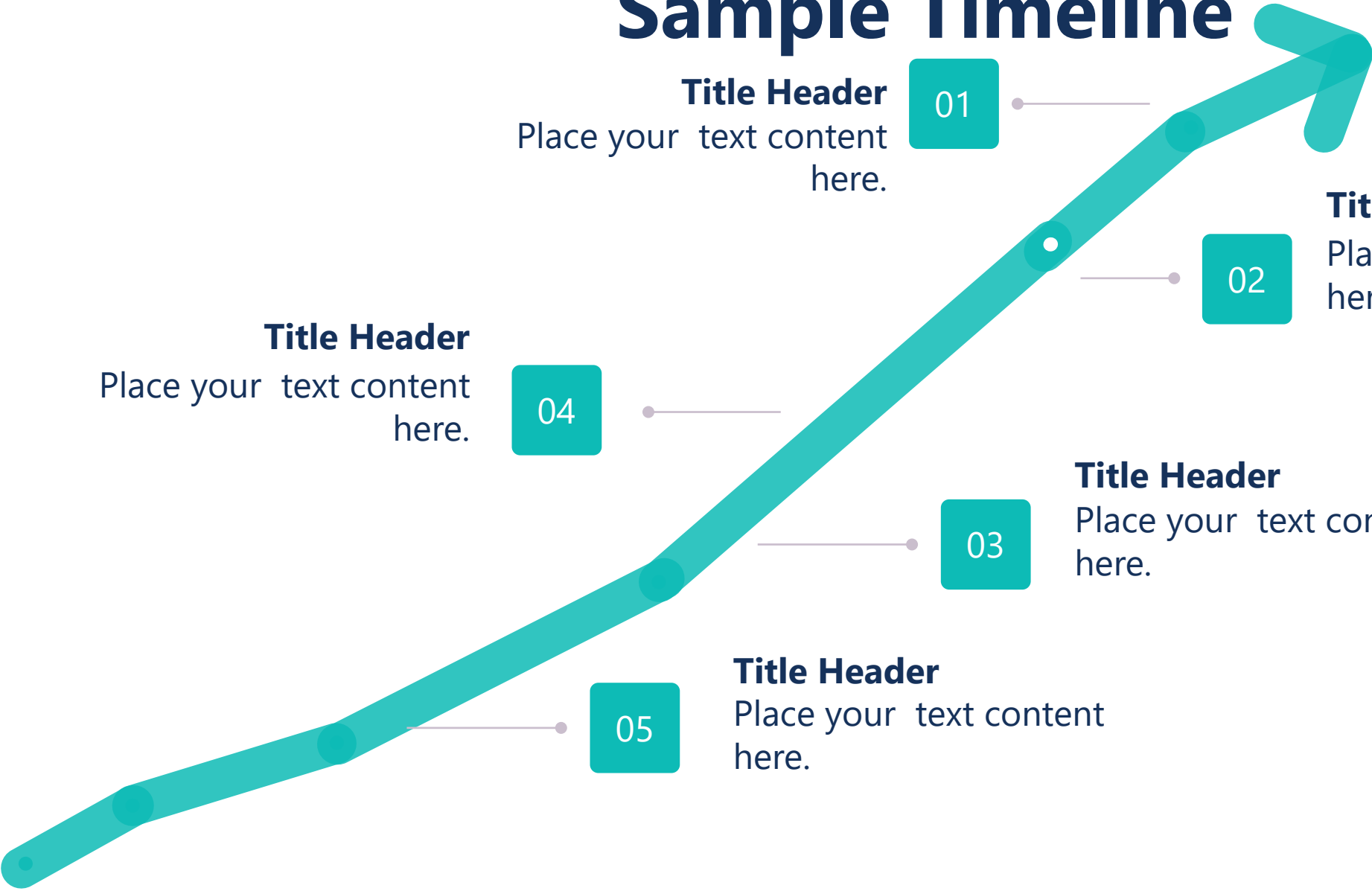
Icon Library



Icon Library



Sample Timeline



Title Header

Place your text content here.

01

Title Header

Place your text content here.

02

Title Header

Place your text content here.

04

Title Header

Place your text content here.

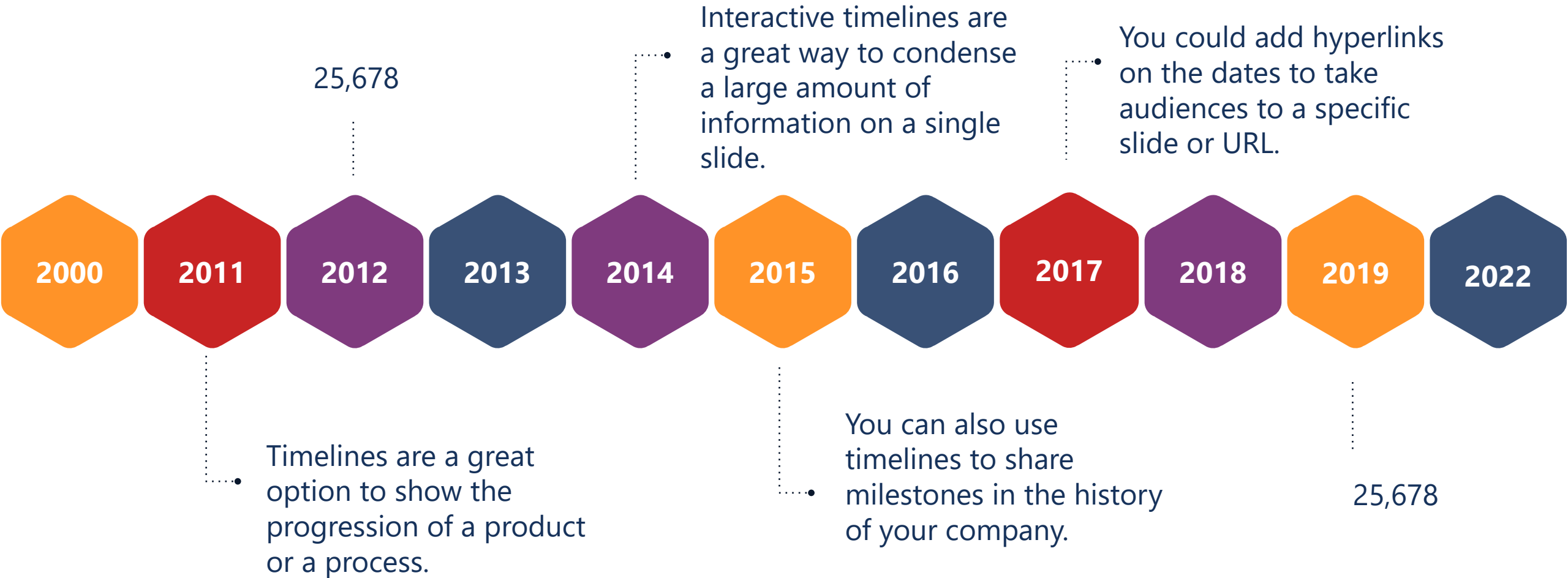
03

Title Header

Place your text content here.

05

Timeline Layout



Timeline Layout



Title 01

In this area, you can place text to describe the first item in the timeline.



Title 02

For each item in the timeline, you can also display an image or a movie.



Title 03

Interactive timelines allow you to turn static information into engaging content.

Steps



LOREM IPSUM

Lorem ipsum dolor
sit amet,
consectetur
adipiscing elit, sed
do eiusmod tempor
incididunt ut labore
et dolore magna
aliqua.

#1 MONTH



LOREM IPSUM

Lorem ipsum dolor
sit amet,
consectetur
adipiscing elit, sed
do eiusmod tempor
incididunt ut labore
et dolore magna
aliqua.

#2 MONTH



LOREM IPSUM

Lorem ipsum dolor
sit amet,
consectetur
adipiscing elit, sed
do eiusmod tempor
incididunt ut labore
et dolore magna
aliqua.

#3 MONTH



LOREM IPSUM

Lorem ipsum dolor
sit amet,
consectetur
adipiscing elit, sed
do eiusmod tempor
incididunt ut labore
et dolore magna
aliqua.

#4 MONTH

Roadmap Slide



A Path Forward



Summary or List



Ideas	Trait 1	Trait 2	Trait 3	Trait 4
Idea 1				
Idea 2				
Idea 3				
Idea 4				





THE COMMUNITY ASSISTANCE, RECOVERY, AND EMPOWERMENT (CARE) ACT

An Overview

**Mariposa County Health and Human Services Agency
Board of Supervisors - November 12, 2024**

What does the CARE Act do?

» The CARE Act creates a new pathway to deliver mental health and substance use disorder treatment and support services to eligible individuals who are untreated or are unstabilized within the schizophrenia spectrum or other psychotic disorders.

» The CARE Act allows the court to order the county to provide behavioral health treatment in community-based settings.

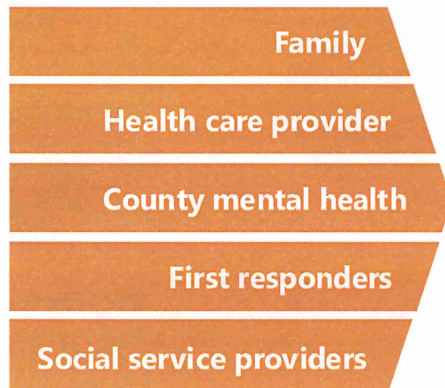
» The individual enters this pathway when a petitioner requests court-ordered treatment, services, supports, and housing resources under the CARE Act, for an eligible individual (or “respondent”).



CARE Act At a Glance

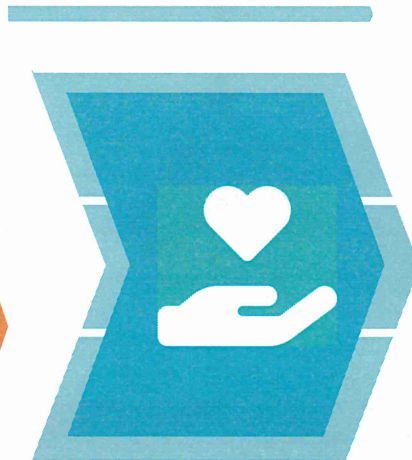
PATHS IN

Paths **in** for people with untreated psychotic disorders who meet health and safety criteria. A range of people can refer someone to get help.



CARE PROCESS

New civil court process to **connect and prioritize** treatment, support services, and housing.



PATHS OUT

There are many paths **out** of the CARE process.



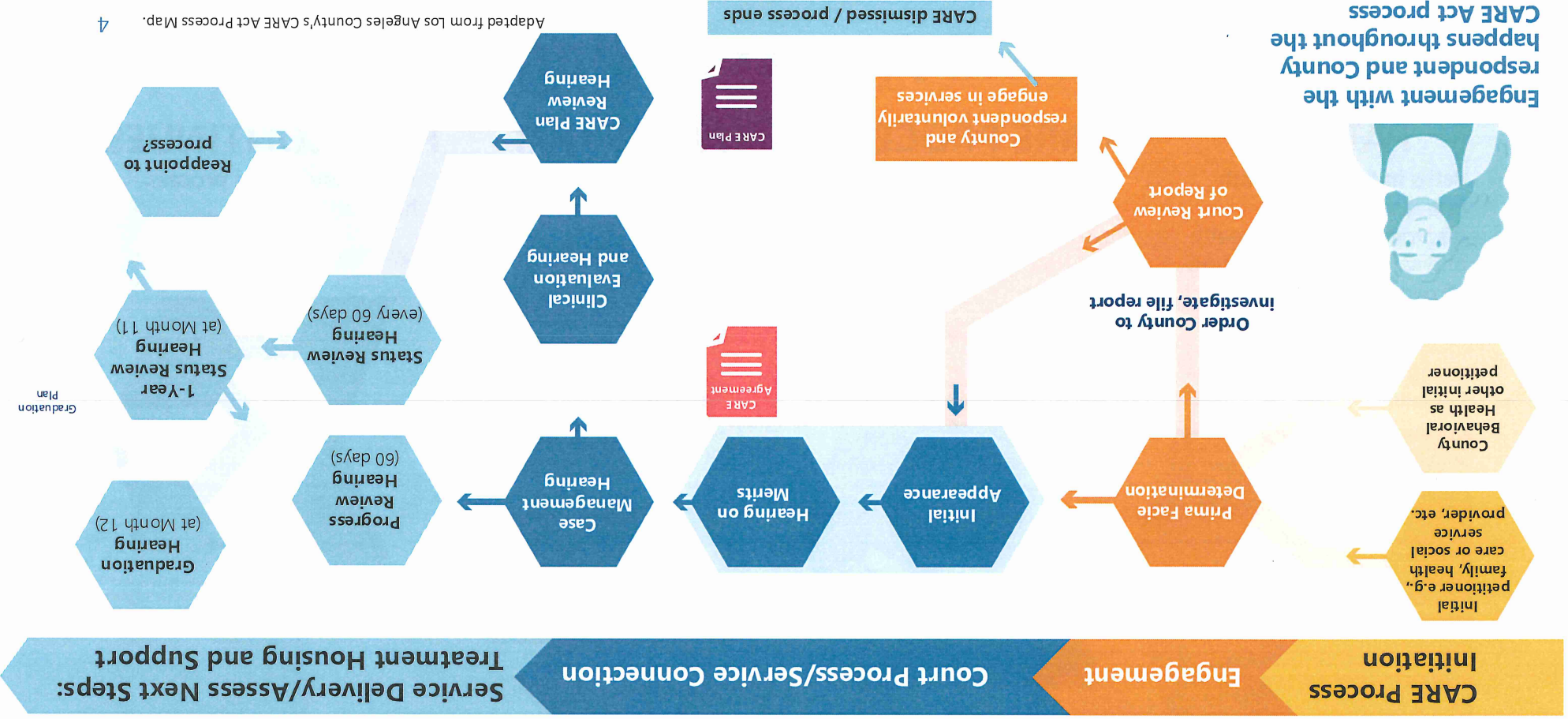
HELP CONTINUES

At the end of the process, help can continue.



For an introduction to the CARE Act, [CARE Act at a Glance](#) brief.

What Does the Court Process Look Like?



Different Paths After the Petition

Overview of Similarities & Differences



What's in a CARE Agreement or CARE Plan?

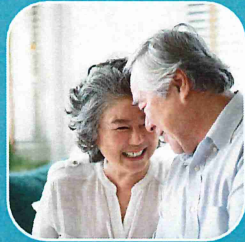


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Overview of CARE Act Roles



**Participant/
Respondent**



Petitioner



**Volunteer
Supporter**



**County
Behavioral
Health
Agency**



**Housing &
Community
Supports
Providers**



**Court/
Counsel**

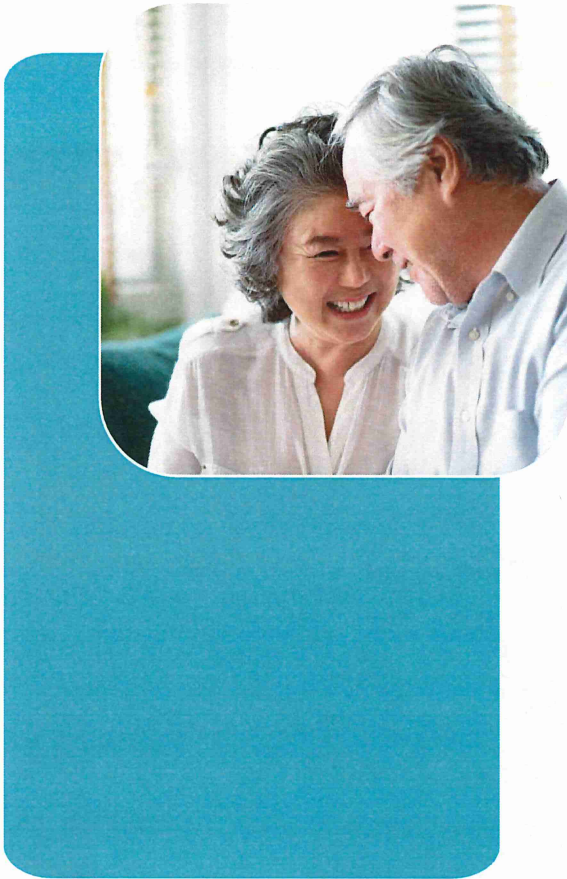


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Participant Criteria

- » Potential clients/respondents are Adults with a diagnosis of Schizophrenia Spectrum or other psychotic disorders AND ALL of BELOW:
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 - An inability to maintain functioning, Are not stabilized or not treated,
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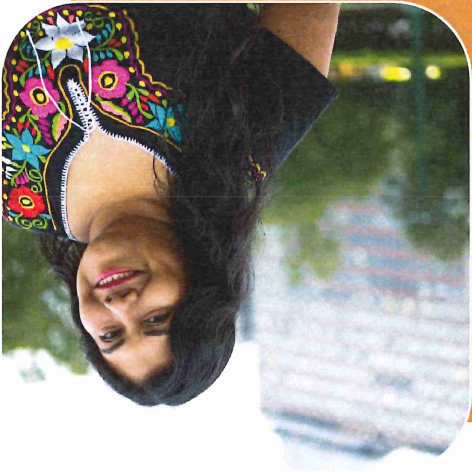
For more information, visit the [CARE Act Eligibility Criteria](#) brief and [Eligibility in Practice](#) training materials.



Petitioner

- » **A Petitioner could include:**
 - **Family members**
 - **Limited to a parent, spouse, sibling, child or grandparent**
 - **A mental health professional or other service provider who is treating or has recently treated the client/respondent**
 - **The director of a hospital in which the client/respondent was recently or is hospitalized**
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Work with the client on how to maintain autonomy and decision-making authority over their own life.

Work with the client on communicating the client's preferences for the plan.

Includes navigating a CARE agreement or CARE plan, developing a graduation plan, & establishing a Psychiatric Advance Directive (PAD).

In all instances, respect the client's preferences, values and beliefs.

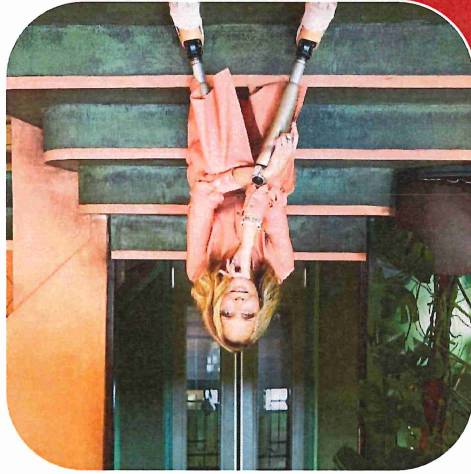
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County Behavioral Health Agency

- » **County mental health or contracted mental health provider**
- » **Includes Full-Service Partnership (FSP) mental health services**
- » **Examples of BH CARE Court Team members:**
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 - **Licensed or waived clinicians (LCSW, LMFT, Psychologist)**
 - **Psychiatrist, or other Medication Prescriber**
 - **Case Managers including:**
 - **Substance use disorder (SUD) Specialist**
 - **Housing Specialist**
 - **Employment Specialist**
 - **Peer Specialists/Community Health Workers**
 - **Nurses**

For more information, visit the [CARE Act Fact Sheet](#) and [2022 California Welfare and Institutions Code](#).



Housing & Community Supports Providers

- Housing Specialists
- Housing Resources
- Community Partners
- Community Supports

For more information, visit the [CARE Act Fact Sheet](#) and [2022 California Welfare and Institutions Code](#).

Judicial & Legal



Counsel for Behavioral Health

- Representing county behavioral health
- County counsel or other designated Attorney

Public Defender

- Representing the respondent's interests and rights
- Court-appointed regardless of ability to pay

Judge

- Neutral arbiter
- Will strive to conduct CARE proceedings in informal, non-adversarial atmosphere
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For more information, visit the [CARE Act Fact Sheet](#) and the [Legal Roles in the CARE Act](#) brief.

CARE Act Resource Center

» Resources

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- Upcoming Trainings
- County Directory
- Frequently Asked Questions (FAQs)

» Ways to contact

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- [Technical assistance \(TA\) request form](#)
- [Data TA request form](#)
- [Stakeholder feedback form](#)
- Email: info@CARE-Act.org
- [CARE-Act.org](#)



Questions?

CARE-Act.org | info@CARE-Act.org

**Mariposa County Behavioral Health
CARE Court Supervisor, Saxon Amborn
Local Mental Health Director, Sheila Baker
hhsa.carecourt@mariposacounty.org
209-966-2000**



**California SB 1338, SB 35, SB 42
Amendments, WIC 5970-5987**

Mariposa County

WHAT

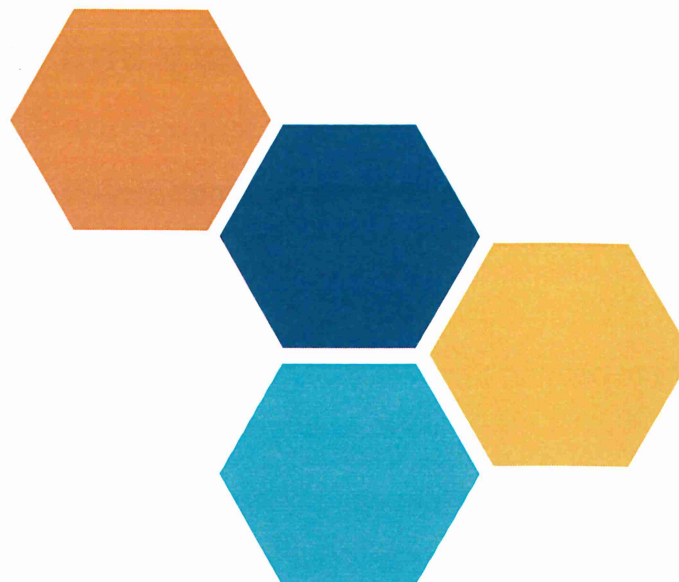
The CARE Act is a **new civil court process** providing community-based mental health services to eligible people. It **prioritizes treatment, housing, and community support.**

WHO

Eligible Mariposa county residents living with **untreated schizophrenia spectrum or other psychotic disorders.**

HOW

A wide range of people can request an individual to enter the **CARE process.** The process will connect eligible individuals with services to support their recovery and stability.



More Information

CARE-Act.org

1-209-966-2000 or 1(800)549-6741

For questions contact -

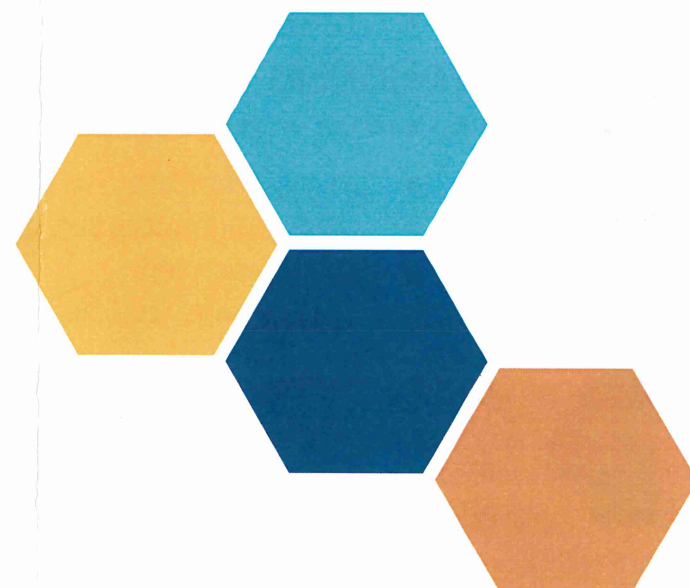
Saxon Amborn CARE Court Supervisor
1-209-966-2000 (main)
hhsa.carecourt@mariposacounty.org



CARE Act

Community Assistance,
Recovery and
Empowerment Act

Find CARE in Mariposa County



CARE Act Community Assistance, Recovery and Empowerment Act



GOALS

The CARE Act supports a self-determined path to mental wellness and recovery. It is intended to be a process that can be supported and served by existing programs, providing a way for people to stabilize and exit homelessness.



