

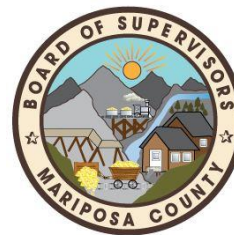


MARIPOSA COUNTY

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

5100 Bullion Street

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



MARSHALL LONG, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
TOM SWEENEY
WAYNE FORSYTHE
MILES MENETREY

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

November 16, 2021

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Excused	

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

Sarah Williams/Planning Director introduced Hannah Harrison, their new intern from Kentucky. Ms. Williams noted that the California Climate Action Corps Program is providing Ms. Harrison with all of her salary and benefits. She also noted that Ms. Harrison will be working on implementing actions for the community wildfire plan.

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

No public comment. Regarding CA8, Supervisor Smallcombe and Dallin Kimble/County Administrative Officer discussed the incidence of different agreements across different departments with the same provider and the need for centralized or centrally coordinated purchasing.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

CA1. Health and Human Services RES-2021-622

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2021-623

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA3. Sheriff's Office RES-2021-624

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA4. Withdrawn

CA5. Board of Supervisors

Approve the Minutes of Monday, November 1, 2021

CA6. Clerk of the Board of Supervisors 2021-101

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in October of 2021

CA7. Clerk of the Board of Supervisors 2021-102

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in October of 2021

CA8. Health and Human Services RES-2021-625

Approve an Agreement with AmeriGas for Continuation of Propane Services; and Authorize the Board of Supervisors Chair to Sign the Agreement: Attachment "A" - Price of Propane in Effect from September 30, 2021 through September 30, 2022

CA9. Health and Human Services RES-2021-626

Approve a Purchase of Service Agreement Between the Mariposa County Health & Human Services Agency (HHSA) and Mariposa County Sheriff's Office (MCSO) to Establish and Maintain a Qualified Public Assistance Fraud Investigation Unit Dedicated to Investigating Allegations of Public Assistance Fraud and Other Related Crimes; and Authorize the Director of HHSA and Department Head of MCSO to Sign the Agreement

CA10. HHS/Community Services 2021-103

Appoint Christine Kleiman-Moore to the Mariposa County Commission on Aging Representing District III, with a Term Concurrent with District III Supervisor, Expiring January 2, 2023 and Appoint Dayla Reagan-Buell to the Mariposa County Commission on Aging Representing an At-Large Position, with a Term Expiration of November 16, 2025

CA11. HHS/Social Services RES-2021-627

Approve an Agreement with Drugtech Toxicology Services LLC for Drug and Alcohol Testing Services for Clients Within the Child Welfare Services Branch of Mariposa County Health and Human Services Agency (HHSA) Effective July 1, 2021; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Board Recognitions**1. Health and Human Services 2021-104****Proclaim the Week of November 13-20, 2021, as Hunger and Homelessness Awareness Week**

Shannon Gadd/Health and Human Services Agency (HHSA) Director introduced Debra Barcellos/Mariposa Heritage House Director who gave the report with the assistance of Abby Miller/Training Specialist, and Cathy Maxwell/Housing Navigator. No public comment.

Chair Long presented the proclamation to Ms. Barcellos and staff.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

2. Board of Supervisors 2021-105**Proclaim the Week of November 12-18, 2021, as Community Foundation Week (Board Chair)**

Marilyn Saunders/Mariposa Community Foundation Executive Director gave the report, noting that today is National Philanthropy Day. No public input.

Chair Long presented the proclamation to Lester Bridges and Marilyn Saunders.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

F. Departmental Presentation

Kristina Allen/Deputy Director of Public Health reported that there are 41 active COVID19 cases, 11 of which are hospitalized. She noted that on October 31, we ended the month with 59 cases; we saw 40 cases the next week; and so far this week, have seen 14 cases. Dr. Allen also advised of upcoming clinic days and times, and noted that all clinics will also offer flu vaccines, as well.

Jacob Hawley/Visitor Center Operations Managers noted that in 2020, they only had 8000 visitors but so far this year they have reached 12,500 visitors. Mr. Hawley also noted that Highway 120 is still closed as is Glacier Point.

G. Public Comment on Non-Agenda Items

Unidentified individual spoke regarding illegal marijuana grows, and questioned what will be done when the water runs out because great amounts of water are being pumped out by the many illegal grows in his subdivision. He also noted that he thinks the marijuana ordinance needs to be enhanced to add a penalty for pumping water out of the ground in support of a criminal activity.