CARE PROCESS

The CARE Act allows specified adults to petition a civil court to begin CARE Act proceedings. They are called "petitioners". The subject of that petition (the person who would benefit from services) is called the "participant" or "respondent." A court review will then determine eligibility. If eligible, the court will work with the participant and their attorney to create a voluntary CARE agreement or court-ordered CARE plan that connects them with services. There will be status review hearings to review progress and challenges. After 12 months, the participant may graduate from the program, or they may continue up to another year.



ELIGIBILITY

Eligibility is determined on a case-by-case basis. Homelessness and mental illness alone are not enough to meet eligibility requirements. Some of the criteria include:

- 18 years or older
- A diagnosis of schizophrenia spectrum or other psychotic disorders
- Not clinically stabilized in ongoing voluntary treatment or untreated
- CARE must be the least restrictive alternative to provide recovery and stability



PETITIONERS

A wide range of people can petition the court for someone to get help. Some examples include:

- Family members
- Health care/social services providers
- First responders
- County behavioral health agency



CARE CONTINUES

After graduating from the CARE process, the participant remains eligible for ongoing treatment, supportive services, and housing in the community to support long-term recovery.





MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Steve Engfer, Planning Director
RE: Discussion and Direction Regarding Historic Sites and Records Preservation Commission (HSRPC) Work Plan and Implementation

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding Historic Sites and Records Preservation Commission (HSRPC) Work Plan and Implementation.

The HSRPC was established and charged by the Board of Supervisors with preserving Mariposa County's historic resources per Mariposa County Code Section 2.90. Specifically, per Mariposa County Code Section 2.90.060, HSRPC has the following duties and responsibilities that relate to the attached work plan:

- A. "The commission shall maintain a system for survey and inventory of historic properties. The commission shall be responsible for organizing, developing, and administering an inventory of cultural and historic resources within the county of Mariposa and shall develop procedures for conducting an inventory of such resources. The commission shall adopt state guidelines for conducting surveys and compiling inventories of historic properties and shall use state-approved inventory forms (DPR 523), encoding sheets (DPR 660), and the California Historic Resources Inventory Survey Workbook. Procedural standards for evaluation of properties shall be consistent with the National Register of Historic Places criteria..."
- B. "The commission shall be responsible for overseeing the compiling, recording, and updating of information on cultural and historic resources within the county..."
- C. "The commission shall maintain the official "Mariposa County List of Buildings or Structures, Sites and other Historical Resources with Special Historical or Architectural Significance" which shall list all buildings and structures determined by the board of supervisors to be historically or architecturally significant..."
- D. "The commission may publish procedural rules for registering historic properties which are identified in the county historic and cultural resources survey program in the National Register of Historic Places in accordance with the requirements of the National Historic Preservation Act, section 101(c)(2). However, the commission does not have the authority to nominate properties directly to the National Register. The commission shall review all nominations to the National Register which involve county property."
- E. "The commission shall review all discretionary private development projects which may impact an historic or archaeological site in the county upon referral from the board of supervisors, planning commission, or a county department head..."

- F. "The commission shall review all public projects undertaken by the county or other government agency which may impact an historic or archaeological site upon referral from the board of supervisors or a county department head..."
- G. "The commission may review county policies and ordinances which regulate or affect historic or archaeological sites and may make recommendations to the board on historic site preservation policies and ordinances."
- H. "The commission may review new names proposed for roads in the county-maintained system for historical significance and may make recommendations to the board of supervisors on the proposed road name."
- I. "The commission shall evaluate county records for measures to preserve such historical records."
- J. "The commission may recommend to the board of supervisors measures designed to preserve and/or restore the integrity of historic buildings, structures, sites, and other historical resources."

Mariposa County's General Plan Historic and Cultural Resources Element identifies several relevant goals to the above responsibilities and proposed work plan of HSRPC, including Goal 14-1; "Determine the appropriateness of Certified Local Government State or alternate program for the County of Mariposa to better serve owners of historic properties," Goal 14-2; "Identify historical resources within the County of historical significance," Goal 14-3; "Use financial incentives and partnership opportunities to preserve historic and cultural resources," Goal 14-4; "Utilize the County's historic sites to increase tourism opportunities," Goal 14-6; "Avoid demolition or destruction of historic and cultural resources," Goal 14-7; "Include Native American representatives in discretionary project review."

All of these goals aim to address issues of the deterioration of historic and cultural resources, identification of historical and cultural resources, balance private property rights and historic preservation, seek opportunities for preservation of historic and cultural resources, bolster the County's economy, and preserve the County's character, which is also reflected in the proposed work plan.

Additionally, the work plan addresses several of the specific tasks established in the Mariposa County General Plan Strategic Implementation Work Plan:

Task 0.3 GRANT APPLICATIONS AND ADMINISTRATION: "Continue to seek options for preservation, protection, or rehabilitation of historic resources through the use of federal and state grants and tax incentives."

Task 2.5 HISTORIC RESOURCES PROGRAM: "Update the County's Historic Design Review Overlay Ordinance and establish a countywide historic resources program." "Reorganize the Historic Sites and Records Preservation Committee to meet the requirements for a local Historic Preservation Commission recognized by the US Department of the Interior." "Designate the Planning Director as the County's Cultural Resources Coordinator/Historic Preservation Officer." "Complete the ongoing County historic sites inventory." "Identify new or expanded historic districts for nomination to the California Register of Historical Resources or the National Register of Historic Places. This may include, but not be limited to, cemeteries."

Task 2.3 AREA PLANS GROUP 1 and Task 3.2 AREA PLANS GROUP 2: Development of area plans.

Task 5.4 CREATE/UPDATE COUNTYWIDE DESIGN GUIDELINES AND STANDARDS, AND A SCENIC VIEWS PLAN: “Prepare and adopt historic design review guidelines for use in historic districts to complement the historic design review standards.”

HSRPC has developed the attached work plan based on their evaluation of imminent County needs and the above resources. The proposed work plan implements both HSRPC’s formal charge and authority, as well as the goals of Mariposa County’s General Plan Historic Element and General Plan Strategic Implementation Work Plan with four main objectives: Update the County’s Historic Design Review Guidelines, Build Countywide Historic Preservation and Review Program, Gap Assessment and Update of Existing Historic Resource Inventory, and Take Action for Retention and Preservation of Mariposa County Historic Records. The attached Certified Local Government (CLG) work plan details the additional tasks needed to accomplish Task No. 2 under the “Build County’s Historic Preservation and Review Program” objective. Please see the attached document(s) for implementation details and proposed tasks.

At the February 12th, 2024 HSRPC meeting, the HSRPC recommended that the Board of Supervisors consider the attached work plan and direct Planning Department staff and HSRPC to implement the work plan.

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES-2023-423 Adopted a Resolution to Approve the Submittal of the National Endowment for the Arts Own Town Grant Application to fund the Historic Preservation in the Present Tense: Integrating Creative Placemaking Policy and Historic Design Review Guidelines for \$150,000; Authorize the Board of Supervisors Chair to Sign the Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel), which begins implementation for Task 5.4 CREATE/UPDATE COUNTYWIDE DESIGN GUIDELINES AND STANDARDS, AND A SCENIC VIEWS PLAN: “Prepare and adopt historic design review guidelines for use in historic districts to complement the historic design review standards.” of the Mariposa County Strategic Implementation Work Plan and is included in the attached HSRPC work plan.

There have been no other Board actions to direct HSRPC and Planning Department staff to implement a cohesive historic preservation program, except for annual evaluations of General Plan implementation, as described in the above justification.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No direct consequences as a result of negative action.

FINANCIAL IMPACT

No direct financial impact as a result of Board action.

ATTACHMENTS

1. **HSRPC Work Plan**
2. **Certified Local Government (CLG) Work Plan**

OBJECTIVE 1 (short-term)	OBJECTIVE 2 (short- to medium-term)	OBJECTIVE 3 (medium- to long-term)	OBJECTIVE 4 (long-term)
Update HSRPC Guidelines (Gold Rush Design Review Guidelines)	Build Countywide Historic Preservation and Review Program	Gap Assessment, Mapping, & Update of Existing Historic Resource Inventory	Outline Guidelines and Take Action for Retention and Preservation of Mariposa County Historic Records
TASKS	TASKS	TASKS	TASKS
1. Apply for funding to support this objective, including hiring of a qualified professional. 2. Update guidelines and narrative to support commission goals and responsibilities. a. Review current design review criteria and evaluate any needed code changes for consistency. 3. Include protocols for addressing review related to existing and unknown cultural resources. 4. Establish protocols for periodically revising and updating new design review guidelines. a. Allow for timely updates in connection with future inventory or historic and cultural resources. 5. Work with other committees to coordinate cohesive review systems and for Intra- and inter-policy compatibility. 6. Facilitate community engagement to build consensus for new guidelines and review processes. 7. Provide appropriate and useful content, including images, diagrams, and other graphic resources, to support future design review activities.	1. Identify and develop foundational documents to guide historic preservation, such as a historic context statement and ethics statement. a. Update General Plan Historic Preservation Element, including items from last GP update, climate change mitigation item, and specific Planning Study Area historic elements or components. 2. Discuss and consider application for the Certified Local Government (CLG) Program a. Review requirements and establish work plan. 3. Identify and develop professional training options for commission members. a. Such as listing of historic and cultural resources (local, state, and federal lists), creating a historic preservation plan, ethics in historic preservation, Section 106 requirements, etc. 4. Discuss and consider commission structure and efficiency. a. Potentially establish standing subcommittees, ad-hoc committees, or working groups (E.g., cultural resources or historic context statements subcommittees, etc.). b. Potentially recommend for action to Board of Supervisors for increase in commission membership and/or provide for ex-officio members. c. Examine existing historic design review processes. 5. Identify and build relationships with historic organizations and professionals, community contacts, and others. a. Invite groups engaged in conservation and preservation to present at HSRPC meetings. b. Visit other historic preservation commission meetings. c. Contact the state Office of Historic Preservation for technical assistance and resources. 6. Engage community for better education and training and offer preservation incentives. a. Provide for easy public information access for existing historic and cultural resources and guidance on review processes with the use of digital media, print resources, and workshops. b. Offer guidance on maintenance and rehabilitation of historic resources. c. Investigate and offer incentives for preservation of historic structures (e.g., Mill’s Act).	1. Gather background information and assess existing historic and cultural resource inventory. a. Examine original inventory for methodology, findings, and future goals. b. Adopt state guidelines for conducting surveys and compiling inventories of historic properties. c. Gather any existing maps and information. 2. Apply for funding to support this objective, including hiring of a qualified professional to conduct historic and cultural resource inventory. a. Examine existing structures and conduct gap assessment of historic and cultural resources. b. Ensure cohesion between local, state, and federal resource lists. c. Engage community for local expertise and knowledge. d. Establish guidelines for timely updates of inventory, if necessary. 3. Identify, evaluate, and potentially designate areas with concentrated historical, architectural and/or cultural significance in the county, such as Hornitos, Catheys Valley, Bear Valley, Merced River/Bagby, Midpines, and other, and build community conversation that will support sustainable vibrancy of the area. 4. Create public Countywide map(s) of historic and non-confidential cultural resources. a. Update Town Planning Area historic resource maps. b. Reinvigorate existing public historical story map. (https://mariposacounty.maps.arcgis.com/apps/MapJournal/index.html?appid=979348df7ec44ff58b53e321d15cb990) i. Include narrative about specific historic and cultural resources. ii. Allow for timely and consistent updates. iii. Set-up virtual tour function. 5. Nominate historic and cultural resources to state and federal registers.	1) Gather background information on County process for records retention and preservation to date: a. Who? What? When? Formats? Where? Why? b. Evaluate county capacity for storage --> space (physical and digital), fire, temperature, humidity, etc. c. Schedule tour of existing facilities. d. Explore whether data on stored records has been entered in a database and can be queried? or, if the county is currently relying on human memory? If so, whose? Are records organized / available in an accessible fashion (digital and physical)? 2) Research state and county code, along with archival best practice guidelines 3) Establish protocol for retention of historic records, as needed, and create guidelines. a. Determine gaps, if any, and create a work plan to remedy 4) Explore potential grant funding to address gaps, efficiency, and safety of historical record storage. 5) Digitize records for better retention and search capability. a. Secure cultural resource documents. b. Expand and improve upon existing records as necessary.

***** FOUNDATIONAL DOCUMENTS TO PRODUCE:**

- Mariposa County Historic Preservation Program Overview
- [Historic Context Statements](#) for the county - (Natural History, SSMN History, Spanish and Mexican Eras, Gold Rush, Early California, Role in Conservation Movement, Coulterville, Hornitos, Bear Valley, Midpines, Fish Camp, Merced River, Immigrants, Entrepreneurs, Recent History and Plans for Building Forward, etc)
- Historic Preservation Plan, Goals and Benchmarks (based on context statements, long- and short-Range planning, along with benchmarks)
- Historic Planning Area Guidelines (based upon context statements, preservation plan goals, these would be several docs similar to the Gold Rush Guidelines, based on themes, timeframes, etc)
- Guidelines & Instructions for Local Surveys and Recording Historical Resources

From 2021 General Plan Annual Report:

- Update the County's Historic Design Review Overlay Ordinance (see Objective 1)
- Establish a countywide historic resources program (see Objective 2)
- Reorganize the Historic Sites and Records Preservation Committee to meet the requirements for a local Historic Preservation Commission recognized by the US Department of the Interior. (see Objective 2)
- Designate the Planning Director as the County's Cultural Resources Coordinator/Historic Preservation Officer. (done)
- Complete the ongoing County historic sites inventory. (See Objective 3)
- Identify new or expanded historic districts for nomination to the California Register of Historical Resources or the National Register of Historic Places. This may include, but not be limited to, cemeteries. (See Objective 2 & 3)

CLG Work Plan DRAFT

These directions are specific to HSRPC functions and may not include all staff functions to complete the application to the Certified Local Government (CLG) Program.

1. Connect with the State Office for Historic Preservation for technical assistance and guidance on application to the Certified Local Government Program.
2. Evaluate current Mariposa County historic preservation code and guidelines for consistency with the National Historic Preservation Act of 1966 and State legislation.
 - a. Undertake amendments or policy adoption as necessary.
 - b. Include evaluation of Section 106 processes and ensure programmatic agreements with state.
 - c. Adopt anti-neglect requirements, enforcement of historic designation, procedures for National Register nomination (including public participation), and procedures for conducting, utilizing, and updating the inventory of historic and cultural resources in compliance with state guidelines and National Register of Historic Places.
 - d. Designate Planning Director as Cultural Resources Coordinator/Historic Preservation Officer.
3. Identify and establish yearly training opportunities/programs for commission members.
4. Ensure that copies of the most recent historical resources survey are on file at the Planning Dept, Building Dept, Public Works Dept, local library, and historical societies.
5. Potentially adopt tax incentives for local historic preservation.
6. Submit a draft application to the Local Government Unit of the California State Office of Historic Preservation for preliminary review and approval.
7. Chief elected officer requests certification from the State Historic Preservation Officer (SHPO) in writing, including Certification Application Checklist, CLG Certification Application Form, and CLG Certification Application Attachments (Appendix A), including a resolution to apply.
 - a. Within 45 days of receipt the SHPO shall review the application and provide a decision. If certification is recommended, the Certification Agreement is forwarded for signature. Once signed, the application package, including the Certification Agreement is forwarded to NPS for final approval.
 - b. Application shall include commission member resumes and statement of qualifications.
 - c. Narrative of new or additional historic preservation program activities as a result of becoming a CLG.



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Steve Engfer, Planning Director
RE: Discussion and Direction Regarding Historic Sites and Records Preservation Commission (HSRPC) Statement on the Value of Protecting and Preserving Mariposa County's Documentary Heritage and Recommendations

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding Historic Sites and Records Preservation Commission (HSRPC) Statement on the Value of Protecting and Preserving Mariposa County's Documentary Heritage and Recommendations.

HSRPC was established and charged by the Board of Supervisors with oversight for the preservation of Mariposa County's historic records per Mariposa County Code Section 2.90.060.I, which reads:

"The commission shall evaluate county records for measures to preserve such historical records."

HSRPC directed staff to present the attached statement and recommendations on Mariposa County's historical records at their meeting on October 21st, 2024. This document was created through a series of ad-hoc committee meetings that was established for the purpose of addressing the urgent need to protect Mariposa County's documentary heritage. This need became apparent to the HSRPC after a few individual projects for record digitization came to the HSRPC for their consideration. Currently, many County records are spread out over several locations with no reliable inventory or status of their condition. Some of the storage locations put the County's documentary heritage at risk for damage from elements, such as moisture and fire. The Mariposa Museum and History Center vault holds some County records, but not all.

Although several County departments are actively working on policies for preservation and digitization of County records, including a Records Retention Policy, the HSRPC wanted to provide the attached statement and recommendations for Board of Supervisors discussion to ensure that there is collaboration and consistency between ongoing and future record preservation projects, in addition to cohesive action to preserve our valuable documentary heritage. The HSRPC recommends three (3) steps moving forward, including: 1) Regular Meetings Between Records Preservation Stakeholders (Mariposa Museum and History Center, County Clerk, County Assessor/Recorder, County Librarian, Clerk of the Board of Supervisors, HSRPC representatives, HSRPC staff, and others as needed); 2) Development of a Mariposa County Documentary Heritage Plan; and 3) Envision and Develop Mariposa County Archive. Please see the attached document for additional information and justification.

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES-2006-218 Adopted a Resolution to Approve An Agreement Between the Mariposa Museum and History Center and the County of Mariposa for the Preservation and Access to the Documentary Heritage of Mariposa County. This agreement included a process for transferring documents that are in the Government Center vault to the Mariposa Museum and History Center vault and a recommendation to establish a collaborative effort for County records management between the County Clerk, Assessor, and Library. However, there is little guidance in this resolution for a cohesive records preservation program based on existing conditions, therefore the collaborative effort has weakened, and records management continues to be decentralized.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not listen and provide direction Mariposa County's documentary heritage would continue to be at risk.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **HSRPC Statement on the Value of Protecting & Preserving Mariposa County's Documentary Heritage (October 2024)**

Mariposa County | Historical Sites and Records Preservation Commission

Statement on the Value of Protecting and Preserving Mariposa County's Documentary Heritage and Recommendations

October 2024

Mariposa's documentary heritage holds high cultural, social and economic value for our communities.

BACKGROUND

Mariposa County's history is central: 1) to the history of early California statehood; 2) to understanding relationships between California's first people, immigrants who came here to work from around the world, and to the entrepreneurs and families who subsequently settled in the foothills of the Sierra; 3) to the development of thought and practice of the conservation movement in the U.S. and the world; 4) to practices of natural resource extraction and use, timber and ranching and agriculture in the west; and 5) to the story of rural America and of western development in the United States, more broadly. Our documentary heritage is valuable because it reflects the diversity and identity of Mariposa's people and their stories, and it helps to chart the thoughts and practices that form our common history. Our documentary history is critical in building the story of our past and for the understanding that it will provide as we build our future.

Recognized

- The State of California assigns protection of the county's documentary heritage to the local government agency, Mariposa County.¹
- The Mariposa County Historic Sites and Records Preservation Commission (HSRPC) has the responsibility to recommend processes and policies related to the protection and preservation of Mariposa's documentary heritage (Mariposa County Code, Chapter 2.90). This aspect of the Commission's duties has largely been unfulfilled for several decades.
- The County lacks a comprehensive Records Management Plan, along with policies and procedures that will guide the protection and preservation of its documentary heritage. This has resulted in ambiguity, a loss of control of certain historical documents, and a lack of awareness between departments as to the location, handling and proper storage of some of the county's documentary heritage.

The current state of ambiguity must be addressed in order to preserve Mariposa's valuable documentary heritage.

HSRPC Planning

In the Fall of 2023, the Historic Sites and Records Preservation Commission (HSRPC) finalized its 2024 work plan, including a primary objective to *Ensure Guidelines for Retention and Preservation of Mariposa County Historic Records*. Of note, [Resolution 06-218](#), initially brought forward by Jacque

¹Applicable [California Law](#)

Meriam, then County Librarian, and adopted by the Board of Supervisors on **June 13, 2006**, provides a first step toward this objective. This agreement provides a *beginning* foundation for the protection of records and provides for them to be stored in the environmentally sound vault at the Mariposa Museum and History Center.² Elements of this agreement have not been further developed and, therefore, need to be revisited and extended upon.

Because of continuing ambiguity around the management of Mariposa County's documentary heritage and the risk that it poses both for the county and for the protection and preservation of our precious historical documents, the HSRPC recommends that county staff, along with the HSRPC:

Revisit, revise and build upon the agreement set forth in the Resolution 06-218 to ensure current county records retention needs are met, including the publication of a county records retention schedule, as well as the application of best practice in the preservation of historical records, including covering aspects of preservation practice that have emerged since 2006 around the use of new technologies for creating digital files, on database structures for querying and using digital files, for providing for trusted online environments for storing and serving county documents, as well as ensuring the use of emerging best practice around the preservation of all types of source materials, and of archival practice, more broadly.

RECOMMENDATIONS

Toward this, the HSRPC recommends the following three steps:

- 1) **Convene monthly or quarterly meetings of appropriate county department heads³, or their representatives, and HSRPC member(s)** to discuss current county needs and practices with a goal of identifying and outlining policies and practices related to the retention, protection, and preservation of current and past county records. During this time, pause work toward agreements that transfer the county's documentary heritage, or that assign digital or other copies of records, in order to ensure the county's historical record is preserved and to minimize county risk of inadvertently making restricted records⁴ available or of serving county records from untrusted networks,⁵ as outlined by law and until these matters can be fully researched and necessary guidelines developed. (BENEFIT: remove ambiguity and prioritize the protection of Mariposa's historical record; remove county risk by providing county staff with clear processes for record management; ensure Mariposa's documentary heritage is not inadvertently distributed, or disappear and slowly dissipate.) (near-term)
- 2) **Develop a Mariposa County Documentary Heritage Plan** that is built upon a *Community-wide Assessment of Need* and that invites participation of all heritage keepers through the development of a *heritage network* that includes, museums, historical societies,

² The Mariposa Museum and History Center has been a highly trusted partner. As a small non-profit organization, their funding, staffing and time available to properly archive and manage county records is necessarily limited and falls largely outside the scope of Resolution 06-218 which is primarily for the storage of records and making them available, when requested.

³ County Clerk, County Assessor/Recorder, County Librarian, Clerk of the Board of Supervisors, HSRPC Member(s), HSRPC support staff, others as recommended.

⁴ The California Public Records Act specifically exempts 28 categories of records from public disclosure, except under specific criteria. For these records, strict confidentiality must be maintained.

⁵ [Government Code 34090.5](#) allows for local governments to digitize records as long as certain conditions are complied with, including the use of a Trusted System as defined by Government Code 12168.7.

community foundations and agencies, the Southern Sierra Miwuk Nation, and interested others in the county. (BENEFIT: development of a plan will allow the county and/or its partners to seek available funding to extend their work of preserving the county's documentary heritage and historic resources, ensuring that its story continues to unfold and be told for both present and future generations.) (mid-term)

- 3) **Envision and develop the Mariposa County Archive** as a step that moves beyond just safe storage of county records to providing best practice in archival preservation and access for county staff, our communities, historians, teachers, students, and visitors to Mariposa County. (BENEFIT: best practice for the preservation of Mariposa records, inclusion of all county heritage keeping organizations, development of a rich research center in the foothills, economic and tourism benefit). (long-term)



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-502

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Steve Engfer, Planning Director
RE: ***CONTINUED PUBLIC HEARING from October 1st, 2024, to November 12th, 2024 at 9:00 AM or soon thereafter.***

Authorize the County of Mariposa to Join the Statewide Community Infrastructure Program (SCIP); Authorize the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments and Special Taxes and to Form Assessment Districts and Community Facilities Districts within the Territory of the County of Mariposa; Embodying a Joint Community Facilities Agreement Setting Forth the Terms and Conditions of Community Facilities District Financings; Approving Form of Acquisition Agreement for Use When Applicable; and Authorizing Related Actions

RECOMMENDATION AND JUSTIFICATION

CONTINUED PUBLIC HEARING from October 1st, 2024, to November 12th, 2024 at 9:00 AM or soon thereafter.

Authorize the County of Mariposa to Join the Statewide Community Infrastructure Program (SCIP); Authorize the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments and Special Taxes and to Form Assessment Districts and Community Facilities Districts within the Territory of the County of Mariposa; Embodying a Joint Community Facilities Agreement Setting Forth the Terms and Conditions of Community Facilities District Financings; Approving Form of Acquisition Agreement for Use When Applicable; and Authorizing Related Actions.

Note: This item is a continuance from the Board of Supervisors Meeting on October 1, 2024. During that meeting, the Board requested additional information about SCIP, including: (1) a description of the governance structure of the authority; (2) an example project that demonstrates the sequence of steps required to access SCIP bond funds; (3) clarification on the role of the County Assessor/Tax Collector and any costs to the County; (4) an exploration of adding additional indemnification language to the resolution; and (5) a better understanding of who may be interested in participating in the program. These items will be addressed by CSCDA Managing Director, James Hamill, as part of the presentation.

The California Statewide Communities Development Authority (CSCDA) is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. There are

530 cities, counties and special districts throughout California that are members of CSCDA, including Mariposa County. The Statewide Community Infrastructure Program (SCIP) was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development related fees that would be payable by property owners upon receiving development entitlements or building permits through a pooled special assessment districts program. SCIP was expanded to include financing of public capital improvements directly in addition to just fees, and has now been further expanded to include community facilities districts ("CFDs") and an option to finance public services in respect of stand-alone bond issues, necessary to support development in Mariposa County, as provided for in the proposed SCIP resolution. Since its inception, SCIP has issued over \$1 billion in land secured special assessment and CFD bonds for development projects in California.

If a property owner applies to participate in SCIP, and the County approves the application, the selected public capital improvements, facilities and/or development-related fees owed to the County will be financed by the issuance of bonds by CSCDA. Property owners, in consultation with the County and the SCIP team, can opt to have CSCDA form either an assessment district or a community facilities district. CSCDA determines whether the project will be included in the SCIP pool program (where no one developer within the SCIP pool is responsible for the payment related to any other project) or, depending on the projected bond sizing and other factors, implemented as a stand-alone financing. In either case, CSCDA will form the appropriate district and impose an assessment or special tax, as applicable, on the owner's property to repay the portion of the bonds issued to finance public capital improvements, facilities and/or development related fees.

With respect to the financing of development related fees, the property owner will either pay the development fees at the time of permit issuance and will be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued, or the fees will be funded directly from the proceeds of the SCIP bonds. In both cases, the fees are subject to requisition by Mariposa County at any time to make authorized fee expenditures, and the County is never at risk for payment of its fees. If the property owner is required to construct improvements to be dedicated to Mariposa County, the proposed SCIP resolution includes a form of acquisition agreement to be used when such improvements are funded with SCIP bond proceeds, which outlines how a developer will be reimbursed for improvements as they are certified complete by the County.

The benefits of SCIP to the property owner include:

- Only property owners who choose to participate in the program will have assessments or special taxes imposed on their property.
- Instead of paying cash for public capital improvements and/or development related fees, the property owner receives low-cost, long-term tax-exempt financing of those fees, freeing up capital for other purposes.
- The property owner can choose to pay off the assessments or special taxes at any time.
- For home buyers, paying for the costs of public infrastructure through an assessment or special tax is superior to having those costs "rolled" into the cost of the home. Although the tax bill is higher, the amount of the mortgage is smaller, making it easier to qualify. Moreover, because the assessment/special tax financing is at tax-exempt rates, it typically comes at a lower cost than mortgage rates.
- Owners of smaller projects, both residential and commercial, can have access to tax-exempt financing of infrastructure. Before the inception of SCIP, only projects large enough to justify

the formation of an assessment or community facilities district had access to tax-exempt financing. SCIP can finance projects as low as \$500,000, which would not be economical on a stand-alone basis.

The benefits of SCIP to Mariposa County include:

- As in conventional assessment district and CFD financing, the County is not liable to repay the bonds issued by CSCDA or the assessments or special taxes, as applicable, imposed on the participating properties.
- CSCDA handles all district formation, district administration, bond issuance and bond administration functions. A participating city, county or special district can provide tax-exempt financing to property owners through SCIP while committing virtually no staff time to administer the program.
- Providing tax-exempt financing helps participating cities and counties cushion the impact of rising public capital improvement costs and development-related fees on new development. Many developers rely on assessment district or CFD financing through SCIP in making the decision to purchase land, thereby improving the County's competitive advantage in attracting development.
- The availability of financing will encourage developers to pull permits and pay fees in larger blocks, giving the participating city, county or special district immediate access to revenues for public infrastructure, rather than receiving a trickle of revenues stretched out over time. As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used to encourage a developer to pay fees up front.
- In some cases, the assessments or special taxes on successful projects can be refinanced through refunding bonds. Savings achieved through a refinancing may be directed to lower property taxes subject to applicable federal tax limitations.

The proposed SCIP resolution authorizes CSCDA to accept applications from owners of property within our planning jurisdiction to apply for tax-exempt financing of public capital improvements and development-related fees through SCIP. It also authorizes CSCDA to form assessment districts and community facilities districts within the County's boundaries, conduct assessment and special tax proceedings and levy assessments and special taxes against the property of participating owners. It approves the form of an acquisition agreement, attached to the SCIP resolution as Exhibit B, to be entered into between the County and the participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements will be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law.

In addition to the funding of public capital improvements and development related fees, the proposed SCIP resolution authorizes CSCDA to form community facilities districts within the County's boundaries to levy special taxes to fund public services necessitated by new development projects, if approved by the participating property owner. Similar to the funding of public capital improvements and development related fees, once an application is received by the participating property owner and

approved by the County, CSCDA handles all district formation and district administration. CSCDA will coordinate with the County annually to prepare the budget for the levy, and will levy and collect the special taxes for disbursement to the County when collected. Public services will only be included in a community facilities district formed for a stand-alone project.

BACKGROUND AND HISTORY OF BOARD ACTIONS

October 1, 2024 - Public Hearing - The Board of Supervisors discussed the SCIP Program and asked for additional information; The Board acted to continue the Public Hearing to date certain November 12, 2024.

July 18, 2017 - Res-2017-488: Adopt the Economic Vitality Strategy Update - The Board of Supervisors adopted the Economic Vitality Strategy Update, which included Objective 1.4 to "Ensure that there is adequate capacity to accommodate a growing tourism industry" and Action Item 1.4.1 to "Expand meeting space venues and hotel accommodations to address market gaps."

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this resolution is not approved, CSCDA would not have the ability to offer low-interest financing to developers as part of the Statewide Community Infrastructure Program to pay for the public infrastructure and/or public benefit components that have been made conditions of development agreements.

FINANCIAL IMPACT

None. Bond payments are assessed as special taxes against the property of SCIP participating owners.

ATTACHMENTS

1. **SCIP Presentation (October 1 Meeting)**
2. **SCIP Resolution**
3. **SCIP Presentation (November 12 Meeting)**

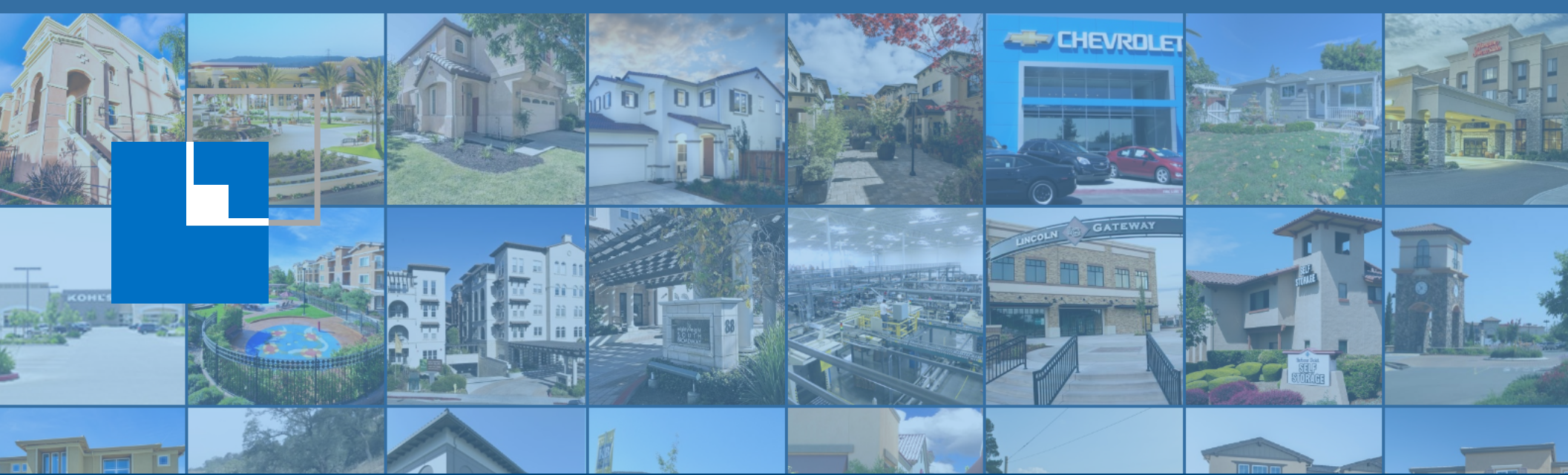
VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District II Supervisor Shannon Poe

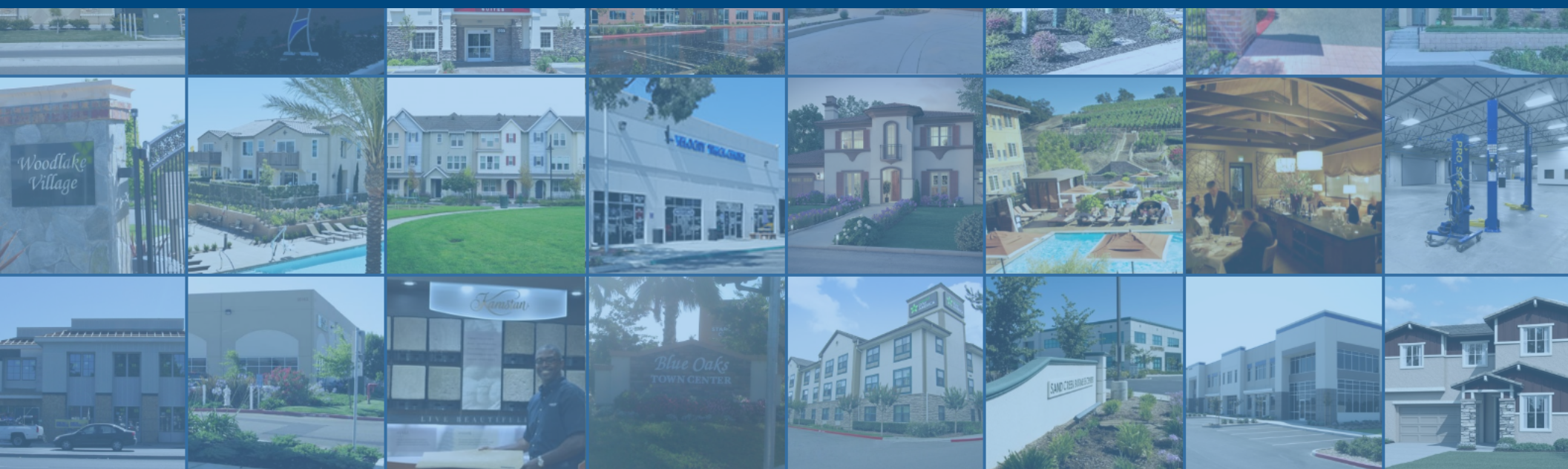
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



Statewide Community Infrastructure Program



A Program of the California Statewide Communities Development Authority



What is the Statewide Community Infrastructure Program?



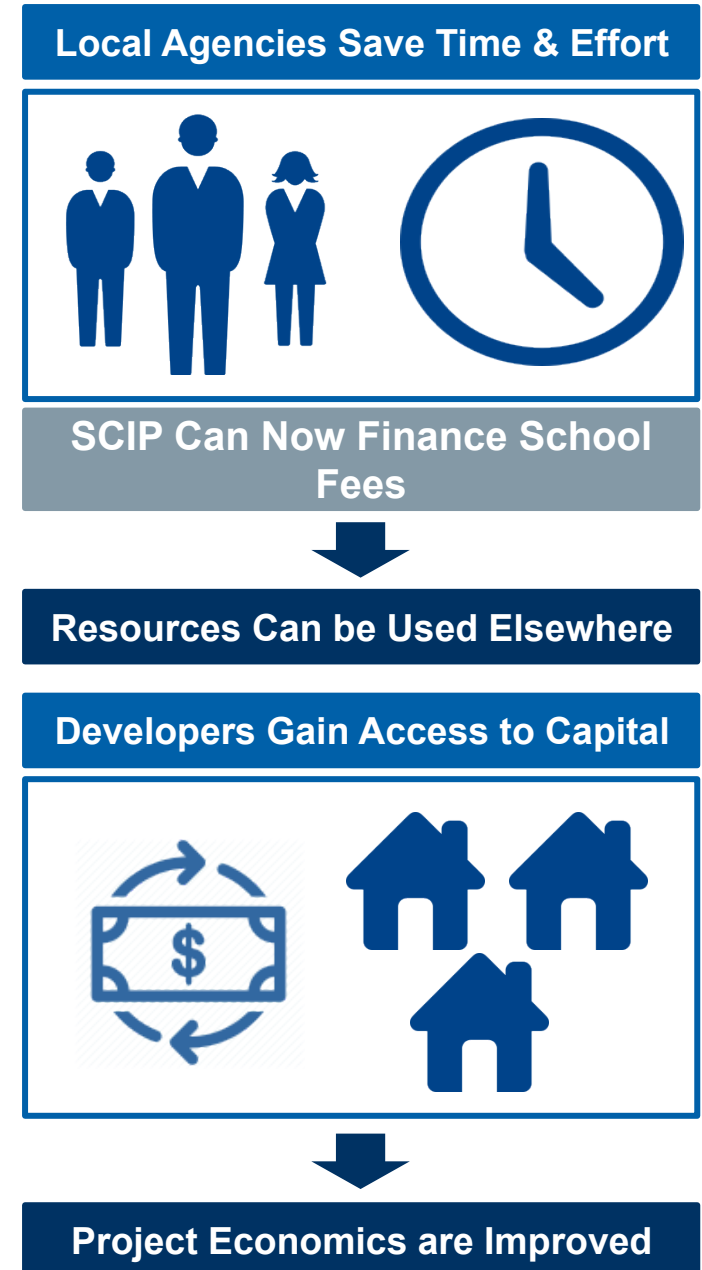
- The Statewide Community Infrastructure Program (“SCIP”) is a financing program offered through the California Statewide Communities Development Authority (“CSCDA”) which can be used by developers to finance public infrastructure, facilities and impact fees.
- SCIP has 130+ Local Agency members.
- SCIP provides two programs:
 - The SCIP pooled revenue bond program which issues bonds 3 times/year (Spring, Fall & End of Year).
 - Once a City has joined, developers may submit applications on-line.
 - Developers have a choice of CFD or AD Local Obligation as part of a pool.
 - A stand alone SCIP Community Facilities District (“CFD”) which issues bonds for larger projects as the project schedule dictates.
 - SCIP will craft a project specific JCFA and/or SCIP Resolution for board approval for each participating Local Agency
- Since, 2003, SCIP has issued over \$1.06 billion in bonds for 381 projects across California, nearly \$347 million of which have been Community Facilities District (“CFD”) bond financings.



Program Benefits



- SCIP provides **Local Agencies** a means of offering competitive financing to all developers as a turnkey solution which minimizes local agency staff time.
- SCIP has financed projects which range in size from \$500,000 to up and over \$35,000,000.
- Developers and Local Agencies can select between assessment districts or CFDs depending on the project.
- **Developers** use SCIP for a variety of reasons:
 - ① Can be part of the capital mix of debt, equity, public financing
 - ② Provides off balance sheet/land secured non recourse debt
 - ③ Can provide competitive advantages with respect to residential marketing
- SCIP provides diversity to investors and economies of scale to its participants which ultimately translates to competitive interest rates and lower costs



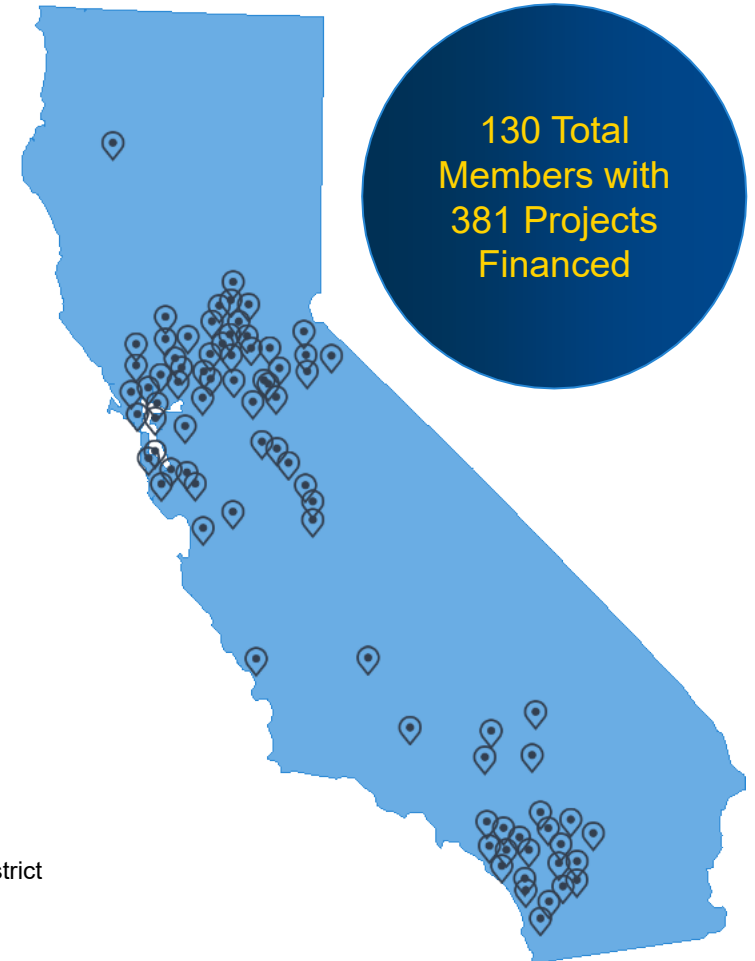
Who Uses SCIP?



130 Participating Local Agencies across California with a Growing List of Recurring Developer Clients

Participating Local Agencies

- Alameda, City of
- American Canyon
- Anaheim
- Angels Camp
- Antioch
- Bakersfield
- Banning
- Bayshore Sanitary District
- Blythe
- Brentwood
- Butte County
- Calistoga
- Cathedral City
- Chico
- Chula Vista
- Citrus Heights
- Clovis
- Coachella Valley Water Dt.
- Corona
- Cosumnes CSD
- Cotati
- Daly City
- Dana Point
- Davis
- Desert Hot Springs
- Diablo Water Dt.
- Dublin
- Dublin San Ramon Svcs. Dt.
- East Contra Costa RFFA
- East Palo Alto
- Eastern Muni. Water Dt.
- El Dorado, County of
- El Dorado Irrigation District
- El Monte
- Elk Grove
- Fairfield
- Folsom
- Fontana
- Fremont
- Fresno
- Galt
- Gardena
- Grass Valley
- Healdsburg
- Hercules
- Hesperia
- Hollister
- Huntington Beach
- Imperial, County of
- Indian Wells
- Indio
- Ironhouse Sanitary Dt.
- Lancaster
- Lathrop
- Lincoln
- Linda Co. Water Dt.
- Live Oak
- Livermore
- Lodi
- Madera, City of
- Manteca
- Martinez
- Menifee
- Merced, City of
- Millbrae
- Mission Springs Water Dt.
- Morgan Hill
- Morro Bay
- Murrieta
- Napa, City of
- Napa, County of
- Newport Beach
- Norco
- Oakley
- Oxnard
- Palm Springs
- Patterson
- Petaluma
- Placer, County of
- Rainbow Muni Water Dt.
- Rancho Cordova
- Redding
- Redlands
- Rialto
- Richmond
- Rio Vista
- Riverside, County of
- Rocklin
- Roseville
- Sac. Area Sewer Dt.
- Sac. Co. Water Agency
- Sac. MUD
- Sac. Regl. Co. Sanitation Dt.
- Sacramento, City of
- Sacramento, County of
- San Diego, City of
- San Diego, County of
- San Juan Bautista
- San Juan Capistrano
- San Luis Obispo, City of
- San Luis Obispo, County of
- San Marcos
- San Mateo, County of
- Santa Ana
- Santa Rosa
- Santee
- Sonoma, County of
- South Placer MUD
- South Placer RTA
- South Placer Wastewater Authority
- Stockton
- Suisun City
- Sutter County
- Sweetwater Authority
- Thousand Oaks
- Tracy
- Truckee Donner PUD
- Tuolumne, County of
- Ukiah
- Vacaville
- Vallejo
- Victorville
- West Sacramento
- Western Municipal Water District
- Wheatland
- Woodland
- Yuba City
- Yuba, County of
- Yucaipa
- Yucaipa Valley Water Dt.