H. Regular Agenda Items

1. Public Works RES-2021-628

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

Shannon Hansen/Interim Public Works Director provided the update and noted that they are still waiting on materials, and reported that they have been advised that they will take four to six weeks. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

2. Planning RES-2021-629

Adopt a Resolution Authorizing Grant-Funded Restoration Activities to Commence in the Phase II and Phase III Segments of the Mariposa Creek Parkway, and Authorize the Board of Supervisors Chair to Sign the Air Pollution Control District (APCD) Permit Application

Sarah Williams gave the staff report on behalf of Mikey Goralnik and Gary Miltmore of Sierra Foothill Conservancy by describing the work that will be accomplished. During public comment, Gary Miltmore discussed how pleased he was to be working on this project. In response to an inquiry from Supervisor Smallcombe, Mikey Goralnik responded telephonically regarding the timelines for the restoration

and the installation of the interpretive signs. In response to Supervisor Sweeney's inquiry, Mr. Goralnik also noted that approximately eight acres will be treated.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

3. HHS/Social Services RES-2021-630

Approve the Certification Instructions and Funding Conditions to Accept \$250,000.00 for the Home Safe Program through the California Department of Social Services; and Authorize the Health and Human Services Agency Director to Sign the Certification Instruction and Funding Conditions

Shannon Gadd gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

4. HHS/Social Services RES-2021-631

Approve the Certification Instructions and Funding Conditions to Accept \$250,000.00 for the Housing and Disability Advocacy and Prevention (HDAP) Program through the California Department of Social Services; and Authorize the Health and Human Services Agency Director to Sign the Certification Instructions and Funding Conditions

Shannon Gadd gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

5. HHS/Social Services RES-2021-632

Authorize the Mariposa County Health and Human Services Agency to Apply for the Housing and Disability Advocacy and Prevention (HDAP)

Program through the California Department of Social Services, Targeted Strategic Investment Competitive Allocation

Shannon Gadd gave the staff report. During public comment, Ben Goger/Housing Development Specialist spoke in support of the item. Supervisor Smallcombe and Mr. Goger discussed how the program will be implemented.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

Recess

10:16 AM Chair Long recessed the meeting for a brief break and reconvened at 10:21 AM.

6. Administration/Community Development RES-2021-633

Adopt a Resolution Establishing the Connect Mariposa Advisory Board (CMAB) to Direct the Process of Identifying and Creating a Broadband Plan, as it Relates to the Central Sierra Regional Broadband Roadmap and the Community Broadband Plan

Dallin Kimble/County Administrative Officer provided an overview of the item and introduced Tara Schiff/Economic Development Specialist who gave the staff report. Public comment opened. Marilyn Saunders/Economic Development Corporation expressed support on behalf of the EDC noting that broadband is essential and public comment is essential. Dan Rule/Sierratel noted that Sierratel is a proponent of doing whatever it takes to get broadband to every household in the County. Public comment closed. Supervisor Sweeney and Mr. Kimble discussed the need for the committee to select a chair at the beginning of each meeting. Supervisor Smallcombe advised that the provision was added at her request for light administration.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

I. Items removed from Consent Agenda

CA4. Board of Supervisors

Approve the Minutes of Tuesday, October 26, 2021

J. Board Information

Information received.

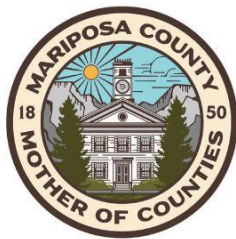
K. Adjournment

10:48 AM Chair Long adjourned the meeting in memory of Jess Allen McCoy, Zig "Zbigniew" Kuchta, Donald Joseph Hoffman, and Marina Ann Jaramillo.

Respectfully submitted,

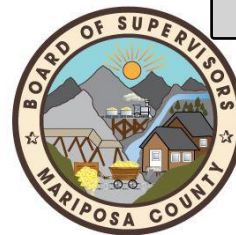
René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-622

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue 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.

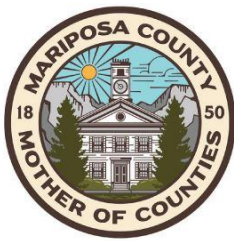
RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

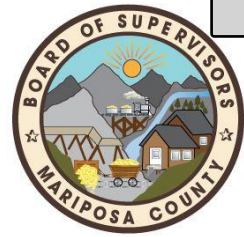
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.2

RESOLUTION - ACTION REQUESTED 2021-623

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On March 13, 2020, Mariposa County Public Health Officer, Dr. Eric Sergienko declared a local public health emergency in response to the COVID-19 Pandemic. On March 17th, 2020 the Mariposa County Board of Supervisors adopted a Resolution ratifying a Local Health Emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