SCIP Financing Programs for New Development

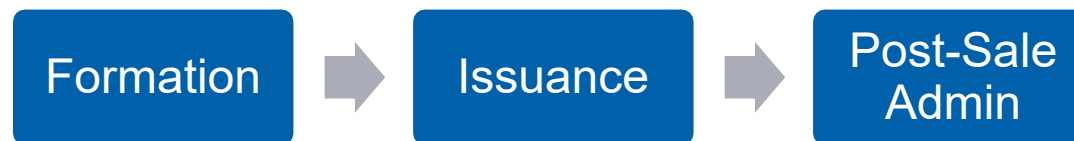


There are a number of ways for Developers and Local Agencies to use SCIP to assist in financing impact fee, public improvements and facilities for new residential, commercial and industrial projects

- There is the SCIP Pool meant to accommodate **smaller single phase projects** (\$500,000 to \$5,000,000)
- SCIP can also be used to finance **larger projects on a stand alone basis** (greater than \$5,000,000)

Financing of Impact Fees and Improvements/Facilities

- Financing of Impact Fees is a popular option for developers starting to pull building permits and/or construct models
- SCIP can also be used to finance public improvements and facilities for any work that is completed and will be dedicated for public use

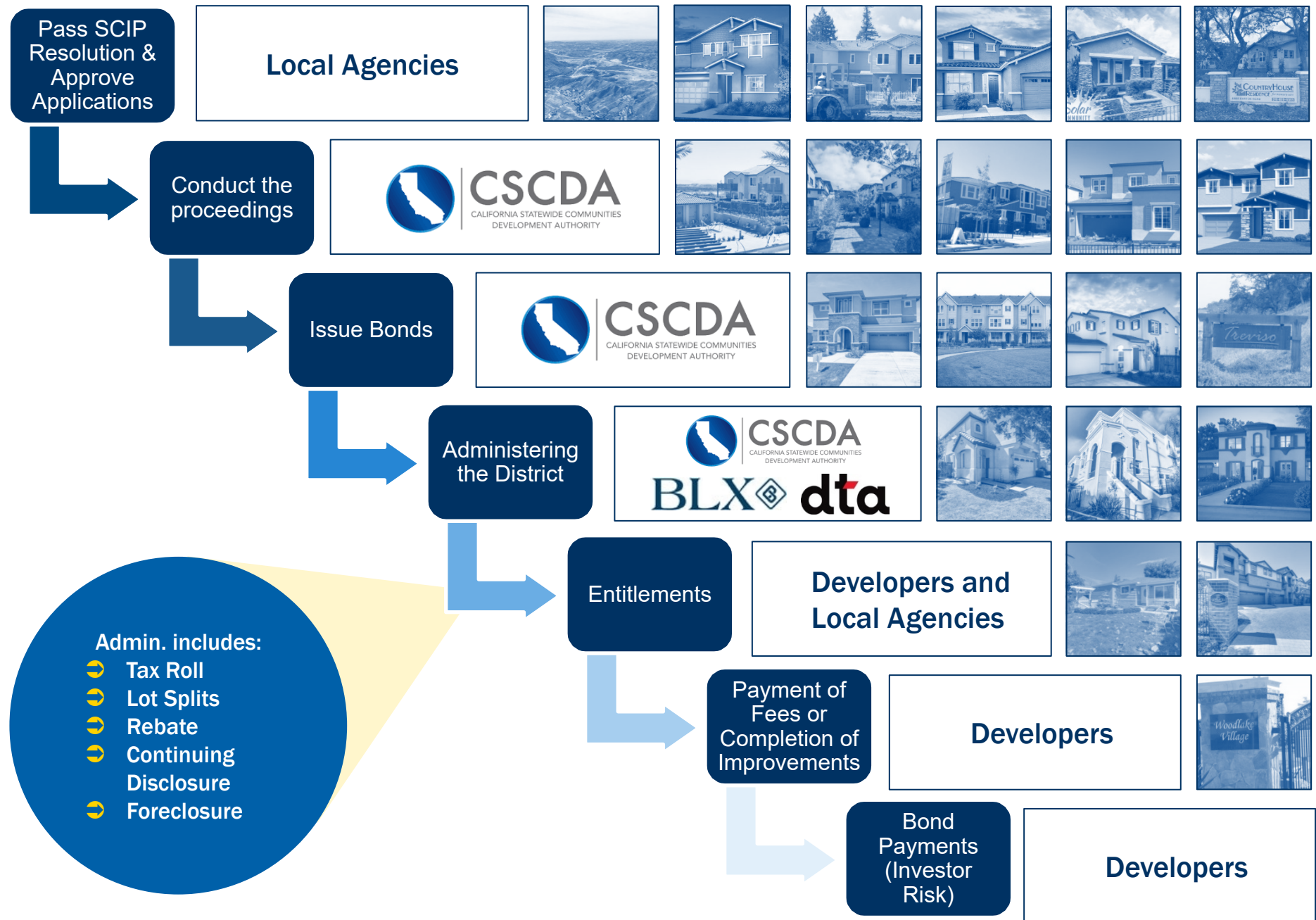


CSCDA manages the **SCIP** bond issuance process from district formation through the issuance of bonds and post sale administration which includes:

- Holding the public hearing and overseeing the issuance of bonds
- Managing post sale administration which includes preparing the tax rolls, continuing disclosure, disbursement of funds and rebate

SCIP can accommodate any development by mixing and matching its programs to fit the needs of a specific project to promote development and meet Local Agency goals

SCIP Tasks and Responsibility Schedule





Questions?

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS**

Resolution No. 24-__

AUTHORIZE THE COUNTY OF MARIPOSA TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS AND SPECIAL TAXES AND TO FORM ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS WITHIN THE TERRITORY OF THE COUNTY OF MARIPOSA; EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF COMMUNITY FACILITIES DISTRICT FINANCINGS; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority, lawfully formed and operating within the State pursuant to an agreement (the “Joint Powers Agreement”) entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code (the “JPA Law”), the members of which include numerous cities, counties and local agencies in the State of California, including the County of Mariposa (the “Agency”); and

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its members (such members, the “Program Participants”); and

WHEREAS, as one of the Programs under the Joint Powers Agreement, the Authority has established the Statewide Community Infrastructure Program (“SCIP”) to allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the Agency or another public agency (the “Improvements”) and improvements eligible for funding from certain development impact fees, capacity fees and/or other development related charges (the “Fees”) levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the “Fee Act”) through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the “1913 Act”) and the issuance of improvement bonds (the “Improvement Bonds”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act”) upon the security of the unpaid special assessments; and

WHEREAS, the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the “Mello-Roos Act”) is an applicable provision of State law available to, among other things, finance public improvements and public services (“Services”) necessary to meet increased demands placed upon local agencies as a result of development; and

WHEREAS, the Authority also uses SCIP to allow the financing of Fees and Improvements through the levy of special taxes and the issuance of special tax bonds (the “Special Tax Bonds” and, together with the Improvement Bonds, the “Local Obligations”) under the Mello-Roos Act upon the security of the special taxes and to allow the financing of Services through the levy of special taxes under the Mello Roos Act; and

WHEREAS, the Agency desires to allow the owners of property being developed within its jurisdiction (“Participating Developers”) to participate in SCIP and to allow the Authority to conduct proceedings and to form community facilities districts (“CFDs”) and to issue Local Obligations under the Mello-Roos Act, as well as to conduct assessment proceedings to form assessment districts (“Assessment Districts”) under the 1913 Act and to issue Local Obligations under the 1915 Act, to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of the assessments or special taxes, as applicable; and

WHEREAS, the Agency desires to allow the Participating Developers to participate in SCIP and to allow the Authority to conduct proceedings and to form CFDs to levy special taxes to finance Services, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such special taxes and that such CFDs are not pooled together with projects in other jurisdictions; and

WHEREAS, from time to time when eligible property owners within the jurisdiction of the Agency elect to be Participating Developers, the Authority will conduct proceedings under the 1913 Act and the Mello-Roos Act and issue Local Obligations under the 1915 Act and the Mello-Roos Act to finance Fees and Improvements and, at the conclusion of such proceedings, will levy assessments or special taxes, as applicable on such property within the territory of the Agency; and

WHEREAS, both the Authority and the Agency are “local agencies” under the Mello-Roos Act; and

WHEREAS, the Mello-Roos Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Mello-Roos Act; and

WHEREAS, the Agency desires to enter into such an agreement with the Authority to authorize the Authority to form CFDs from time to time within the territorial limits of the Agency to finance Fees, Improvements and Services necessitated by new development; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with assessment proceedings (the “ROI”), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall

be coterminous with the Agency's official boundaries of record at the time of adoption of such ROI, and reference is hereby made to such boundaries for the plat or map required to be included in this Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the "Acquisition Agreement"), a copy of which is attached hereto as Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the Agency will not be responsible for the conduct of any proceedings; the levy or collection of assessments or special taxes or any required remedial action in the case of delinquencies in such assessment or special tax payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, the Authority periodically issues Local Obligations on behalf of the local agency participants in SCIP to provide financing for the Fees and Improvements; and

WHEREAS, where the Authority determines a project is eligible for a SCIP pooled issuance, the Authority issues revenue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985, consisting of Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Marks-Roos Act") concurrently with the issuance of Local Obligations, the proceeds of which are used to purchase the Local Obligations; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Board of Supervisors concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Mariposa as follows:

Section 1. This resolution shall constitute full "local approval," under Section 9 of the Joint Powers Agreement, for the issuance of bonds by the Authority in accordance herewith.

Section 2. Agency hereby consents to the conduct of proceedings by the Authority under the Mello Roos Act to form CFDs with boundaries that shall be coterminous with the Agency's official boundaries of record at the time of such proceedings or any portion thereof (the "Proposed Boundaries"), and to authorize a special tax and to issue bonds with respect thereto; provided that the Participating Developers, who shall be the legal owners of such property at the time of formation of the CFD, execute a written consent to the levy of special tax in connection with SCIP by the Authority and execute a ballot in favor of the formation of such CFD and the Mello-Roos Act.

Section 3. The Agency hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance

of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that:

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The Participating Developers, who shall be the legal owners of such property at the time of the formation of the Assessment District, execute a written consent to the levy of assessments in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

Section 4. This resolution sets forth the terms of a “joint community facilities agreement” (as defined in Section 53316.2 of the Mello Roos Act) between the Agency and the Authority. Adoption by the Commission of the Authority of each Resolution of Intention to form a CFD under the Mello-Roos Act to finance Agency Improvements, Agency Fees or Agency Services shall constitute acceptance of the terms hereof by the Authority with respect to such CFD. This Resolution and the Authority’s Resolution of Intention for the respective CFDs shall together embody a separate and independent joint community facilities agreement, or a joint agreement to fund services, for each CFD formed by the Authority (the “Joint Agreement”).

Section 5. The Board of Supervisors hereby finds and determines that this resolution and the Joint Agreement are beneficial to the residents/customers of the Agency and are in the best interests of the residents of the Agency, and of the future residents of the area within the proposed CFDs and Assessment Districts. The Agency hereby finds and declares that the issuance of revenue bonds by the Authority to purchase Local Obligations in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs, and the more efficient delivery of local agency services to residential and commercial development within the Agency.

Section 6. The Authority has adopted Local Goals and Policies as required by Section 53312.7 of the Mello-Roos Act. The Agency approves the use of those Local Goals and Policies in connection with the formation of CFDs. The Agency hereby agrees that the Authority may act in lieu of the Agency under those Local Goals and Policies in forming and administering the CFDs.

Section 7. The Authority has prepared and will update from time to time the “SCIP Manual of Procedures” (the “Manual”), and the Agency will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 8. Pursuant to the Mello-Roos Act and this resolution, the Authority may conduct proceedings under the Mello-Roos Act to form the CFDs and to have such CFDs authorize the financing of (i) any or all of the facilities and Fees set forth on Exhibit C, attached hereto and (ii) any or all the Services set forth on Exhibit D, attached hereto. All of the facilities, whether to be financed directly or through Fees, shall be facilities that have an expected useful life of five years or longer and are facilities that the Agency or other local public agencies, as the case may be, are authorized by law to construct, own or operate, or to which they may contribute revenue.

The appropriate officials and staff of the Agency are hereby authorized and directed to cooperate with the Authority and the Authority's special tax consultant and other consultants to calculate the appropriate level of the special tax to fund the Services for each CFD in connection with initial formation and in connection with the annual levy. Exhibit C and Exhibit D may be modified from time to time by written agreement between an authorized representative of the Authority and of the Agency. The facilities are referred to herein as the "Improvements," and the Improvements to be owned by the Agency are referred to as the "Agency Improvements." The Fees paid or to be paid to the Agency are referred to as the "Agency Fees". The Services funded are referred to as the "Agency Services". The financing of the Agency Services shall only be authorized for stand-alone development projects and Local Obligations may not be issued to fund Services.

Section 9. For Improvements, Fees or Services to be owned, used or provided by another local agency (a "Third Party Local Agency"), the Authority will separately identify them in its proceedings and will enter into a joint community facilities agreement with such Third Party Local Agency as required by the Mello-Roos Act. Each joint community facilities agreement with each Third Party Local Agency will contain a provision that the Third Party Local Agency will provide indemnification to the Agency to the same extent that the Agency provides indemnification to the Third Party Local Agency under the terms of this resolution.

Section 10. The Agency acknowledges that Improvements and Fees will be funded through a CFD only if they are necessary to meet increased demands placed upon the Agency as a result of development occurring or expected to occur within the proposed CFD and Services will be funded through a CFD only if they are in addition to those provided in the territory of the CFD before the CFD was created and will not supplant existing services. In connection with the formation of each CFD, as may be required by the Authority's procedures, the Agency shall certify that such requirements are satisfied in form and substance satisfactory to the Authority.

Section 11. The Authority shall promptly transfer special tax collections for Agency Services, after payment of its own reasonable administrative costs incurred in the administration of the CFDs, to the Agency. The Authority will apply the other special tax collections initially as required by the documents under which any Local Obligations are issued; and thereafter, to the extent not provided in the Local Obligations documents, may pay its own reasonable administrative costs. The Authority will remit any special tax revenues from any particular CFD remaining after the final retirement of all related Local Obligations to the Agency and to the other local agencies in the proportions specified in the Authority's proceedings. The Agency will apply any such special tax revenues it receives for authorized Agency Improvements, Agency Fees and/or Agency Services, as applicable, and its own administrative costs only as permitted by respective CFD proceedings and by the Mello-Roos Act. The joint community facilities agreements with each Third Party Local Agency must require the Third Party Local Agency to apply the special tax revenues they receive for their authorized Improvements, Fees and/or Services under the CFDs and for their own related administrative costs only as permitted by the Mello-Roos Act.

Section 12. The Authority will administer the CFDs, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the Local Obligations, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The Agency

will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the Agency to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the Local Obligations and any revenue bonds, although the Agency will not participate in nor be considered to be a participant in the proceedings respecting the CFDs (other than as a party to the agreement embodied by this resolution) nor will the Agency be or be considered to be an issuer of the Local Obligations nor any revenue bonds. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency.

Section 13. In the event the Authority completes issuance and sale of Local Obligations, and Local Obligation proceeds become available to finance the Improvements, the Authority shall establish and maintain a special fund for each development project (the “Acquisition and Construction Fund”). The portion of Local Obligation proceeds which is intended to be utilized to finance the Improvements and Fees shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will be available both for Agency Improvements and Agency Fees and for the Improvements and Fees pertaining to each Third Party Local Agency. Subaccounts shall be created as necessary.

Section 14. As respects the Authority and each Third Party Local Agency, the Agency agrees to fully administer, and to take full governmental responsibility for, the construction or acquisition of the Agency Improvements and for the administration and expenditure of the Agency Fees, as applicable, including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority and each Third Party Local Agency shall have no responsibility in that regard. The Agency reserves the right, as respects each Participating Developer, to require the Participating Developer to contract with the Agency to assume any portion or all of this responsibility. The Authority is required to obtain provisions equivalent to this paragraph in the joint community facilities agreement with each Third Party Local Agency.

Section 15. The Agency agrees to indemnify and to hold the Authority, its other members, and its other members’ officers, agents and employees, and each Third Party Local Agency and their officers, agents and employees (collectively, the “Indemnified Parties”) harmless from any and all claims, suits and damages (including costs and reasonable attorneys’ fees) arising out of the design, engineering, construction and installation of the Agency Improvements and the improvements to be financed or acquired with the Agency Fees. The Agency reserves the right, as respects each Participating Developer, to require the Participating Developer to assume by contract with the Agency any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency naming the Agency and its officers, agents and employees as Indemnified Parties with respect to each Third Party Local Agency’s respective Improvements and the improvements to be constructed or acquired with each Third Party Local Agency’s Fees.

Adoption by the Commission of the Authority of each Resolution of Intention to form a CFD or an Assessment District shall constitute agreement by the Authority to indemnify and to hold the

County, its officers, agents and employees harmless from any and all claims, suits and damages arising out of the formation or administration of such CFD or Assessment District or the issuance of bonds therefor except to the extent such claims, suits and damages are caused by the negligence or willful misconduct of such indemnified parties.

Section 16. As respects the Authority and each Third Party Local Agency, the Agency agrees – once the Agency Improvements are constructed according to the approved plans and specifications, and the Agency and the Participating Developer have put in place their agreed arrangements for the funding of maintenance of the Agency Improvements – to accept ownership of the Agency Improvements, to take maintenance responsibility for the Agency Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the Agency Improvements. The Agency reserves the right, as respects the Participating Developer, to require the Participating Developer by contract with the Agency to assume any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency naming the Agency and its officers, agents and employees as Indemnified Parties.

Section 17. The Agency acknowledges the requirement of the Mello-Roos Act that if the Agency Improvements are not completed prior to the adoption by the Commission of the Authority of the Resolution of Formation of the CFD for each respective development project, the Agency Improvements must be constructed as if they had been constructed under the direction and supervision, or under the authority of, the Agency. The Agency acknowledges that this means all Agency Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The Agency reserves the right, as respects the Participating Developer, to assign appropriate responsibility for compliance with this paragraph to the Participating Developer.

Section 18. The form of the Acquisition Agreement attached hereto as Exhibit B is hereby approved, and the Chair or Vice Chair of the Board or such officer's designee (each, an "Authorized Officer") is authorized to execute, and deliver to the Participating Developer, the Acquisition Agreement on behalf of the Agency in substantially that form, with such changes as shall be approved by the Authorized Officer after consultation with the Agency Attorney and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 19. After completion of the Agency Improvements and appropriate arrangements for the maintenance of the Agency Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Mello-Roos Act and in the Acquisition Agreement, to the satisfaction of the Agency, and in conjunction with the Agency's acceptance thereof, acquisition of the Agency Improvements shall be undertaken as provided in the Acquisition Agreement.

Section 20. The Agency hereby consents to the formation of the CFDs in accordance with this resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the CFDs with the understanding that the Authority will hereafter take each

and every step required for or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the Local Obligations, all at no cost to the Agency and without binding or obligating the Agency's general fund or taxing authority.

Section 21. The terms of the Agreement embodied by this resolution may be amended by a writing duly authorized, executed and delivered by the Agency and the Authority, except that no amendment may be made after the issuance of the Local Obligations by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding Local Obligations.

Section 22. Except to the extent of the indemnifications extended to each Third Party Local Agency in the Agreement embodied by this resolution, and the Agency's agreement to take responsibility for and ownership of the Agency Improvements, no person or entity, including the Participating Developer, shall be deemed to be a third party beneficiary of this resolution, and nothing in this resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the Agency (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this resolution.

Section 23. The Agency shall be identified as a third-party beneficiary of all joint community facilities agreements between the Authority and each Third Party Local Agency to the extent of the indemnification provisions and the provisions whereby each Third Party Local Agency agrees to take responsibility for and ownership of their Improvements.

Section 24. The appropriate officials and staff of the Agency are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the Agency and/or who are conditioned to install Improvements and/or whose plans for new development within the Agency necessitate new or increased levels of Services and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The Agency shall designate appropriate staff who shall be responsible for coordination with the Authority, and shall provide the appropriate contact information to the Authority from time to time.

Section 25. The appropriate officials and staff of the Agency are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by bond counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect Fees on new development to pay for public capital improvements within the jurisdiction of the Agency, as are reasonably required by the Authority in accordance with the Manual to implement SCIP and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP.

Section 26. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of the County of Mariposa is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority. This resolution shall remain in force with respect to any Assessment District and CFD formed until all Local Obligations have been retired and the authority to levy the special tax conferred by any CFD proceedings and to levy the assessment conferred by any assessment proceedings has ended or is otherwise terminated.

*

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ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 1st day of October 2024 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

ATTEST:

Danielle Bondshu, Clerk of the Board

Miles Menetrey, Chair
Board of Supervisors

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

EXHIBIT A TO THE RESOLUTION

FORM OF RESOLUTION OF INTENTION TO BE ADOPTED BY CSCDA

For Assessment Districts Only

RESOLUTION NO. __SCIP-

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE CAPITAL IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT RELATED FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. __ ([NAME OF PROJECT]) COUNTY OF MARIPOSA, APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the “1913 Act”), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the “Code”), the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees, capacity fees and/or other development related charges for public improvements (the “Improvement Fees”) and/or to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the [City/County of __] or another local agency (the “Improvements”) as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the property within the proposed Statewide Community Infrastructure Program Assessment District No. __ ([name of project]) County of Mariposa (the “Assessment District”);

WHEREAS, the Commission finds that the land specially benefited by the Improvements and/or the Improvement Fees is shown within the boundaries of the map entitled “Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. __ ([name of project]) County of Mariposa, State of California,” a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated “Statewide Community Infrastructure Program Assessment District No. __ ([name of project]) County of Mariposa, State of California”;

WHEREAS, the County of Mariposa is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the “1931 Act”), being Division 4 (commencing with Section 2800) of the

Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 3. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIID of the California Constitution.

Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the [County of _____] within fifteen (15) days of the adoption of this resolution.

Section 5. The Commission determines that the cost of financing the Improvements and/or the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the financing of the Improvements and/or the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the financing of the Improvements and/or the payment of the Improvement Fees.

Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed Assessment District to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Section 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

Section 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Section 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

Section 10. The amount of any surplus remaining in the improvement fund after acquisition of the Improvements and/or payment of Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

Section 11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this
___ day of ___, 20__.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on
_____, 20__.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A TO THE RESOLUTION OF INTENTION

DESCRIPTION OF WORK

The payment of development impact fees, capacity fees and/or other development related charges levied within the Assessment District and/or public capital improvements to be acquired and owned by the County of Mariposa or another local agency upon or for the benefit of parcels within the Assessment District, for the project known as [Project Name], which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels within the Assessment District have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES, CAPACITY FEES AND/OR OTHER DEVELOPMENT RELATED CHARGES

CAPITAL IMPROVEMENTS*

**Capital improvements includes funding for incidental costs associated with the capital improvements, including but not limited to, contingency, design, engineering, and construction management*

[End of Form of Resolution of Intention]

EXHIBIT B TO THE RESOLUTION
FORM OF ACQUISITION AGREEMENT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND BETWEEN
COUNTY OF MARIPOSA
AND
[DEVELOPER]

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the “Agreement”) are the COUNTY OF MARIPOSA, (the “Local Agency”), and [DEVELOPER], a [*indicate type of legal entity*] (the “Developer”).

B. The effective date of this Agreement is _____, 20__.

C. The Developer has applied for the financing of, among other things, certain public capital improvements to be owned by the Local Agency (collectively, the “Acquisition Improvements”) through the California Statewide Communities Development Authority (the “Authority”) and its Statewide Community Infrastructure Program (“SCIP”). [*For CFDS:*][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through a community facilities district which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the “Act”). On [____], 20[___], the Local Agency entered into a Joint Community Facilities Agreement authorizing the Authority to form a community facilities district (the “District”) within the territorial limits of the Local Agency to finance, among other things, the Acquisition Improvements. On [____], 20[___], the Authority formed the District and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the District authority on the Authority Commission.] [*For Assessment Districts:*][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through an assessment district (the “District”) which will be administered by the Authority under and pursuant to Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the “1913 Act”) and the issuance of improvement bonds (the “Local Obligations”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act” and, together with the “1913 Act” the “Act”).]

D. The administration, payment and reimbursement of the capital facilities fees is agreed to be governed by the provisions of the SCIP Manual of Procedures as it may be amended from time to time. The administration, payment and reimbursement of the Acquisition Improvements shall be as provided herein.

E. Under SCIP, the Authority intends to levy [assessments] [special taxes] and issue bonds, in one or more series, to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the [special taxes and] bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the “Available Amount”.

F. The Authority will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the public capital improvements, [pursuant to Section 53313.51 of the Act,] to

be acquired from the Developer.

G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.

H. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.

I. Attached to this Agreement are Exhibit A (*Acquisition Improvements and the Eligible Portions thereof*) and Exhibit B (*Form of Requisition*), which are incorporated into this Agreement for all purposes.

In consideration of Recitals A through I, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

Agreement

ARTICLE I

DEFINITIONS; DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition and Construction Fund” means the “County of Mariposa Acquisition and Construction Fund” established by the Authority pursuant to Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements and which fund may be held as a subaccount within a fund established under the Authority Trust Agreement and may be commingled with acquisition and construction fund monies available for other public capital improvements.

“Acquisition Improvement” shall have the meaning assigned to such term in the recitals and are further described in Exhibit A.

“Acquisition Price” means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 2.03 not to exceed the Actual Cost of the Acquisition Improvement.

“Act” has the meaning ascribed thereto in Recital C.

“Actual Cost” means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the Local Agency and as certified by the Local Agency Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer’s cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the Local Agency or its designee, (e) the Developer’s cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer’s cost for construction and project management, administration and supervision services for such Acquisition Improvement, (h) the Developer’s cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

“Actual Cost Certificate” means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the Local Agency Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of [_____], 20[___].

“Authority” means the California Statewide Communities Development Authority.

“Authority Trust Agreement” means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

“Authority Trustee” means the financial institution identified as trustee in an Authority Trust Agreement.

“Available Amount” shall have the meaning assigned to the term in Recital E.

“Bonds” means bonds or other indebtedness issued by the Authority as tax-exempt or taxable bonds or other indebtedness, in one or more series, that is to be repaid by the District.

“Code” means the Streets and Highways Code or the Government Code of the State of California, as applicable.

“Developer” means [*Developer*], its successors and assigns.

“Disbursement Request Form” means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof

in substantially the form contained in Exhibit B hereto.

“District” shall have the meaning assigned to the term in Recital C.

“Eligible Portion” shall have the meaning ascribed to it in Section 2.03 below.

“Installment Payment” means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

“Local Agency” means the County of Mariposa.

“Local Agency Engineer” means the Engineer of the Local Agency or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Project” means the Developer’s development of the property in the District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the District.

[“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the District to be levied by the Commission of the Authority.]

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the Local Agency of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP. The Local Agency has adopted a resolution authorizing the Authority to accept applications from time to time of developers within the Local Agency’s jurisdictional boundaries. Developer has applied for financing through SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. [*For CFDs:*][The terms of a joint community facilities agreement identifying the Acquisition Improvements and the terms and conditions for the District were embodied within the Local Agency Resolution and were accepted by the Authority with respect to the District.] Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Acquisition and Construction Fund (as defined in Section 1.03 below), neither the Developer nor the Local Agency shall have any obligations under this Agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount.

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the Acquisition and Construction Fund.

(b) The Authority will cause the Authority Trustee to establish and maintain an account (the "Acquisition and Construction Fund") for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the Local Agency as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority [to call Bonds or to reduce Special Taxes as the Authority shall determine][as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the District].

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with any applicable requirements of the Local Agency with respect to the bidding and

contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency each Acquisition Improvement to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already publicly owned), when the Acquisition Improvement has been constructed and is complete to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an "Eligible Portion"). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Amounts allocated to an Acquisition Improvement will be further allocated among the Eligible Portions of that Acquisition Improvement, if any, in the same proportion as the amount to be reimbursed for hard costs for each Eligible Portion bears to the amount to be reimbursed for hard costs for the entire Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. The costs of certain environmental mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the Acquisition and Construction Fund and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the Acquisition and Construction Fund equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the Acquisition and Construction Fund shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the Acquisition and Construction Fund at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all Local Agency regulations and ordinances and is otherwise complete and ready for acceptance by the Local Agency, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the [assessments/Special Taxes] of the District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) All due and payable property taxes, and installments of [assessments/Special Taxes] shall be current on property owned by the Developer or under option to the Developer that is subject to the lien of the District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the Program Administrator. The Program Administrator will review the SCIP Requisition and forward it with instructions to the Authority Trustee and the Authority Trustee shall make payment directly to the Developer of such amount pursuant to the Authority Trust Agreement. The Local Agency and the Developer acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The Authority Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority, its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party

beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be delivered (via mail or electronic mail) to:

If to the Local Agency:

County of Mariposa
[Address to come]
[Email to come]

If to the Developer:

[Developer]
[Address to come]
[Email to come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

[The remainder of this page intentionally left blank]

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

COUNTY OF MARIPOSA

By: _____
Authorized Officer

[DEVELOPER],
a [here indicate type of legal entity]

By: _____
Signature

Print Name

Exhibit A to the Acquisition Agreement

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

[To be completed based on Final Engineer's Report/developer's budget and cash flows]

Funding includes amounts for incidental costs associated with the capital improvements, including, but not limited to, contingency, design, engineering, and construction management.

ACQUISITION IMPROVEMENTS	TOTAL AMOUNT*
☐	\$ ☐
☐	\$ ☐

* Estimated. Acquisition Price will be determined based on Actual Cost as further described in this Acquisition Agreement.

Exhibit B to the Acquisition Agreement

FORM OF SCIP REQUISITION

To: BLX Group LLC
SCIP Program Administrator
355 South Grand Avenue, Suite 2700
Los Angeles, California 90071
Attention: Vo Nguyen
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the COUNTY OF MARIPOSA hereby requests a withdrawal from the [DEVELOPER] ACQUISITION AND CONSTRUCTION FUND, as follows:

Request Date: [Insert Date of Request]

Name of Developer: [Developer]

Withdrawal Amount: [Insert Acquisition Price]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.

COUNTY OF MARIPOSA

By: _____

Title: _____

EXHIBIT C TO THE RESOLUTION

ELIGIBLE FACILITIES AND FEES

Eligible facilities and fees that may be financed by a CFD formed by CSCDA through SCIP include all improvements and fees authorized under the Mello-Roos Act, including but not limited to the following:

Transportation Improvements

Eligible roadway improvements include, but are not limited to: acquisition of land and easements; roadway design; project management; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site), enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters, bus and transit improvements including transfer stations and regional public transit improvements; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed herein also include any and all necessary underground potable and recycled water, sanitary sewer, and storm drainage system improvements.

Water System Improvements

Authorized facilities include any and all water facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: water storage, treatment and distribution facilities including waterlines and appurtenances, gate valves, pressure reducing stations, flow meters, fire hydrants, and other improvements related thereto such as site clearing, grading and paving; curbs and gutters; booster pump stations & power; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Recycled Water System Improvements

Authorized facilities include any and all recycled water system facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: treatment and distribution facilities including pipelines and appurtenances, gate valves, flow meters, booster pump pressurization system, and other improvements related thereto - such as site clearing, grading and paving; curbs and gutters; booster pump stations; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Drainage System Improvements

Authorized facilities include any and all drainage and storm drain improvements designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: excavation and grading, pipelines and appurtenances, outfalls and water quality measures, detention/retention basins, drainage pretreatment facilities, drainage ways/channels, pump stations, landscaping and irrigation; access roads, gates, and fencing; and striping and signage and

other improvements related thereto.

Wastewater System Improvements

Authorized facilities include any and all wastewater facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to, pipelines and all appurtenances thereto; manholes; tie-in to existing main lines; force mains; lift stations; upgrades to existing lift stations; odor-control facilities; and permitting related thereto; and related sewer system improvements.

Park, Parkway and Open Space Improvements

Authorized facilities include any and all improvements to parks, parkways and open space required for development within the CFD. These facilities include, but may not be limited to: grading, turf, shrubs and trees, landscaping irrigation, site lighting, drainage, sanitary sewer and water service, pedestrian and bicycle trails, protective fencing (including soundwalls), pedestrian/bicycle bridges, storm drain crossings, wetland mitigation, hawk mitigation for authorized facilities herein, access gates and fencing and related open space improvements. Authorized facilities include acquisition of any and all parkland as well as open space/bike trail/public access easements required for development within the CFD.

Electrical System Improvements

Authorized facilities include any and all electrical supply and distribution facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: design, distribution lines, vaults, conduit, trenching, transformers and installation of cabling.

School and Educational Facilities

Authorized facilities include classroom renovation, updates to school safety and security systems, technology improvements, energy efficiency improvements, school modernization and retrofitting, and new classroom and school construction as required for development within the CFD.

Other Public Improvements

Authorized facilities include any and all public facilities and infrastructure designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: community center facilities, library facilities, police facilities, fire suppression and response facilities, other public safety facilities, corporation yards, municipal service centers, public parking garages, and other public buildings.

Fees and Charges

Authorized facilities include the direct funding of any of the above referenced facility types for which the Local Agency collects a development impact fee, capacity charge, fair share contribution, or other development-related fee.

Other Incidental Expenses and Bond Issuance Costs

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluation, remediation and mitigation); engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the public facilities; costs of project/construction management; costs (including the costs of legal services) associated with the formation of the CFD; issuance of bonds (if any); determination of the amount of taxes; collection of taxes; payment of taxes; costs of calculating and providing reimbursements from one-time special tax payments; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; and any other expenses incidental to the formation and implementation of the CFD and to the construction, completion, inspection and acquisition of the authorized facilities.

EXHIBIT D TO THE RESOLUTION

ELIGIBLE SERVICES

Services to be funded, in whole or in part, by any CFD formed by the Authority for Agency Services shall include all direct and incidental costs related to providing for the funding of public safety services, including, but not limited to, police and fire safety, emergency response, and similar services, as well as the funding of services for the maintenance of public improvements. The CFDs may fund services relating to obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provisions of services. The Services may be provided by the Agency directly with its own employees or by contract with third parties, or any combination thereof.

Services to be financed by a CFD shall be limited to Services that are in addition to those provided in the territory of the CFD prior to the date of creation of the CFD and shall not supplant services already available within that territory when the CFD is created.

CERTIFICATION OF RESOLUTION

I, the undersigned, the duly appointed and qualified Clerk of the Board of the County of Mariposa, do hereby certify that the foregoing Resolution No. _____ was duly adopted at a regular meeting of the Board of Supervisors of the County of Mariposa duly and regularly held at the regular meeting place thereof on the _____ day of _____, 20__, of which meeting all of the members of said Board of Supervisors had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at _____, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

Notice of public was published in [name of newspaper] at least 5 days prior to the hearing.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

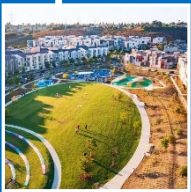
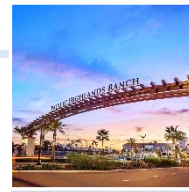
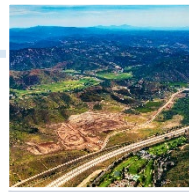
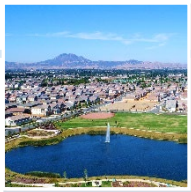
Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 20__

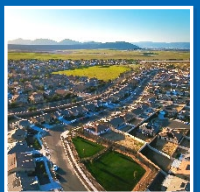


Clerk of the Board of the County of
Mariposa

By: _____



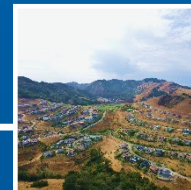
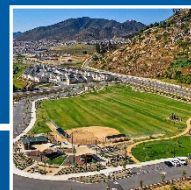
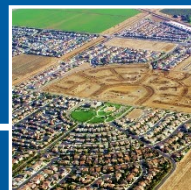
STATEWIDE COMMUNITY INFRASTRUCTURE
PROGRAM OF



CSCDA



CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY





CSCDA Governance

CSCDA COMMISSION

- Seven-member Commission with two alternates.
- Commissioners appointed by the Executive Committees of the California State Association of Counties (CSAC) and the League of California Cities (Cal Cities).
- Four appointees for CSAC and three appointees for Cal Cities.
- Commissioners are former and current elected officials and staff at counties and cities across California.



SCIP Core Finance Team

California Statewide Communities Development Authority (Issuer)

James Hamill
Managing Director
Walnut Creek

Jon Penkower
Managing Director
Walnut Creek

RBC Capital Markets (Underwriter)

Bob Williams
Managing Director
San Francisco

Luke Brewer
Vice President
San Francisco

Michelle Nimo
San Francisco



CSCDA
CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY



Capital
Markets



Orrick Herrington & Sutcliffe LLC (Bond/Disclosure Counsel)

Patricia Eichar
Partner
Sacramento

Nina Brox
Attorney
Sacramento

Brendan LaFountain
Senior Associate
Sacramento

Wilmington Trust, N.A. (Trustee)

John Delaray
Vice President
Costa Mesa

Jeanie Mar
Vice President
Costa Mesa

Nancy Chen
Assistant Vice President
Costa Mesa



**WILMINGTON
TRUST**

MEMBER OF THE M&T FAMILY



David Taussig & Associates (Assessment Engineer/Special Tax Consultant)

Kuda Wekwete
Managing Director
San Jose

Shayne Morgan
Managing Director
San Jose

Kyle Martinez
Manager
San Jose

Integra Realty Resources (Appraiser)

Eric Segal
Managing Director
Rocklin



BLX

BLX Group LLC (Program Administrator)

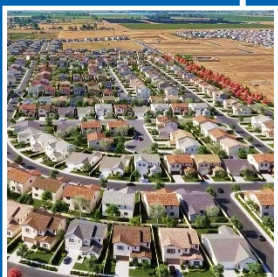
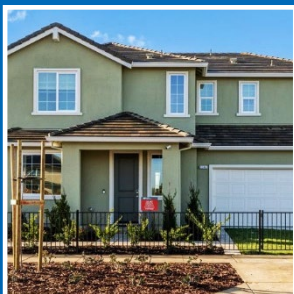
Vo Nguyen
Managing Director
Los Angeles

SCIP Program & Requirements

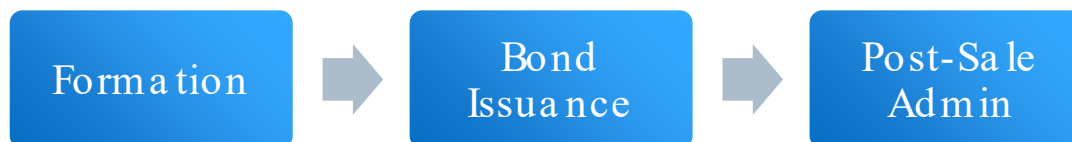


Capital
Markets

SCIP Financing for New Development



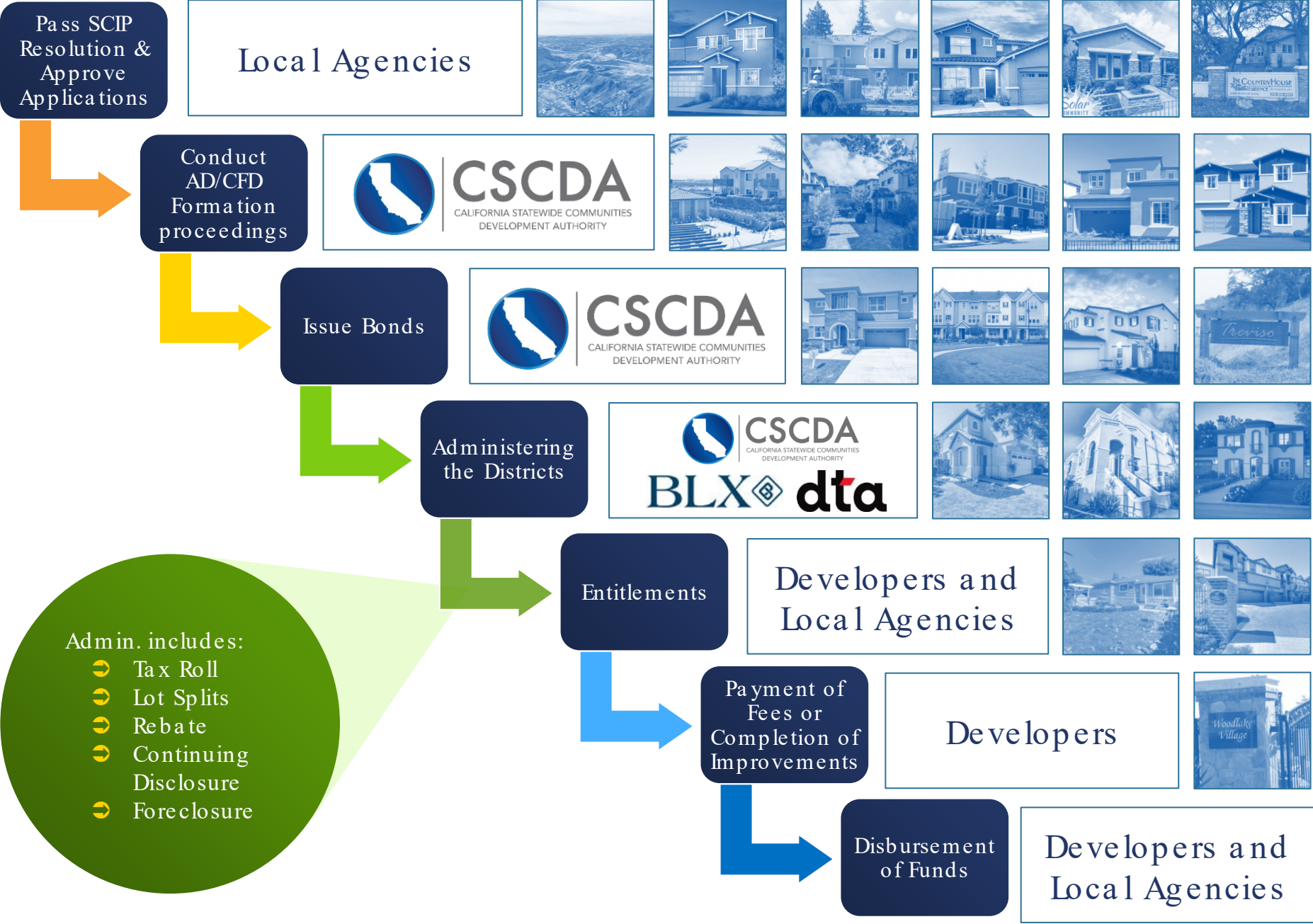
- There are several ways for Developers and Local Agencies to use SCIP to assist in financing impact fees, public improvements and facilities for new residential, commercial and industrial projects.
 - The SCIP Pool which is meant to accommodate smaller projects or individual phases of a larger project (\$500,000 to \$10 million).
 - SCIP can also be used to finance larger projects on a standalone basis (\$5 to \$30 million+).
- Financing of Impact Fees and Improvements/Facilities
 - Financing of Impact Fees is a popular option for developers starting to pull building permits and/or construct models.
 - SCIP can also be used to finance public improvements and facilities for any work that is complete and will be dedicated for public use.



- CSCDA manages the SCIP bond issuance process from district formation through the issuance of bonds and post sale administration which includes:
 - Holding the public hearing and overseeing the issuance of bonds.
 - Managing post sale administration which includes preparing the tax rolls, continuing disclosure, disbursement of funds and rebate.

SCIP can accommodate any development by mixing and matching its programs to fit the needs of a specific project to promote development and meet Local Agency goals.

SCIP Tasks and Responsibility Schedule





SCIP Land Development Credit Evaluation



HIGH RISK

MODERATE RISK

LOW RISK

Land Development Stage	Raw Acreage	Raw Acreage	Partially Entitled Acreage	Entitled Acreage With Grading Underway	Improved Land with In-Tracts Underway	Finished Lots	Finished Homes
Entitlements	No Approved Plans	General Plan Approved and Zone	Development Agreement Approved	Tentative Map Approved, Grading Permit	Final Subdivision Map	Building Permits	Certificate of Occupancy
SCIP Financing Program	Does Not Qualify	Does Not Qualify	Does Not Qualify	Public Improvement Funding	Pre-Funding Impact Fees	Pre-Funding / Reimbursing Impact Fees	Impact Fee Reimbursement
Total Amount Developer \$ Invested per Lot	\$50,000 (Land Costs)	\$62,500	\$75,000	\$100,000 (Off-Sites)	\$150,000 (In-Tracts)	\$250,000 (Building Permit)	\$500,000 (Finished Home)
Lien-to-Value Coverage Ratio (\$25,000/Lot Lien)	2 : 1	2.5 : 1	3 : 1	4 : 1	6 : 1	10 : 1	20 : 1



Questions



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-503

MEETING: November 12, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve an Amendment to the Mariposa County Drug and Alcohol Testing Policy for Safety-Sensitive Positions now-titled Mariposa County Drug and Alcohol Testing Policy for Department of Transportation Regulated Positions; and Authorize the Human Resources Director to Revise the Regulated Classifications list per Requirements of Section V. Revision of Covered Classifications, Effective Immediately

RECOMMENDATION AND JUSTIFICATION

Approve an Amendment to the Mariposa County Drug and Alcohol Testing Policy for Safety-Sensitive Positions now-titled Mariposa County Drug and Alcohol Testing Policy for Department of Transportation Regulated Positions; and Authorize the Human Resources Director to Revise the Regulated Classifications list per Requirements of Section V. Revision of Covered Classifications, Effective Immediately.

The Mariposa County Drug and Alcohol Testing Policy for Safety-Sensitive Positions outlines compliance requirements for employees regulated under the Department of Transportation. The policy, which is very similar to the County's other drug testing policies, contains requirements for individuals deemed Safety-Sensitive per DOT regulation and, as a result, are required to be subject to random drug testing.

As a result of positions/classifications subject to the policy provisions changing over time in addition to grant funding requiring the policy to be updated on a regular basis, the policy once again requires updates. A summary of the policy revisions and justification for the change are listed below:

- A few places in the document contained difficult text to understand, which may be true in the correct context, yet the context was lacking. In these areas, context was added, such as one area that said the employee could be tested at any time. The text was clarified to explain that the employee can be tested at any time if they meet the reasonable suspicion criteria.
- Section K covers employees transferring from a non-DOT to a DOT position. The current policy does not clearly address how this process would work, especially if the person tests positive for Marijuana or one of the other tested substances. Text was added to clarify and explain the actions to be performed if the employee tests positive for Marijuana or a different substance in light of California's AB-2188 law.
- The current policy uses underlining to clarify what procedures are done under the County Authority. The use of underlining to identify "County Authority" was changed to [brackets]

because underlining is useful for providing emphasis. (In addition, various “County Authority” parts are essentially duplicated in the other employee union drug testing policies. *It is possible the underlining was more valuable before the Counties' other union-specific drug testing policies.*)

- A revision log was added, including instructions specifying that the appropriate union(s) will be notified, in addition to any incumbent employees, at least 30 days in advance if an employee is added or removed from the list. Allowing additions and subtractions to the list of positions aids in keeping the list accurate. The list of classifications/positions subject to the DOT regulation can only be updated by Board action. Since this policy pertains to employees represented by unions, all four unions must agree to the changes before revision. With this revision, the HR director will sign off, the department head (s) where the position(s) resides, the employee if an incumbent, if one exists, and the labor union that represents the affected classification/position.
- The policy name is changed from *Mariposa County Drug and Alcohol Testing Policy for Safety-Sensitive Positions* to *Mariposa County Drug and Alcohol Testing Policy for Department of Transportation Regulated Positions* to communicate its scope more accurately.

The relevant union organizations have reviewed and confirmed the changes. Additionally, the proposed changes have been reviewed by Liebert Cassidy Whitmore (LCW), the County's retained law firm for labor law-related topics.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This policy was created on: 6/18/1996 (B/S Res No 96-280), then subsequently revised on 9/9/1997 (B/S Res No 97-366); 5/9/2006 (B/S Res No 06-169); 6/14/2016 (B/S Res No 16-275) 8/14/2018 (B/S Res No 18-397); 3/16/2021 (B/S Res. No. 21-131)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failing to approve this policy revision will result in the status quo. In addition, grant funds will be at risk because federal road-related funding sources typically require a drug-free workplace as an element of the grant application. Lastly, the policy will continue to be difficult to revise and understand, and the list of individuals who are subject to its regulatory effects will be inaccurate.

FINANCIAL IMPACT

None

ATTACHMENTS

1. DOT Drug and Alcohol Testing Policy 10312024_DRAFT
2. DOT Drug and Alcohol Testing Policy 10312024_DRAFT_WithMarkup

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 DRUG AND ALCOHOL TESTING POLICY FOR DEPARTMENT OF TRANSPORTATION REGULATED POSITIONS



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A. STATEMENT OF PURPOSE AND POLICY OBJECTIVES

The Mariposa County ("County") Board of Supervisors is committed to preventing all substance abuse and its effects in the workplace and to maintaining an alcohol and drug-free environment. Mariposa County recognizes that its employees and contractors have a responsibility to the public to deliver service in a safe and conscientious manner and that in order to achieve optimum safe and efficient job performance, its employees must be free from the effects of alcohol and other job-impairing substances.

It is Mariposa County's policy that its employees, contractors, and volunteers shall not be under the influence or in possession of alcohol or any unauthorized controlled substance while on County property, at identified work locations, or while on duty or assigned on-call duty, shall not utilize, sell or provide drugs or alcohol to any other employee or to any person while the employee is on duty, or shall not have their ability to work impaired as a result of the use of alcohol or drugs. This policy does not apply to authorized possession of a controlled substance or alcohol which occurs within the scope and duties of law enforcement employee duties.