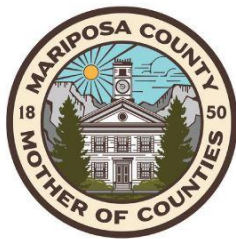
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

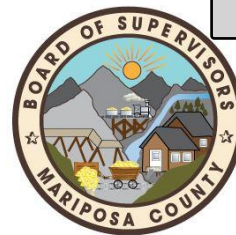
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



RESOLUTION - ACTION REQUESTED 2021-624

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Jeremy Brieese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 24, 2020: The Board ratified the March 17, 2020 Local Emergency Proclamation Due to the COVID-19 Global Pandemic. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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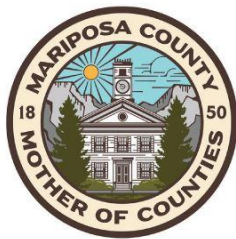
RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

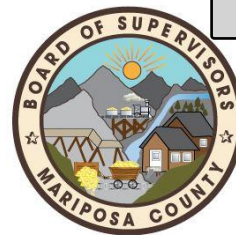


MARIPOSA COUNTY

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MARSHALL LONG, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
TOM SWEENEY
WAYNE FORSYTHE
MILES MENETREY

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

November 1, 2021

SPECIAL MEETING

A. 6:00 PM Called to Order and Roll Call

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	6:00 PM
Tom Sweeney	District II Supervisor	Present	6:00 PM
Marshall Long	District III Supervisor	Present	6:00 PM
Wayne Forsythe	District IV Supervisor	Present	6:00 PM
Miles Menetrey	District V Supervisor	Present	6:00 PM

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Regular Agenda

1. **Clerk of the Board of Supervisors (ID # 11951)**

CONDUCT PUBLIC HEARING #4 to Review Existing District Boundaries; Review State Redistricting Criteria; and Receive Input Regarding Draft Map Proposals for County Supervisorial Districts

6:01 PM Chair Long opened the public hearing.

Rene LaRoche/Clerk of the Board gave the staff report and an overview of the redistricting process and the criteria that needs to be considered for the final district boundaries. Sarah Williams/Planning Director discussed the four map options that would be discussed today, and the criteria required. Ben Ogren/Senior GIS Specialist presented each of the four maps, explained how the software works in regard to the validation process and ensuring integrity and what changes can be seen in each map. Board discussion ensued regarding census blocks, recognizing communities of interest, population density, deviation range, and census designated places (CDP).

Public comment opened.

Ferrol Conklin of Midpines inquired if we have an area that cannot be divided, is there a way to get the data on that block.

David Oppenheim discussed how community interests may be different in each district such as fire departments, and parks, and noted he supports options three (3) and four (4) and would like to see Fish Camp in the district outside of Yosemite National Park.

Paul Brickett spoke in favor of option two (2) because it has the smallest population deviations, and he would prefer to remain in his current district. He then brought up discussion on process, population deviations, and natural boundaries.

Gary Francisco presented a memorandum to the Deputy Clerk of the Board and read it to the Board expressing his concerns, noting the land being removed from district one (1), and that district one (1) should include the land within the draft Midpines Community plan boundary.
Public comment closed.

7:35 PM Chair Long closed the public hearing.

7:36 PM Chair Long recessed the meeting for a brief break and reconvened at 7:43 PM.

In response to Ms. Conklin's question, Ben Ogren noted that this is the limitation of the dataset. With the guidance of Ben Ogren, the Board ran multiple scenarios in the software making adjustments to the option two (2) map. Direction was given to make adjustments to the option two (2) map as discussed pertaining Midpines community of interest and bring it to the Board meeting tomorrow. Ben Ogren advised that he will provide a new map labeled Option five (5).

RESULT: HEARING CONCLUDED

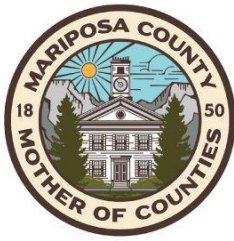
D. Adjournment

8:09 PM Chair Long adjourned the meeting.

Respectfully submitted,

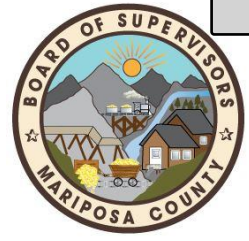
Tracy Gauthier
Deputy Clerk of the Board II

Marshall Long
Chair, Board of Supervisors



MARIPOSA COUNTY

Clerk of the Board of Supervisors • (209) 966-3222



D.6

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION:

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in October of 2021.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board will be unaware of the contracts that the CAO has authorized.