Mariposa County provides public transit and paratransit services for the residents of Mariposa County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment and ensuring that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Mariposa County declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655 and 49 CFR Part 382 for the Federal Motor Carrier Safety Administration (FMCSA), as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result or test refusal. The U.S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

Any provisions set forth in this policy that are included under the sole authority of Mariposa County and are not provided under the authority of the above-named Federal regulations are in [brackets.] Tests conducted under the sole authority of Mariposa County will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full or part-time) when performing safety-sensitive¹ duties either under the Federal Transit Administration (FTA) or the Federal Motor Carriers Safety Administration (FMCSA) Regulations. Under the FTA, a safety-sensitive function is the operation of a public transit vehicle, including the operation of a revenue service vehicle (whether or not the vehicle is in the revenue service), maintenance of a revenue service vehicle, or equipment used in revenue service, security personnel who carry firearms, dispatchers or person controlling the movement of revenue service vehicles and any other transit employee who is required to hold a Commercial Driver's License. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles, and/or equipment used in revenue service. Supervisors are only safety-sensitive if they perform one of the above functions. Volunteers are considered safety-sensitive and subject to testing if they are required to hold a CDL or receive remuneration for service in excess of actual expense. Under the FMCSA, a safety-sensitive function is the operation of a vehicle with a gross weight rating of 26,001 or more pounds or has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or is used to transport 16 or more passengers, including the driver; or is of any size and is used for the transportation of hazardous materials.

A list of safety-sensitive positions that perform one or more of the above-mentioned duties is provided in Attachment A.

C. DEFINITIONS

Adulterated Specimen: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food preparation, or medication.

Alcohol Concentration is expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing; it is taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected or which is canceled. A canceled test is neither positive nor negative.

¹ The term Safety-sensitive utilized in this document refers exclusively to only the positions designated and regulated by FMCSA or FTA. Safety-sensitive shall not be misconstrued as the other Safety-Sensitive definition, which refers to non-Department of Transportation (DOT) regulated positions as described in the cable employee organization drug testing policies and the Administration of Non-DOT Safety-Sensitive Employee Designation List Policy.

Clearinghouse: The FMCSA database that 49 CFR Part 382 requires employers and service agents to report information to and to query regarding CDL drivers who are subject to the DOT controlled substance and alcohol testing regulations.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test is performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee: An employee who performs a safety-sensitive function, including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

Drug and Alcohol Program Manager (DAPM): An employee responsible for administering the program, is responsible for record-keeping, preparation of the annual Management Information System (MIS) report, administering and scheduling the random testing process, and serving as the Designated Employer Representative (DER), or liaison with drug and alcohol testing service agents.

Department of Transportation (DOT), The Department, (DOT Agency): These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG) in the Department of Homeland Security is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute Specimen: A specimen with creatinine and specific gravity values that are lower than expected for human urine.

Evidentiary Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

FMCSA Accident: An occurrence involving a commercial motor vehicle operating on a public road in commerce and -

1. A loss of human life; or
2. bodily injury and immediately receives medical treatment away from the scene of the accident AND a citation was issued within 8 hours of the occurrence under State or local law for a moving violation arising from the accident; or
3. One or more motor vehicles incur disabling damage as the result of the occurrence, AND a citation was issued within 8 hours of the occurrence under State or local law for a moving violation arising from the accident.

FTA Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result—

1. An individual dies;
2. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
3. One or more vehicles incur disabling damage as a result of the occurrence and are transported away from the scene by a tow truck or other vehicle. For purposes of this definition, disabling damage means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

FMCSA Safety-Sensitive Functions: All time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include

1. all time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
2. all time inspecting equipment as required by §§392.7 and 392.8 of this subchapter or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. all time spent at the driving controls of a commercial motor vehicle in operation;
4. all time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of §393.76 of this subchapter);
5. all time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending to a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments loaded or unloaded; and

6. all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

FTA Safety-Sensitive Functions: Includes (a) the operation of a transit revenue service vehicle even when the vehicle is not in revenue service; (b) the operation of a vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver's License (CDL); (c) maintaining a revenue service vehicle or equipment used in revenue service; (d) controlling the movement of a revenue service vehicle and (e) carrying a firearm for security purposes. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles, and/or equipment used in revenue service. A list of safety-sensitive positions that perform one or more of the above-mentioned duties is provided in Attachment A. Supervisors are only safety-sensitive if they perform one of the above functions. Volunteers are considered safety-sensitive and subject to testing if they are required to hold a CDL or receive remuneration for service in excess of actual expense.

Initial Drug Test (Screening Drug Test): The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurement can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has the appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant biomedical information.

Negative Dilute: A drug test result that is negative for the five drug/drug metabolites but has creatinine or specific gravity values that are lower than expected for human urine.

Negative Test Result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class, and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative Test Result: A test result reported as adulterated, substitute, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive Test Result: A drug test is the result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations. A positive alcohol test result means a confirmed alcohol concentration of 0.04 BAC or greater.

Prohibited Drug: Marijuana, cocaine, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result is reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS-certified laboratory when no tests are performed for specimens because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles used for passenger transportation service.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap> with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

Substituted specimen: A specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test should the employee:

- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- Fail or decline to take a second test as directed by the collector or the employer for drug testing.
- Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- Fail to cooperate with any part of the testing process.
- Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- Possess or wear a prosthetic or other device used to tamper with the collection process.
- Admit to the adulteration or substitution of a specimen to the collector or MRO.
- Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- Fail to remain readily available following an accident.
- As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Verified Negative Test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified Positive Test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity Testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

For FMCSA Agencies: The County will provide educational materials that explain the requirements of Part 382 as well as this policy. The County will ensure that a copy of these materials is distributed to

each driver prior to the start of alcohol and controlled substances testing and to each driver subsequently hired or transferred into a position requiring driving a commercial motor vehicle.

The materials to be made available to drivers shall include what is provided in this policy document in addition to a detailed discussion of the following:

1. Information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management; and
2. The requirement that the following personal information collected and maintained under this Part 382 and this policy shall be reported to the FMCSA Clearinghouse:
 - a. A verified positive, adulterated, or substituted drug test result;
 - b. An alcohol confirmation test with a concentration of 0.04 or higher;
 - c. A refusal to submit to any test required by subpart C of this part;
 - d. An employer's report of actual knowledge, as defined at §382.107;
 - e. On-duty alcohol use pursuant to §382.205;
 - f. Pre-duty alcohol use pursuant to §382.207;
 - g. Alcohol use following an accident pursuant to §382.209; and
 - h. Controlled substance use, pursuant to §382.213;
 - i. A substance abuse professional (SAP as defined in §40.3 of this title) report of the successful completion of the return-to-duty process;
 - j. A negative return-to-duty test; and
 - k. An employer's report of completion of follow-up testing.

Every FTA-covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations, including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use, including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

All supervisory personnel or County officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

Information on the signs, symptoms, health effects, and consequences of alcohol misuse is presented in Attachment B of this policy.

E. PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following:

1. Illegally Used Controlled Substance or Drugs: Under the Drug-Free Workplace Act of 1988 and any drug or any substance identified in Schedule I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes but is not limited to, marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Enforcement Administration. Illegal use includes the use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp-related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds, is a violation of this policy. Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine, as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times due to DOT and Federal law.
2. Legal Drugs (including Alcohol): The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to their supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions. This information will be maintained in strict confidence.

The use of beverages containing alcohol (including any mouthwash, medication, food, or candy) or any other substances containing alcohol in a manner that violates the conduct listed in this policy is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee just before, during, or just after the performance of safety-sensitive job functions. Under [County authority, a NON-DOT alcohol test can be performed any time a covered employee is on duty due to meeting reasonable suspicion criteria.]

F. PROHIBITED CONDUCT

1. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
2. Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. [The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities].

3. The County shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
4. Each covered employee is prohibited from reporting to work or remaining on duty, requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater, regardless of when the alcohol was consumed.
 - a. An employee with a breath alcohol concentration that measures 0.02-0.039 is not considered to have violated the USDOT drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT regulations require the employee to be removed from the performance of safety-sensitive duties until:
 - i. The employee's alcohol concentration measures less than 0.02 or
 - ii. FOR FTA-COVERED EMPLOYEES: The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
 - iii. FOR FMCSA-COVERED EMPLOYEES: The start of the employee's next regularly scheduled duty period, but not less than twenty-four hours following administration of the test.
 - b. No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
 - c. No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
 - d. [The County, under its own authority, also prohibits the consumption of alcohol all time the employee is on duty or anytime the employee is in uniform.]
 - e. Consistent with the Drug-Free Workplace Act of 1988, all covered employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace, including Transit Department premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug-Free Workplace Act of 1998, all employees are required to notify the *Department* management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in section Q of this policy.

H. TESTING REQUIREMENTS

Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40, as amended. All covered employees shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Sections K, L, M, and N of this policy, and return to duty/follow-up.

All covered employees who have tested positive for drugs or alcohol will be tested prior to returning to duty after completion of a USDOT-qualified Substance Abuse Professional's recommended treatment

program and subsequent release to duty. Follow-up testing will also be conducted following return to duty for a period of one to five years, with at least six tests performed during the first year. The duration and frequency of the follow-up testing above the minimum requirements will be at the discretion of the Substance Abuse Professional.

A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Mariposa County. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in section Q of this policy.

I. DRUG TESTING PROCEDURES

Testing shall be conducted in a manner that assures a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities that have been approved by the U.S. Department of Health and Human Services (HHS). All testing will be conducted in a manner consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner, and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at an HHS-certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test or Liquid Chromatography/Mass Spectrometry (LC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS or LC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.

The test results from the HHS-certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for the confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory test result and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the County. If a legitimate explanation is found, the MRO will report the result as

negative. If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documental facts that were beyond the control of the employee. The County will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample; [however, the County may seek reimbursement for the split sample test from the employee if the re-test comes back positive.]

If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.

The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year, and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.

Observed collections: Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:

1. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to the DAPM that there was not an adequate medical explanation for the result;
2. The MRO reports to the DAPM that the original positive, adulterated, or substituted test result had to be canceled because the test of the split specimen could not be performed;
3. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1));
4. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
5. The temperature on the original specimen was out of range;

6. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
7. All follow-up-tests; or
8. All return-to-duty tests.

J. ALCOHOL TESTING PROCEDURES

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices." Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids." If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test and the subsequent results and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and the validity of the test result.

An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day, whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

Mariposa County affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a canceled test.

The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA/FMCSA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

All applicants for covered transit positions shall undergo urine drug testing prior to the performance of a safety-sensitive function.

1. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant or current employee shall not be placed, transferred, or promoted into a safety-sensitive position unless the applicant takes a drug test with verified negative results.
 - a. *Applicants (non-Mariposa Employees):* Employment applicants not presently employed by Mariposa County fail a pre-employment test, the conditional offer of employment shall be rescinded, and the employee will be ineligible for employment in a DOT-covered position for at least one (1) year. The employee will also referred to a list of at least two (2) USDOT-qualified Substance Abuse Professionals (SAP). Before being considered for future employment in a DOT-covered position, the applicant must provide the employer proof of having successfully completed a referral, evaluation, and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
 - b. *Current Mariposa County Employees:* When an employee is placed, transferred, or promoted from a non-covered position to a covered position and submits a drug test with a verified positive result, the conditional offer of employment shall be rescinded, resulting in the employee's remaining in their pre-conditional offer position. In addition to the following:
 - i. If the verified positive result IS due to a marijuana metabolite (THCA) specific test, the employee will be ineligible for employment in a DOT-covered position for at least one (1) year. The employee will be provided a list of at least two (2) USDOT-qualified Substance Abuse Professionals (SAP) for rehabilitation. Before being considered for future employment in a DOT-covered position, the applicant must provide the County proof of having completed a referral, evaluation, and treatment plan as described in section 49 CFR § 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the employee. The employee may be subject to discipline or a last-chance agreement when in compliance with with *California AB-2188, Discrimination in employment: use of cannabis bill.*
 - ii. If the verified positive result is NOT due to a marijuana metabolite (THCA) specific test, the employee will be ineligible for employment in a DOT-covered position for at least one (1) year. The employee will also referred to a list of at least two

(2) USDOT-qualified Substance Abuse Professionals (SAP) for rehabilitation. Before being considered for future employment in a DOT-covered position, the applicant must provide the employer proof of having completed a referral, evaluation, and treatment plan as described in section 49 CFR § 655.62 of subpart G. The employee may be subject to discipline or a Last-Chance Agreement in place of discipline per the applicable employee organization-specific drug testing policy. *(Employees desiring to return to a DOT-covered position will need to comply with the return-to-work requirements of both the employee union organization's drug testing policy and this policy).*

2. If a pre-employment/pre-transfer test is canceled, the DAPM will require the applicant to take and pass another pre-employment drug test.
3. Both FTA and FMCSA have different criteria in which a covered employee is required to perform a pre-employment drug test as follows:
 - a. *FTA-Covered Employees:* In instances where an FTA-covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool, the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
 - b. *FMCSA-Covered Employees:* In instances when a FMCSA-covered employee does not perform a safety-sensitive function for a period of 30 consecutive days or more regardless of reason, and during that period is not in the random testing pool, the employee will be required to take a USDOT pre-employment drug test under 49 CFR Part 382 and have negative test results prior to the conduct of safety-sensitive job functions.
4. An applicant with a dilute negative test result will be required to retest. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
5. Applicants are required (even if ultimately not hired) to provide Mariposa County with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years, in addition to authorization to be added to the Pre-Employment Screening Program (PSP) system, FMCSA Clearing House and drivers record monitoring software. Failure to do so will result in the employment offer being rescinded. Mariposa County is required to ask all applicants to safety-sensitive positions (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT-covered employer within the last two years. If the applicant has tested positive

or refused to test on a pre-employment test for a USDOT-covered employer, the applicant must provide the DAPM proof of having successfully completed a referral, evaluation and treatment plan as described in section 49 CFR § 655.62 of subpart G .

L. REASONABLE SUSPICION TESTING

All County covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. [However, under the County's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty.] A reasonable suspicion drug test can be performed any time the covered employee is on duty.

[The DAPM shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.]

A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the management, and shall be attached to the forms reporting the test results. (See Attachment D)

[When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the misuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred to for an assessment. The Department Head shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the County. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority]. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST ACCIDENT TESTING

All covered employees will be required to undergo urine and breath testing if they are involved in an accident as defined in Section C of this policy.

1. *FTA Fatal Accident* - All FTA covered employees involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service at the time of the accident that results in a fatality will be tested, including all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident as determined by the employer using the best information available at the time of the decision.
2. *FMCSA Fatal Accident* - All FMCSA covered drivers who were performing safety-sensitive functions with respect to the vehicle involved in an accident with a commercial motor vehicle operating on a public road in commerce that results in a fatality will be tested.
3. *FTA Non-Fatal Accident* - A FTA post-accident test of the operator will be conducted if an accident occurs and at least one of the following conditions is met:
 - a. The accident results in injuries requiring immediate medical treatment away for the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
 - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

4. *FMCSA Non-Fatal Accident* - As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, an alcohol test will be conducted on each driver who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:
 - a. The accident results in injuries requiring immediate medical treatment away from the scene; or
 - b. One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, a drug test will be conducted on each driver who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

1. The accident results in injuries requiring immediate medical treatment away from the scene; or
2. One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an accident, as defined in this policy, the supervisor investigating the accident will notify the covered employee(s) operating of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that the County is unable to perform an FTA/FMCSA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), The County may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA/FMCSA test. The local law enforcement officials must have independent authority for the test, and the employer must obtain the results in conformity with local law.

N. RANDOM TESTING

1. All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.
2. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
3. The number of employees randomly selected for drug/alcohol testing during the calendar year shall not be less than the percentage rates set each year by the FTA/FMCSA administrator. The current

year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.

4. Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
5. Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random testing pool of employees that are included under FMCSA authority.
6. Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety-sensitive duty. Testing can occur during the beginning, middle, or end of an employee's shift.
7. Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by a Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the Return-to-Duty test only when the employee has successfully completed the treatment requirement and is known to be drug-and-alcohol-free and there are no undo concerns for public safety. The SAP will determine whether the employee will require a return-to-duty drug test, alcohol test, or both.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing. [In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations, will be conducted under County authority and will be performed using non-DOT testing forms.]

Q. RESULT OF DRUG/ALCOHOL TEST

Any covered employee who has a verified positive drug or alcohol test with BAC 0/04 or above or refuses to test will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and referred to a list of USDOT-qualified Substance Abuse Professionals (SAPs) for assessment. No employee will be allowed to return to duty requiring the performance of safety-sensitive job functions without the approval of the SAP and the employer. Other than pre-employment testing, a drug test with the result of negative dilute will not be retested.

A positive drug and/or alcohol test will also result in disciplinary action as specified herein:

1. As soon as practicable after receiving notice of a verified positive drug test result, a confirmed positive alcohol test result, or a test refusal, the County Drug and Alcohol Program Manager will contact the employee's supervisor to have the employee cease performing any safety-sensitive function.
2. The employee shall be referred to a Substance Abuse Professional for an assessment. The SAP will evaluate each employee to determine what assistance the employee needs in resolving problems associated with prohibited drug use or alcohol misuse.
3. Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and may result in termination and referral to a list of USDOT-qualified SAPs. A test refusal includes the following circumstances.
 - a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer;
 - b. Fails to remain at the testing site until the testing process is complete; an employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test;
 - c. Fails to attempt to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations; An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test;
 - d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen;
 - e. Fails to provide a sufficient amount of urine or breath without a valid medical explanation;
 - f. Fails or declines to take a second test as directed by the collector or the employer for drug testing;
 - g. Fails to undergo a medical examination or evaluation, as directed by the MRO or as directed by the DER;
 - h. Fails to cooperate with any part of the testing process;
 - i. If the MRO reports that there is verified adulterated or substituted test result;
 - j. Failure or refusal to sign Step 2 of the alcohol testing form;

- k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
 - l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process;
 - m. Admit to the collector or MRO that you adulterated or substituted the specimen;
 - n. Fail to remain readily available following an accident.
4. [For the first instance of a verified positive test from a sample submitted as the result of a random, drug/alcohol test (> 0.04 BAC), disciplinary action against the employee shall include]:
- a. Mandatory referral to a Substance Abuse Professional for assessment, formulation of a treatment plan, and execution of a Return-to-Work Agreement (See Attachment C).
 - b. [Failure to execute or remain compliant with the Return-to-Work Agreement shall result in termination from employment]. *(Compliance with the Return-to-Work Agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her SAP recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in section P of this policy.)*
 - c. [Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination.]
 - d. [A periodic unannounced follow-up drug/alcohol test that results in a verified positive shall result in termination from employment.]
5. [The second instance of a verified positive drug or alcohol (> 0.04 BAC) test result, or test refusal, on any type of test for an employee who has returned to work following an initial positive random test shall result in termination from employment].
6. An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for 8 hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a non-DOT alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of > 0.02 to < 0.039 two or more times within a six-month period, the employee will be removed from duty and referred to for assessment and treatment consistent with Section Q of this policy.
7. [The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. The employee will be permitted to take accrued sick leave or administrative leave to participate in the prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until the employee has successfully completed the required treatment program and has been released to return to duty. Any leave

taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act.]

8. In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
 - a. [Mandatory referral to an employer-approved counseling professional for assessment, formulation of a treatment plan, and execution of a Return-to-Work Agreement;]
 - b. [Failure to execute or remain compliant with the Return-to-Work Agreement shall result in termination from employment. Compliance with the Return-to-Work Agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy;]
 - c. [Refusal to submit to periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the self-referral or management-referral return to work agreement will be conducted under County authority and will be performed using non-DOT testing forms.]
 - d. [A self-referral or a management referral to the employer approved counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.]
 - e. [Periodic unannounced follow-up drug/alcohol tests conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test in relation to the progressive discipline defined in Section Q of this policy.]
 - f. [A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Mariposa County.]
 - g. [A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing].
9. Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Mariposa County is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisor/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regards to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

Drug/alcohol testing records shall be maintained by the County Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

1. The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol, including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records, such as equipment calibration records and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
2. Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, Department Supervisor, and Personnel Manager on a need-to-know basis.
3. Records will be released to a subsequent employer only upon receipt of a written request from the employee.
4. Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding. The information will only be released with binding stipulations from the decision maker, who will make it available only to the parties in the proceeding.
5. Records will be released to the National Transportation Safety Board during an accident investigation.
6. Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
7. Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
8. Records will be released if requested by a Federal, State or local safety agency with regulatory authority over Mariposa County or the employee.
9. If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40, as amended, necessary legal steps to contest the issuance of the order will be taken.
10. In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

U. SYSTEM CONTACTS

Employees or any other interested party should direct questions concerning employee rights and obligations under this policy or any other aspect of Mariposa County's drug-free and alcohol-free workplace commitment to one of the following County representatives.

Mariposa County Drug and Alcohol Program Manager (DAPM)

Senior Administrative Analyst, Human Resources

P.O. Box 1917

Mariposa, CA 95338

Telephone: 209-742-1379

FAX: 209-742-1378

Designated Employer Representative (DER)

County Administrative Officer, Assistant County Administrative Officer, County Counsel/Risk Manager
Mariposa County

P.O. Box 1917

Mariposa, CA. 95338

Telephone: 209-742-1379

FAX: 209-742-1378

Medical Review Officer

MRO Express

Philip A. Lopez, M.D. (or other contracted Medical Review Officer)

Medical Review Officer

3501 SW 18th Ave.

Miramar, FL 33029

Telephone: 954-592-8912

Third Party Administrator

Drugtech Toxicology Service, Jill Craig-Owner

P.O. Box 156

Ahwahnee, CA. 93601

Telephone: 209-966-6454 or 1-800-362-0614

FAX: 209-966-6453

MARC HUGHES - Substance Abuse Provider

1254 S Waterman Ave Ste 43

San Bernardino , CA 92408

(909)610-0931

V. REVISION OF COVERED CLASSIFICATIONS

The following steps provide the process for adding or removing classifications from the Covered Employee Classifications list shown above (the bottom row of the table).

1. All changes will comply with Covered Employee Categories criteria (FMCSA/FTA), provided in the first row of the *Attachment A, Covered Classifications*.
2. Union representatives shall receive initial notice when a classification has been identified as meeting the aforementioned criteria (Covered Employee Categories) and incumbants will be provided 30 days' notice to respond if desired.
3. After the 30-day notice period, *Attatchemnt E, Covered Classifications and Revision Table and Attachment A, Covered Classifications*. *Attachment E* will be revised with all prior changes included from the most recent to least recent order.

Creation Date: 6/18/1996 (B/S Res No 96-280)

Revised: 9/9/1997 (B/S Res No 97-366); 5/9/2006 (B/S Res No 06-169); 6/14/2016 (B/S Res No 16-275)
8/14/2018 (B/S Res No 18-397); 3/16/2021 (B/S Res. No. 21-131)

ATTACHMENT A: COVERED CLASSIFICATIONS

The following table provides an overview of the acceptability of FMCSA and FTA requirements and how they relate to current functions/positions within the County. The bottom row of the table lists covered County classifications that are required to follow FMCSA, FTA, or both regulations.

	FMCSA	FTA	FMCSA/FTA
Covered Employee Categories	A person who <i>operates (i.e., drives)</i> a Commercial Motor Vehicle (CMV) with a gross vehicle weight rating (gvwr) of 26,001 or more pounds; or is designed to transport 16 or more occupants (to include the driver); or is of any size and is used in the transport of hazardous materials that require the vehicle to be placarded. ²	49 CFR Part 655 Covered employee: (1) a person who operates a revenue service vehicle, (2) operating a non-revenue service vehicle that requires a CDL, (3) controls the dispatch or movement of a revenue service vehicle, (4) maintains a revenue service vehicle or equipment used in revenue service, or (5) carries a firearm for security purposes. ³	
Employee Categories (For reporting Purposes)	Driver	Revenue Vehicle Operation; Revenue Vehicle and Equipment Maintenance; Revenue Vehicle Control/Dispatch; CDL/NonRevenue Vehicle; Armed Security Personnel.	Employees covered under both FTA and FMCSA are typically mechanics or fleet managers who are required to hold a Commercial Driver's license and perform maintenance on all County vehicles.
Covered Employee Classifications	Public Works Superintendent Equipment Operator – Solid Waste Maintenance and Construction Supervisor – Roads Maintenance Worker I-Roads Maintenance Worker II—Roads Maintenance Worker III—Roads Maintenance Worker I – Solid Waste Maintenance Worker II – Solid Waste Maintenance Worker III – Solid Waste Solid Waste and Recycling Manager	Program Assistant/Dispatcher Medical Transportation Driver Transit System Bus Driver	Fleet Manager Equipment Mechanic/Heavy Equipment Mechanic Equipment Mechanic Supervisor

² https://www.transportation.gov/odapc/employees_covered_under_DOT_testing_regulation_49_CFR_Part_40

³ https://www.transportation.gov/odapc/employees_covered_under_DOT_testing_regulation_49_CFR_Part_40

ATTACHMENT B: ALCOHOL FACT SHEET

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12 ounces], whiskey [1 ounce], or wine [6-ounce glass] over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed “alcoholic”)
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- Ulcers
- Birth defects (up to 54 percent of all birth defects are alcohol related)

Social Issues

- Two-thirds of all homicides are committed by people who drink prior to the crime.
- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.

- The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- Forty percent of family court cases are alcohol problem related.
- Alcoholics are 15 times more likely to commit suicide than are other segments of the population.
- More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related.

The Annual Toll

- 24,000 people will die on the highway due to the legally impaired driver.
- 12,000 more will die on the highway due to the alcohol-affected driver.
- 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol-caused liver disease.
- 10,000 will die due to alcohol-induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol-related conditions or accidents.

Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

**ATTACHMENT C:
RETURN-TO-WORK AGREEMENT**

This AGREEMENT is entered into on the date last below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "EMPLOYEE", in consideration of County's agreement to continue employment subsequent to the post-rehabilitation of Employee subject to Employee's agreement to the following:

1. To abstain from the manufacture, distribution, possession or use of illegal drugs at any time.
2. Not to report to work under the influence of illegal drugs or alcohol and not to possess or consume illegal drugs or alcohol while at work or working.
3. To devote my best efforts to an earnest and sincere effort at rehabilitation and to follow my counselor's and therapist's directions and recommendations.
4. To authorize persons involved in counseling, diagnosing, and treating me to disclose to my employer my progress and cooperation, my drug and alcohol use, and any dangers they perceive in connection with the performance of my job duties.
5. To cooperate in a test of my breath, blood, or urine for evidence of alcohol/drug use on completion of rehabilitation.
6. To cooperate in a minimum of six (6) unannounced follow-up tests of my breath, blood or urine for evidence of alcohol/drug use for a period of at least twelve (12) months following reinstatement to my job and, for additional testing as determined by a substance abuse professional for an additional 48 months of safety-sensitive duty following this first 12-month period.

I understand and agree that I am responsible for payment of all costs associated with my re-entry rehabilitation program and any required associated follow-up drug and alcohol testing. I understand and agree that I will be terminated from my employment with Mariposa County if I violate or revoke any part of this Agreement and also understand that after this Return-to-Work Agreement lapses and I test positive from any further drug/alcohol test, I will be terminated.

Further, I understand that this Agreement is not a guarantee of employment and that I may be terminated for lack of work, attendance or performance problems, future violations or other reasons, notwithstanding my compliance with this Agreement.

Signature of Employee

Date

Signature of Department Head

Date

(Printed name of Department Head)

Date

**ATTACHMENT D:
OBSERVED BEHAVIOR - REASONABLE SUSPICION RECORD**

Employee Name: _____ **Department:** _____

Area of Observations: _____ **Date/Time:** _____

Date of Observations: _____ **Time of Observations:** _____ **(am/pm)**

Only a County manager or Supervisor trained by CFR 49, Sec. 382.603 may complete this form regarding any employee whose behavior indicates the possible use/misuse of alcohol and/or a controlled substance.

RECORD OF OBSERVATIONS

Reasonable suspicion determined for: _____ **Alcohol** _____ **Controlled Substances**

1. APPEARANCE: Eyes _____ Clothing _____ Face _____ Hair _____ Cleanliness _____ Alertness _____

Describe remarks listed above:

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

=====

2. BEHAVIOR: Normal _____ Irritable _____ Mood Swings _____ Confused _____ Lethargic _____
Excited _____ Depressed _____ Excessive Gaiety _____ Confrontational _____ Staggers _____
Sways/Leans _____

Describe behavior:

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

=====

3. SPEECH: Normal _____ Slow _____ Deliberate _____ Confused _____ Exaggerated _____ Loud _____
Soft _____

Describe Speech:

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

=====

4. ODORS: Normal _____ Body _____ Clothing _____ Breath _____ Masked _____

Describe Odors:

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

=====

5. OTHER INDICATORS of controlled substances and/or alcohol abuse. Specify and describe:

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

=====

OBSERVED BY:

Signature: _____ **Title:** _____ **Date:** _____

Signature: _____ **Title:** _____ **Date:** _____

(Second observer optional)

**ATTACHMENT E:
COVERED CLASSIFICATIONS REVISION TABLE**

Notification of employee organization date:	
Notification of employee organization date:	
Notification of department head date:	
Reason and description of the change:	
Final Action and Date:	
Director of Human Resources:	
Director of Human Resources (Signature):	

MARIPOSA COUNTY

DRUG AND ALCOHOL TESTING POLICY

FOR DEPARTMENT OF

TRANSPORTATION REGULATED

POSITIONS

~~SAFETY SENSITIVE POSITIONS~~



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MARIPOSA COUNTY

DRUG AND ALCOHOL TESTING POLICY

For Safety-Sensitive Positions

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MARIPOSA COUNTY

DRUG AND ALCOHOL TESTING POLICY FOR SAFETY-SENSITIVE POSITIONS

A. STATEMENT OF PURPOSE AND POLICY OBJECTIVES

The Mariposa County (~~"County"~~) Board of Supervisors is committed to preventing all substance abuse and its effects in the workplace and to maintaining an alcohol and drug-free environment. Mariposa County recognizes that its employees and contractors have a responsibility to the public to deliver service in a safe and conscientious manner, and that in order to achieve optimum safe and efficient job performance, its employees must be free from the effects of alcohol and other job-impairing substances.

It is Mariposa County's policy that its employees, contractors, and volunteers shall not be under the influence or ~~in the possession of~~ in possession of alcohol or any unauthorized controlled substance while on County property, at identified work locations, or while on duty or assigned on-call duty, shall not utilize, sell or provide drugs or alcohol to any other employee or to any person while ~~the~~ employee is on duty, or shall not have their ability to work impaired as a result of the use of alcohol or drugs. This policy does not apply to authorized possession of a controlled substance or alcohol which occurs within the scope and duties of law enforcement employee duties.

Mariposa County provides public transit and paratransit services for the residents of Mariposa County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, ~~and to ensure and ensuring~~ that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Mariposa County declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655 and 49 CFR Part 382 for ~~the~~ Federal Motor Carrier Safety Administration (FMCSA), as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result or test refusal. The U.S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

Any provisions set forth in this policy that are included under the sole authority of Mariposa County and are not provided under the authority of the above-named Federal regulations are in

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[bracketsunderlined.] Tests conducted under the sole authority of Mariposa County will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

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B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full or part-time) when performing ~~safety-sensitive~~^{safety-sensitive}¹ duties either under the Federal Transit Administration (FTA) or the Federal Motor Carriers Safety Administration (FMCSA) Regulations. Under the FTA, a safety-sensitive function is the operation of a public transit vehicle, including the operation of a revenue service vehicle (whether or not the vehicle is in the revenue service), maintenance of a revenue service vehicle, or equipment used in revenue service, security personnel who carry firearms, dispatchers or person controlling the movement of revenue service vehicles and any other transit employee who is required to hold a Commercial Driver's License. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles, and/or equipment used in revenue service. Supervisors are only safety-sensitive if they perform one of the above functions. Volunteers are considered safety-sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense. Under the FMCSA, a safety-sensitive function is the operation of a vehicle with a gross weight rating of 26,001 or more pounds; or has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or is used to transport 16 or more passengers, including the driver; or is of any size and is used for the transportation of hazardous materials.

A list of safety-sensitive positions that perform one or more of the above-mentioned duties is provided in Attachment A.

C. DEFINITIONS

Adulterated Specimen: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food preparation, or medication.

Alcohol Concentration is expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing; it is taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is canceled. A canceled test is neither positive nor negative.

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¹ The term Safety-sensitive utilized in this document refers exclusively to only the positions designated and regulated by FMCSA or FTA. Safety-sensitive shall not be misconstrued as the other Safety-Sensitive definition, which refers to non-Department of Transportation (DOT) regulated positions as described in the cable employee organization drug testing policies and the Administration of Non-DOT Safety-Sensitive Employee Designation List Policy.

Clearinghouse: The FMCSA database that 49 CFR Part 382 requires employers and service agents to report information to, ~~and to query, and to query~~ regarding CDL drivers who are subject to the DOT controlled substance and alcohol testing regulations.

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Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test is performed on a different aliquot of the original urine specimen to further support a validity test result.

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Covered Employee: An employee who performs a safety-sensitive function, including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

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Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

Drug and Alcohol Program Manager (DAPM): An employee responsible for administering the program, is responsible for ~~record keeping~~ record-keeping, preparation of the annual Management Information System (MIS) report, administering and scheduling the random testing process, and serving as the Designated Employer Representative (DER), or liaison with drug and alcohol testing service agents.

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Department of Transportation (DOT), The Department, (DOT Agency): These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), ~~in the Department of Homeland Security, in the Department of Homeland Security~~ is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

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Dilute Specimen: A specimen with creatinine and specific gravity values that ~~is are~~ lower than expected for human urine.

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Evidentiary Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidentiary Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

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FMCSA Accident: An occurrence involving a commercial motor vehicle operating on a public road in commerce and -

- a.1. A loss of human life; or
- b.2. bodily injury and immediately receives medical treatment away from the scene of the accident AND a citation was issued within 8 hours of the occurrence under State or local law for a moving violation arising from the accident; or
- c.3. One or more motor vehicles incur disabling damage as the result of the occurrence, AND a citation was issued within 8 hours of the occurrence under State or local law for a moving violation arising from the accident.

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FTA Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result—

- (1)1. An individual dies;
- (2)2. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- 3. One or more vehicles incur disabling damage as the result of the occurrence and are transported away from the scene by a tow truck or other vehicle. For purposes of this definition, disabling damage means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

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(3)

FMCSA Safety-Sensitive Functions: All time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include

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- 1. ~~(a)~~ all time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- 2. ~~(b)~~ all time inspecting equipment as required by §§392.7 and 392.8 of this subchapter or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- 3. ~~(c)~~ all time spent at the driving controls of a commercial motor vehicle in operation;
- 4. ~~(d)~~ all time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of §393.76 of this subchapter);
- 5. ~~(e)~~ all time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending to a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and

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6. ~~(f)~~ all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

FTA Safety-Sensitive Functions: Includes (a) the operation of a transit revenue service vehicle even when the vehicle is not in revenue service; (b) the operation of a vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver's License (CDL); (c) maintaining a revenue service vehicle or equipment used in revenue service; (d) controlling the movement of a revenue service vehicle and (e) carrying a firearm for security purposes. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles, and/or equipment used in revenue service. A list of safety-sensitive positions that perform one or more of the above-mentioned duties is provided in Attachment A. Supervisors are only ~~safety-sensitive~~ ~~safety-sensitive~~ if they perform one of the above functions. Volunteers are considered ~~safety-sensitive~~ ~~safety-sensitive~~ and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

Initial Drug Test (Screening Drug Test): The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification ~~program~~ ~~Program~~ as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a ~~measurand~~ ~~measurement~~ can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has ~~the~~ appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant ~~bio-~~ ~~medical~~ ~~biomedical~~ information.

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Negative Dilute: A drug test result ~~which-that~~ is negative for the five drug/drug metabolites but has creatinine or specific gravity values that are lower than expected for human urine.

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Negative Test Result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class, and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

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Non-negative Test Result: A test result reported as adulterated, substitute, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive Test Result: ~~For a drug test is the result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations.~~ A drug test is the result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater ~~to~~ than the cutoff concentrations. A positive alcohol test result means a confirmed alcohol concentration of 0.04 BAC or greater.

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Prohibited Drug: Marijuana, cocaine, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result ~~is~~ reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

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Rejected for Testing: The result reported by an ~~HHS-Certified laboratory when no tests are performed for specimen~~ HHS-certified laboratory when no tests are performed for specimens because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles ~~that are~~ used for passenger transportation service.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at

<https://www.transportation.gov/odapc/sap> with knowledge of and clinical experience in the diagnosis and treatment of drug and ~~alcohol-related~~ alcohol-related disorders.

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Substituted specimen: A specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test should the employee:

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- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- Fail or decline to take a second test as directed by the collector or the employer for drug testing.
- Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- Fail to cooperate with any part of the testing process.
- Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- Possess or wear a prosthetic or other device used to tamper with the collection process.
- Admit to the adulteration or substitution of a specimen to the collector or MRO.
- Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- Fail to remain readily available following an accident.
- As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

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Verified Negative Test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified Positive Test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity Testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under

DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

For FMCSA Agencies: The County will provide educational materials that explain the requirements of Part 382 as well as this policy. The County will ensure that a copy of these materials is distributed to each driver prior to the start of alcohol and controlled substances testing and to each driver subsequently hired or transferred into a position requiring driving a commercial motor vehicle.

The materials to be made available to drivers shall include what is provided in this policy document in addition to a detailed discussion of the following:

a.1. Information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management; and

b.2. The requirement that the following personal information collected and maintained under this Part 382 and this policy shall be reported to the FMCSA Clearinghouse:

- 1.a.** A verified positive, adulterated, or substituted drug test result;
- 2.b.** An alcohol confirmation test with a concentration of 0.04 or higher;
- 3.c.** A refusal to submit to any test required by subpart C of this part;
- 4.d.** An employer's report of actual knowledge, as defined at §382.107;
- 5.e.** ~~On-duty~~ **On-duty** alcohol use pursuant to §382.205;
- 6.f.** Pre-duty alcohol use pursuant to §382.207;
- 7.g.** Alcohol use following an accident pursuant to §382.209; and
- 8.h.** Controlled substance use, pursuant to §382.213;
- 9.i.** A substance abuse professional (SAP as defined in §40.3 of this title) report of the successful completion of the return-to-duty process;
- 10.j.** A negative return-to-duty test; and
- k.** An employer's report of completion of follow-up testing.

~~11.~~
Every FTA-covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations, including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use, including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

All supervisory personnel or County officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and

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performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

Information on the signs, symptoms, health effects, and consequences of alcohol misuse is presented in Attachment B of this policy.

E. PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following:

(4) Illegally Used Controlled Substance or Drugs: Under the Drug-Free Workplace Act of 1988 and any drug or any substance identified in Schedule I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to, marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Enforcement Administration. Illegal use includes the use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp-related products, as which cause drug or drug metabolites to be present in the body above the minimum thresholds, is a violation of this policy.

1. Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine, as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times due to DOT and Federal law, and thus, covered employees may be tested for these drugs anytime that they are on duty.

1. Legal Drugs (including Alcohol): The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to their supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions. This information will be maintained in strict confidence.

2. (3) —

Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which or candy) or any other substances containing alcohol in a manner that violates the conduct listed in this policy is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee just before, during, or just after the performance of safety-sensitive job functions. Under [County authority, a NON-DOT

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alcohol test can be performed any time a covered employee is on duty due to meeting reasonable suspicion criteria.

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F. PROHIBITED CONDUCT

(1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

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(2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.

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1- The County shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.

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3.

(3)4. Each covered employee is prohibited from reporting to work or remaining duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater on duty, requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater, regardless of when the alcohol was consumed.

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a. An employee with a breath alcohol concentration which-that measures 0.02-0.039 is not considered to have violated the USDOT drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT regulations require the employee to be removed from the performance of safety-sensitive duties until:

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i. The employee's alcohol concentration measures less than 0.02; or

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ii. FOR ~~FTA COVERED~~ EMPLOYEES: The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

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iii. FOR ~~FMCSA COVERED~~ EMPLOYEES: The start of the employee's next regularly scheduled duty period, but not less than twenty-four hours following administration of the test.

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(4)b. No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

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(5)c. No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

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(6)d. The County, under its own authority also prohibits the consumption of alcohol all time's employee is on duty, also prohibits the consumption of alcohol all time the employee is on duty or anytime the employee is in uniform.

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(7)e. Consistent with the Drug-Free Workplace Act of 1988, all covered employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the ~~work place~~workplace, including Transit Department premises and transit vehicles.

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G. DRUG STATUTE CONVICTION

Consistent with the Drug-Free Workplace Act of 1998, all employees are required to notify the *Department* management of any criminal drug statute conviction for a violation occurring in the ~~work place~~workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in section Q of this policy.

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H. TESTING REQUIREMENTS

Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40, as amended. All covered employees shall be subject to testing prior to ~~performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section~~performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Sections K, L, M, and N of this policy, and return to duty/follow-up.

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All covered employees who have tested positive for drugs or alcohol will be tested prior to returning to duty after completion of a ~~USDOT-qualified~~USDOT-qualified Substance Abuse Professional's recommended treatment program and subsequent release to duty. Follow-up testing will also be conducted following ~~return-to-duty~~return to duty for a period of one to five years, with at least six tests performed during the first year. The duration and frequency of the follow-up testing above the minimum requirements will be at the discretion of the Substance Abuse Professional.

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~~A drug test can be performed any time a covered employee is on duty.~~ A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. ~~Under County authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.~~

All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Mariposa County. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in section Q of this policy.

I. DRUG TESTING PROCEDURES

Testing shall be conducted in a manner ~~to assure a high degree of accuracy and reliability and that assures a high degree of accuracy and reliability~~, using techniques, equipment, and laboratory facilities ~~which that~~ have been approved by the U.S. Department of Health and Human ~~Service~~Services (HHS). All testing will be conducted in a manner consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner, and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

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The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at ~~a HHS-certified~~ HHS-certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test or Liquid Chromatography/Mass Spectrometry (LC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS or LC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.

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The test results from the ~~HHS-certified~~ HHS-certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for the confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory test result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the County. If a legitimate explanation is found, the MRO will report the result as negative. If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

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Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documental facts that were beyond the control of the employee. The County will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample; however, the County may seek reimbursement for the split sample test from the employee if the re-test comes back positive.

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If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.

The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year, and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.

Observed collections:

Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:

- (1) The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to the DAPM that there was not an adequate medical explanation for the result;
- (2) The MRO reports to the DAPM that the original positive, adulterated, or substituted test result had to be ~~canceled~~ because the test of the split specimen could not be performed;
- (3) The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1));
- (4) The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- (5) The temperature on the original specimen was out of range;
- (6) Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
- (7) All follow-up-tests; or
- (8) All return-to-duty tests.

J. ALCOHOL TESTING PROCEDURES

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a

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second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, ~~the subsequent results, and the subsequent results~~ and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and ~~the~~ validity of the test result.

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An employee who has ~~a~~ confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours ~~or for the duration of the work day, whichever is longer~~ and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

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Mariposa County affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a canceled test.

The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA/FMCSA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

~~All applicants for covered transit positions shall undergo urine drug testing prior to the performance of a safety-sensitive function.~~

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1. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An ~~applicant or current employee applicant~~ shall not be placed, ~~transferred, or promoted~~ into a safety-sensitive position unless the applicant takes a drug test with verified negative results.

(1) ~~a.~~ *Applicants (non-Mariposa Employees):*

1. ~~An employee shall not be placed, transferred or promoted into a covered position until the employee takes a drug test with verified negative results.~~

~~Employment If an applicants not presently employed by Mariposa County fail a pre-employment test, the conditional offer of employment shall be rescinded, fails a pre-employment test, the conditional offer of employment shall be rescinded and the employee will be ineligible for employment in a DOT-covered position for at least one (1) year. The employee will also referred to a list of at least two (2) USDOT-qualified Substance Abuse Professionals (SAP). Before being considered for future employment in a DOT-covered position, the applicant must provide the employer proof of having successfully completed a referral, evaluation, and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant. and the applicant will be referred to a list of at least two (2) USDOT-qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.~~

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b. ~~Current Mariposa County Employees:~~ When an employee ~~being is~~ placed, transferred, or promoted from a non-covered position to a covered position ~~and~~ submits a drug test with a verified positive result, the ~~conditional offer of employment shall be rescinded, resulting in the employee's employee remaining in their pre-conditional offer position. shall be.~~ In addition to the following:

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i. ~~If the verified positive result IS due to a marijuana metabolite (THCA) specific test, the employee will be ineligible for employment in a DOT-covered position for at least one (1) year. The employee will be provided a list of at least two (2) USDOT-qualified Substance Abuse Professionals (SAP) for rehabilitation. Before being considered for future employment in a DOT-covered position, the applicant must provide the County proof of having completed a referral, evaluation, and treatment plan as described in section 49 CFR § 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the employee. The employee may be subject to discipline or a last-chance agreement when in compliance with with California AB-2188, Discrimination in employment: use of cannabis bill.~~

ii. ~~If the verified positive result is NOT due to a marijuana metabolite (THCA) specific test, the employee will be ineligible for employment in a DOT-covered position for at least one (1) year. The employee will also referred to a list of at least two~~

(2) USDOT-qualified Substance Abuse Professionals (SAP) for rehabilitation. Before being considered for future employment in a DOT-covered position, the applicant must provide the employer proof of having completed a referral, evaluation, and treatment plan as described in section 49 CFR § 655.62 of subpart G. The employee may be subject to discipline or a Last-Chance Agreement in place of discipline per the applicable employee organization-specific drug testing policy. (Employees desiring to return to a DOT-covered position will need to comply with the return-to-work requirements of both the employee union organization's drug testing policy and this policy).

subject to disciplinary action in accordance with Section Q herein.

2. If a pre-employment/pre-transfer test is canceled, the DAPM will require the applicant to take and pass another pre-employment drug test.

(2)

3. Both FTA and FMCSA have different criteria in which a covered employee is required to perform a pre-employment drug test as follows:

a. FTA-Covered Employees: In instances where an FTA-covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool, the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

(3)

b. FMCSA-Covered Employees: In instances when a FMCSA-covered employee does not perform a safety-sensitive function for a period of 30 consecutive days or more regardless of reason, and during that period is not in the random testing pool, the employee will be required to take a USDOT pre-employment drug test under 49 CFR Part 382 and have negative test results prior to the conduct of safety-sensitive job functions.

4. An applicant with a dilute negative test result will be required to retest. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

(4)

- (5) 5. Applicants are required (even if ultimately not hired) to provide Mariposa County with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years, in addition to authorization to be added to the Pre-Employment Screening Program (PSP) system, FMCSA Clearing House and - drivers record monitoring software. Failure to do so will result in the employment offer being rescinded. Mariposa County is required to ask all applicants to safety-

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sensitive positions (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT-covered employer within the last two years If the applicant has tested positive or refused to test on a pre-employment test for a USDOT-covered employer, the applicant must provide the DAPM proof of having successfully completed a referral, evaluation and treatment plan as described in [section 49 CFR § 655.62 of subpart G section 655.62 of subpart G](#).

L. REASONABLE SUSPICION TESTING

All County covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function.

However, under the County's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

The DAPM shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.

A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the management, and shall be attached to the forms reporting the test results. (See Attachment D)

When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the misuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred to for an assessment. The Department Head shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the County. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this

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policy or a positive test result under Federal authority]. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST ACCIDENT TESTING

All covered employees will be required to undergo urine and breath testing if they are involved in an accident as defined in Section C of this policy.

1. **FTA Fatal Accident** - All FTA covered employees involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service at the time of the accident that results in a fatality will be tested, including all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident as determined by the employer using the best information available at the time of the decision.
2. **FMCSA Fatal Accident** - All FMCSA covered drivers who were performing safety-sensitive functions with respect to the vehicle involved in an accident with a commercial motor vehicle operating on a public road in commerce that results in a fatality will be tested.
3. **FTA Non-Fatal Accident** - A FTA post-accident test of the operator will be conducted if an accident occurs and at least one of the following conditions is met:
 - a. The accident results in injuries requiring immediate medical treatment away for the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
 - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

4. **FMCSA Non-Fatal Accident** - As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, an alcohol test will be conducted on each driver who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:
 - 1.a. The accident results in injuries requiring immediate medical treatment away from the scene; or
 - 2.b. One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

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As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, a drug test will be conducted on each driver who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

1. The accident results in injuries requiring immediate medical treatment away from the scene; or
2. One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an accident, as defined in this policy, the supervisor investigating the accident will notify the covered employee(s) operating of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that the County is unable to perform an FTA/FMCSA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), The County may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA/FMCSA test. The local law enforcement officials must have independent authority for the test ~~and the employer must obtain the results in conformance, and the employer must obtain the results in conformity~~ with local law.

N. RANDOM TESTING

1. ~~(1)~~ All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.

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~~(1)~~ The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.

2.

~~(2)~~ The number of employees randomly selected for drug/alcohol testing during the calendar year shall not be less than the percentage rates set each year by the FTA/FMCSA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.

3.

~~(3)~~ Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.

4.

~~(4)~~ Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random testing pool of employees that are included under FMCSA authority.

5.

~~(5)~~ Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety-sensitive duty. However, under the County's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.

6.

~~(6)~~ 7. Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by a Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the Return-to-Duty test only when the employee has successfully completed the treatment requirement and is known to be drug-and-alcohol-free and there are no undo concerns for public safety. The SAP will determine whether the employee will require a return-to-duty drug test, alcohol test, or both.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and

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recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing. In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations, will be conducted under County authority, and will be performed using non-DOT testing forms.

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Q. RESULT OF DRUG/ALCOHOL TEST

Any covered employee that has a verified positive drug or alcohol test with BAC 0/04 or above, or refusal to test, will be removed from his/her safety sensitive position, informed of educational and rehabilitation programs available and referred to a list of USDOT-qualified who has a verified positive drug or alcohol test with BAC 0/04 or above or refuses to test will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and referred to a list of USDOT-qualified Substance Abuse Professionals (SAPs) for assessment. No employee will be allowed to return to duty requiring the performance of safety-sensitive job functions without the approval of the SAP and the employer.

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Other than pre-employment testing, a drug test with the result of negative dilute will not be retested.

A positive drug and/or alcohol test will also result in disciplinary action as specified herein:

(1)1. As soon as practicable after receiving notice of a verified positive drug test result, a confirmed positive alcohol test result, or a test refusal, the County Drug and Alcohol Program Manager will contact the employee's supervisor to have the employee cease performing any safety-sensitive function.

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(2)2. The employee shall be referred to a Substance Abuse Professional for an assessment. The SAP will evaluate each employee to determine what assistance the employee needs in resolving problems associated with prohibited drug use or alcohol misuse.

3. Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and may result in termination and referral to a list of USDOT-qualified SAPs. A test refusal includes the following circumstances.

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(3)

- a. a- Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer;
- b. b- Fails to remain at the testing site until the testing process is complete; an employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test;
- c. c- Fails to attempt to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations; An employee who does not provide a urine or breath

specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test;

~~d. d.~~ In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen;

~~e. e.~~ Fails to provide a sufficient amount of urine or breath without a valid medical explanation;

~~f. f.~~ Fails or declines to take a second test as directed by the collector or the employer for drug testing;

~~g. g.~~ Fails to undergo a medical examination or evaluation, as directed by the MRO, or as directed by the DER;

~~h. h.~~ Fails to cooperate with any part of the testing process;

~~i. i.~~ If the MRO reports that there is verified adulterated or substituted test result;

~~j. j.~~ Failure or refusal to sign Step 2 of the alcohol testing form;

~~k. k.~~ Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;

~~l. l.~~ Possess or wear a prosthetic or other device that could be used to interfere with the collection process;

~~m. m.~~ Admit to the collector or MRO that you adulterated or substituted the specimen;

~~n. n.~~ Fail to remain readily available following an accident.

(4) ~~4.~~ For the first instance of a verified positive test from a sample submitted as the result of a random, drug/alcohol test (> 0.04 BAC), disciplinary action against the employee shall include:

~~(a) a.~~ Mandatory referral to a Substance Abuse Professional for assessment, formulation of a treatment plan, and execution of a Return-to-Work Agreement (See Attachment C);

~~(b) b.~~ Failure to execute, or remain compliant with the Return-to-Work Agreement shall result in termination from employment;

~~(c) c.~~ *Compliance with the Return-to-Work Agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her SAP recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in section P of this policy.*

~~(d) d.~~ Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination.

~~(e) e.~~ A periodic unannounced follow-up drug/alcohol test ~~which that~~ results in a verified positive shall result in termination from employment.

~~(f) f.~~

(5) ~~An initial verified positive or test refusal, post-accident or reasonable suspicion drug and/or alcohol (>0.04) test shall result in termination.~~

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(6)5. The second instance of a verified positive drug or alcohol (> 0.04 BAC) test result, or test refusal, on any type of test for an employee who has returned to work following an initial positive random test shall result in termination from employment.

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(7)6. An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for 8 hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a non-DOT alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of > 0.02 to < 0.039 two or more times within a six-month period, the employee will be removed from duty and referred to for assessment and treatment consistent with Section Q of this policy.

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(8)7. The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. The employee will be permitted to take accrued sick leave or administrative leave to participate in the prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until ~~that the employee has successfully completed the required treatment program and has been released to return to duty~~ the employee has successfully completed the required treatment program and has been released to return to duty. Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act.

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(9)8. In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:

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(a)a. Mandatory referral to an ~~employer approved~~ employer-approved counseling professional for assessment, formulation of a treatment plan, and execution of a Return-to-Work Agreement.

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(b)b. Failure to execute, or remain compliant with the Return-to-Work Agreement shall result in termination from employment. Compliance with the Return-to-Work Agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy.

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(c)c. Refusal to submit to periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the self-referral or management-referral return to work agreement will be conducted under County authority and will be performed using non-DOT testing forms.

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(d)d. A self-referral or a management referral to the employer approved counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.

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a. Periodic unannounced follow-up drug/alcohol tests conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test in relation to the progressive discipline defined in Section Q of this policy.

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e.

b.

[A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Mariposa County.]

f.

(e)g.

[A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.]

(10)9.

.

-Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

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S. PROPER APPLICATION OF THE POLICY

Mariposa County is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisor/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regards to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

Drug/alcohol testing records shall be maintained by the County Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

A.1. The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol, including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records ~~such as equipment calibration records, such as equipment calibration records~~ and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.

B.2. Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, Department Supervisor, and Personnel Manager on a need-to-know basis.

C.3. Records will be released to a subsequent employer only upon receipt of a written request from the employee.

D.4. Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding. The information will only be released with binding ~~stipulation from the decision maker who will make it available only to stipulations from the decision maker, who will make it available only to the parties~~ in the proceeding.

E.5. Records will be released to the National Transportation Safety Board during an accident investigation.

F.6. Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

G.7. Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.

H.8. Records will be released if requested by a Federal, State or local safety agency with regulatory authority over Mariposa County or the employee.

I.9. If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40, as amended, necessary legal steps to contest the issuance of the order will be taken.

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~~1.~~ In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

~~10.~~

U. SYSTEM CONTACTS

Employees or any other interested party should direct questions concerning employee rights and obligations under this policy or any other aspect of Mariposa County's drug-free and alcohol-free workplace commitment to one of the following County representatives.

Mariposa County Drug and Alcohol Program Manager (DAPM)

~~Designated Employer Representative (DER)~~

~~Deputy Director of Administrative Services - HHS~~ Senior Administrative Analyst, Human Resources

P.O. Box 1917

~~P.O. Box 99~~

Mariposa, CA 95338

Telephone: 209-742-~~1379-0923~~

FAX: 209-742-1378~~FAX: 209-966-8251~~

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Designated Employer Representative (DER)

County Administrative Officer, Assistant County Administrative Officer, County Counsel/Risk Manager

Mariposa County

P.O. Box 1917

Mariposa, CA. 95338

Telephone: 209-742-1379

FAX: 209-742-1378

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Medical Review Officer

MRO Express

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Philip A. Lopez, M.D. (or other contracted Medical Review Officer)

Medical Review Officer

3501 SW 18th Ave.

Miramar, FL 33029

Telephone: 954-592-8912

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Third Party Administrator

Drugtech Toxicology Service, Jill Craig-Owner

P.O. Box 156
Ahwahnee, CA. 93601
Telephone: 209-966-6454 or 1-800-362-0614
FAX: 209-966-6453

MARC HUGHES - *Substance Abuse Provider*
1254 S Waterman Ave Ste 43
San Bernardino, CA 92408
(909)610-0931

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Creation Date: 6/18/1996 (B/S Res No 96-280)
Revised: 9/9/1997 (B/S Res No 97-366); 5/9/2006 (B/S Res No 06-169); 6/14/2016 (B/S Res No 16-275)
8/14/2018 (B/S Res No 18-397); 3/16/2021 (B/S Res No 21-131)

V. REVISION OF COVERED CLASSIFICATIONS

The following steps provide the process for adding or removing classifications from the Covered Employee Classifications list shown above (the bottom row of the table).

1. All changes will comply with Covered Employee Categories criteria (FMCSA/FTA), provided in the first row of the Attachment A, Covered Classifications.
2. Union representatives shall receive initial notice when a classification has been identified as meeting the aforementioned criteria (Covered Employee Categories) and incumbants will be provided 30 days' notice to respond if desired.
3. After the 30-day notice period, Attatchemnt E, Covered Classifications and Revision Table and Attachment A, Covered Classifications. Attachment E will be revised with all prior changes included from the most recent to least recent order.

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8/14/2018 (B/S Res No 18-397); 3/16/2021 (B/S Res. No. 21-131)

Attachment A

~~Administration Covered Classifications~~ ~~Subject to Drug and Alcohol Testing~~

Title

~~Fleet Manager***
Public Works Superintendent*
Program Assistant/Dispatcher**~~

~~Safety Sensitive—Job Classifications~~ ~~Subject to Drug and Alcohol Testing~~

Title

~~Equipment Mechanic/Heavy Equipment Mechanic ***
Equipment Mechanic Supervisor***
Equipment Operator—Solid Waste*
Maintenance and Construction Supervisor—Roads*
Maintenance Worker I Roads*
Maintenance Worker II—Roads*
Maintenance Worker III—Roads*
Maintenance Worker I—Solid Waste*
Maintenance Worker II—Solid Waste*
Maintenance Worker III—Solid Waste*
Medical Transportation Drivers**
Solid Waste and Recycling Manager*
Transit System Bus Driver**~~

Notes:

- ~~(1) Only those employees classified in any of the above positions who are deemed to have safety sensitive functions assigned to them will be subject to testing. Some individual employees not assigned to safety sensitive functions may not be affected.~~
- ~~(2) This Attachment may be amended by the County from time to time as required.~~

~~* Covered pursuant to Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA) Regulations.~~

~~** Covered pursuant to Department of Transportation (DOT), Federal Transit Authority (FTA) Regulations.~~

~~*** Covered pursuant to both FTA and FMCSA Regulations.~~

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ATTACHMENT A: COVERED CLASSIFICATIONS

The following table provides an overview of the acceptability of FMCSA and FTA requirements and how they relate to current functions/positions within the County. The bottom row of the table lists covered County classifications that are required to follow FMCSA, FTA, or both regulations.

	FMCSA	FTA	FMCSA/FTA
Covered Employee Categories	A person who <u>operates (i.e., drives)</u> a Commercial Motor Vehicle (CMV) with a gross vehicle weight rating (gvwr) of 26,001 or more pounds; or is designed to transport 16 or more occupants (to include the driver); or is of any size and is used in the transport of hazardous materials that require the vehicle to be placarded. ²	49 CFR Part 655 Covered employee: (1) a person who operates a revenue service vehicle, (2) operating a non-revenue service vehicle that requires a CDL, (3) controls the dispatch or movement of a revenue service vehicle, (4) maintains a revenue service vehicle or equipment used in revenue service, or (5) carries a firearm for security purposes. ³	
Employee Categories (For reporting Purposes)	Driver	Revenue Vehicle Operation; Revenue Vehicle and Equipment Maintenance; Revenue Vehicle Control/Dispatch; CDL/NonRevenue Vehicle; Armed Security Personnel.	Employees covered under both FTA and FMCSA are typically mechanics or fleet managers who are required to hold a Commercial Driver's license and perform maintenance on all County vehicles.
Covered Employee Classifications	Public Works Superintendent Equipment Operator – Solid Waste Maintenance and Construction Supervisor – Roads Maintenance Worker I—Roads Maintenance Worker II—Roads Maintenance Worker III—Roads Maintenance Worker I – Solid Waste Maintenance Worker II – Solid Waste Maintenance Worker III – Solid Waste Solid Waste and Recycling Manager	Program Assistant/Dispatcher Medical Transportation Driver Transit System Bus Driver	Fleet Manager Equipment Mechanic/Heavy Equipment Mechanic Equipment Mechanic Supervisor

² https://www.transportation.gov/odapc/employees_covered_under_DOT_testing_regulation_49_CFR_Part_40

³ https://www.transportation.gov/odapc/employees_covered_under_DOT_testing_regulation_49_CFR_Part_40

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Attachment BATTACHMENT B:

Alcohol Fact SheetALCOHOL FACT SHEET

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

— Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

— Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12 ounces], whiskey [1 ounce], or wine [6-ounce glass] over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed “alcoholic”)
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- Ulcers
- Birth defects (up to 54 percent of all birth defects are alcohol related)

— Social Issues

- Two-thirds of all homicides are committed by people who drink prior to the crime.

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- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- Forty percent of family court cases are alcohol problem related.
- Alcoholics are 15 times more likely to commit suicide than are other segments of the population.
- More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related.

The Annual Toll

- 24,000 people will die on the highway due to the legally impaired driver.
- 12,000 more will die on the highway due to the alcohol-affected driver.
- 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol-caused liver disease.
- 10,000 will die due to alcohol-induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol-related conditions or accidents.

Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

Attachment CATTACHMENT C:

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Return-to-Work AgreementRETURN-TO-WORK AGREEMENT

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This AGREEMENT is entered into on the date last below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "EMPLOYEE", in consideration of County's agreement to continue employment subsequent to the post-rehabilitation of Employee subject to Employee's agreement to the following:

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- (1)1. _____ To abstain from the manufacture, distribution, possession or use of illegal drugs at any time.
- (2)2. _____ Not to report to work under the influence of illegal drugs or alcohol and not to possess or consume illegal drugs or alcohol while at work or working.
- (3)3. _____ To devote my best efforts to an earnest and sincere effort at rehabilitation and to follow my counselor's and therapist's directions and recommendations.
- (4)4. _____ To authorize persons involved in counseling, diagnosing, and treating me to disclose to my employer my progress and cooperation, my drug and alcohol use, and any dangers they perceive in connection with the performance of my job duties.
- (5)5. _____ To cooperate in a test of my breath, blood, or urine for evidence of alcohol/drug use on completion of rehabilitation.
- (6)6. _____ To cooperate in a minimum of six (6) unannounced follow-up tests of my breath, blood or urine for evidence of alcohol/drug use for a period of at least twelve (12) months following reinstatement to my job and, for additional testing as determined by a substance abuse professional for an additional 48 months of safety-sensitive duty following this first 12-month period.

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I understand and agree that I am responsible for payment of all costs associated with my re-entry rehabilitation program and any required associated follow-up drug and alcohol testing. I understand and agree that I will be terminated from my employment with Mariposa County if I violate or revoke any part of this Agreement and also understand that after this Return-to-Work Agreement lapses and I test positive from any further drug/alcohol test, I will be terminated.

Further, I understand that this Agreement is not a guarantee of employment and that I may be terminated for lack of work, attendance or performance problems, future violations or other reasons, notwithstanding my compliance with this Agreement.

Signature of Employee

Date

Signature of Department Head

Date

(Printed name of Department Head)

Date

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ATTACHMENT D:

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**OBSERVED BEHAVIOR -
REASONABLE SUSPICION RECORD**

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Employee Name: _____ **Department:** _____

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Area of Observations: _____ **Date/Time:** _____

Date of Observations: _____ **Time of Observations:** _____
(am/pm)

Only a County manager or Supervisor trained by CFR 49, Sec. 382.603 may complete this form regarding any employee whose behavior indicates the possible use/misuse of alcohol and/or a controlled substance.

RECORD OF OBSERVATIONS

Reasonable suspicion determined for: _____ **Alcohol** _____ **Controlled Substances**

1. APPEARANCE: Eyes _____ Clothing _____ Face _____ Hair _____ Cleanliness _____ Alertness _____

Describe remarks listed above:

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(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

=====
2. BEHAVIOR: Normal _____ Irritable _____ Mood Swings _____ Confused _____ Lethargic _____
Excited _____ Depressed _____ Excessive Gaiety _____ Confrontational _____ Staggers _____
Sways/Leans _____

Describe behavior:

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

=====
3. SPEECH: Normal _____ Slow _____ Deliberate _____ Confused _____ Exaggerated _____ Loud _____
Soft _____

Describe Speech:

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)
=====

====
4. ODORS: Normal _____ Body _____ Clothing _____ Breath _____ Masked _____

Describe Odors:

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)
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====**5. OTHER INDICATORS** of controlled substances and/or alcohol abuse. Specify and describe:

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)
=====

====
OBSERVED BY:

▲ **Signature:** _____ **Title:** _____ **Date:** _____

Signature: _____ **Title:** _____ **Date:** _____

(Second observer optional)

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ATTACHMENT E:
COVERED CLASSIFICATIONS REVISION TABLE

<u>Notification of employee organization date:</u>	
<u>Notification of employee organization date:</u>	
<u>Notification of department head date:</u>	
<u>Reason and description of the change:</u>	
<u>Final Action and Date:</u>	
<u>Director of Human Resources:</u>	
<u>Director of Human Resources (Signature):</u>	

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MARIPOSA COUNTY

Board of Supervisors



Information Item

MEETING: November 12, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Discussion and Direction Regarding Progress on the Mariposa County Code Compliance Effort And Relationship to Other Contemplated Code Amendments Such as the Development Code Update (Supervisors Smallcombe and Poe)

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding Progress on the Mariposa County Code Compliance Effort And Relationship to Other Contemplated Code Amendments Such as the Development Code Update (Supervisors Smallcombe and Poe).

For a number of years, staff has struggled to effectively enforce violations of a variety of County Codes. About half of such violators are willing to work with staff to address code violations, the other half are not. The means available to address those situations are to write letter after letter or to take the violators to court. Writing letters takes staff time and is mostly ineffectual. There is little appetite to pursue court involvement given the high costs. On May 19, 2020, Planning staff proposed code amendments that were intended to provide more effective, efficient and less costly administrative enforcement procedures. Given public resistance to these proposed amendments, the Board created the Code Compliance Advisory Committee in November 2021. The Board appreciates the commitment of members of this Committee and has met with the members on several occasions since the Committee's creation.

No update has been provided to the Board on any of the Steps or on the written plan and little reliable information is available to the public. The Board is therefore looking for the plan and CCAC comments as directed most recently in May or at least an update on the status of that plan along with a timeline for completion for their benefit and to provide some transparency for the public on progress toward a compliance framework. Such information is important in the larger context of Mariposa County code compliance efforts and also as the Planning Commission moves forward on updates to Title 17 and part of Title 16 of County Code which are expected to include enforcement provisions.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The most recent meetings occurred in September 2023 and May 2024. In September, the Board met with Committee members on September 18th in a workshop format and again on September 19th at a regularly scheduled Board meeting. In the memo for the item on the May 14, 2024, meeting, staff identified Four Steps directed at facilitating code compliance, including an Amnesty Program which was to have begun on July 1, 2024, and ended December 31, 2024, with Steps 2-4 running

concurrently. The Board of Supervisors directed staff at their September 19, 2023, and May 14, 2024, meetings to bring a written plan for code compliance to the Board for approval. Our understanding of the 'written plan' is that staff was to write a code compliance implementation plan, take it to the Code Compliance Advisory Committee for comment and bring both the staff's plan and the CCAC's comments to the Board for consideration and direction or approval.

At that May 2023 meeting, staff also proposed that lead responsibility for the Code Compliance effort be transferred from the Planning Department to the Building Department. While the Board didn't provide specific direction on that proposal, it appears that responsibility was transferred to the Building Department but has been transferred again back to Planning. Neither the Board nor the public have been kept apprised of these changes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not discuss and miss the opportunity to continue a previous discussion.

FINANCIAL IMPACT

None.

ATTACHMENTS

None



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Miles Menetrey, District V Supervisor
RE: Proclaim the Week of November 18th through the 22nd, 2024 as "Clerk of the Board of Supervisors Week"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Week of November 18th through the 22nd, 2024 as "Clerk of the Board of Supervisors Week"

BACKGROUND AND HISTORY OF BOARD ACTIONS

This will be the first time this has been proclaimed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not proclaim and miss the opportunity to honor our own hard-working Clerk of the Board who is an essential part of our local government.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Clerk of the Board Week

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 Mariposa County Board of Supervisors proclaims

The Week of November 18th through the 22nd, 2024 as **“Clerk of the Board of Supervisors Week”**

WHEREAS, California counties provide many services that are essential to the lives of Californians; and

WHEREAS, the position of the Clerk of the Board of Supervisors plays an integral role in the function of California County government; and

WHEREAS, the Clerk of the Board performs many legally mandated functions that protect and preserve the rights of the citizens to an open and accessible government; and

WHEREAS, the work performed by Clerks of the Board is a time-honored and vital part of local government; and

WHEREAS, the Clerks duties of record keeping is revered, their work among the earliest recorded on behalf of the public, and Clerks have long pledged to maintain their neutrality and impartiality of the proceedings of government; and

WHEREAS, the California Clerk of the Board of Supervisors Association, an affiliate of the California State Association of Counties, is organized to promote the principles of good government, to represent the interests of Clerks of the Board with legislative bodies and other professional organizations, to encourage the development of professional growth and education, and to support the objectives of all regional groups established within the Association; and

WHEREAS, it is most appropriate that we recognize the accomplishments of Clerks of the Board across the 58 counties in the State of California.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Supervisors of the County of Mariposa County, a political subdivision of the State of California, does herewith proclaim the week of November 18th through the 22nd, 2024, as ***“California Clerk of the Board of Supervisors Week”*** in recognition of the high level of services bestowed upon the people of Mariposa County and the people of California by Clerks of the Board.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 12th day of November 2024 by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Wayne Forsythe, District IV Supervisor

Shannon Poe, District II Supervisor

Miles Menetrey, District V Supervisor

Danette Toso, District III Supervisor



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: November 12, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: **CLOSED SESSION:** Conference with Labor Negotiator: Shelline Bennett: Employee Organization Deputy Sheriff's Association (DSA) and Sheriff's Management Association (SMA)

RECOMMENDATION AND JUSTIFICATION

☐ CONFERENCE WITH LEGAL COUNSEL:

☐ Existing Litigation:

☐ Disclosure will jeopardize existing settlement negotiations.

☐ Anticipated Litigation

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization: Deputy Sheriff's Association and Sheriff's Management Association

Name of County Designated Representative: Shelline Bennett

Title(s) of unrepresented individuals with whom negotiations are being conducted: NONE.

☐ 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

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None