ATTACHMENTS:

CAO approved agreements 11-16-21 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

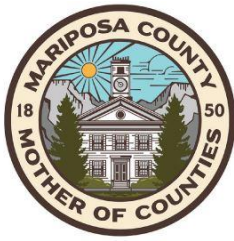
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for November 16, 2021

Contractor	Amount	Term	Service	Department
eCivis & Carasoft	\$4,725	10-1-21 to 9-30-22	Grants network and online services	Admin
Colantuono, Highsmith, Whatley, PC	\$5,000	8-1-21 to 7-21-22	Legal advice re: Citizens to save the hospital initiative	County Counsel
Wanger Jones Helsley PC	\$10,000	1 year	Legal Services	County Counsel
Wanger Jones Helsley PC	\$10,000	1 year	Legal Services	County Counsel
Coulter Cafe	\$30,000	10-1-21 to 6-30-22	Meals on Wheels	HHSA
BHC Sierra Vista Hospital	\$50,000	7-1-21 to 6-30-22	Inpatient Psychiatric Services	HHSA
Central Valley Toxicology	\$50,000	9-1-21 to 8-31-22	Drug, Alcohol and Toxicology Screening	SO
A and R Mortuary Services	\$50,000	7-1-21 to 6-30-22	Mortuary Services	SO
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				



MARIPOSA COUNTY

Clerk of the Board of Supervisors • (209) 966-3222



D.7

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION:

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in October of 2021.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

ATTACHMENTS:

Department Head approved agreements 11-16-21 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

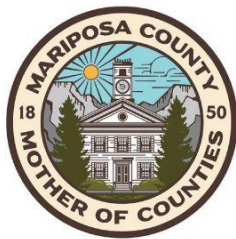
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

BOARD REPORT ON DPARTMENT HEAD EXECUTED CONTRACTS

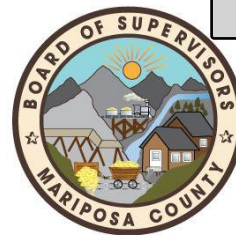
Board Agenda Item for November 16, 2021

Contractor	Amount	Term	Service	Department
Valley Small Business Development Corporation (VSBDC)	\$10,000	7-1-21 to 6-30-22	Grant Writing Services	Admin
Mariposa Termite Control	\$6,500	10-7-21 to 10-6-22	Pest Control Services	Fire
ABOGE Coaching & Consulting, Inc.	\$10,000	10-1-21 to 6-30-22	Training	HHSA
David Heumann Plumbing, LLC	\$2,000	9-1-21 to 11-30-21	Repair Backflow Valves at HHSA	HHSA
Recology Mariposa	\$10,000	7-1-21 to 6-30-22	Waste Disposal	HHSA
Terrence R. Fick	\$10,000	10-4-21 to 10-3-22	Pre-Employment Background Investigations	Probation
Merced Alarm	\$1,000	10-5-21 to 10-4-22	Alarm/Monitoring	Probation
Fire Suppression Technology	\$3,700	DOE to 6-30-22	Sprinkler Improvements at HHSA	PW
Jerico Fire Suppression	\$5,280	8-10-21 to 6-30-22	Fire Sprinkler Inspection	PW
Musco Lighting	\$1,800	10-7-21 to 10-6-22	Light Scheduling at County Parks	PW
Palmer Tractor	\$9,998	DOE to 6-30-22	Emergency Plates on White Rock Road Bridge	PW
Patton	\$3,055	DOE to 6-30-22	Air Duct Improvements - HHSA Building	PW
Vortex Industries, Inc.	\$3,000	10-18-21 to 10-17-22	Door Maintenance through County Offices	PW
Advanced IPM	\$3,600	DOE to 6-30-22	Pest Control at Land Fill	PW
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-625

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approval of Price Change in Propane Supply Agreement and Equipment Lease with AmeriGas

RECOMMENDATION AND JUSTIFICATION

Approve an agreement with AmeriGas for continuation of propane services; and Authorize the Board of Supervisors Chair to Sign the Agreement: Attachment "A" - Price of Propane in Effect from September 30, 2021 through September 30, 2022.

The County established a three year agreement with AmeriGas to supply propane and equipment to the Mariposa County Health and Human Services Agency (HHSA). The initial term of the lease agreement for the equipment occurred from October 1, 2017 through September 30, 2020 and currently exists on a month to month basis until request for termination.

AmeriGas is an LPG distribution company headquartered in King of Prussia, Pennsylvania, with extensive operations in the United States. Founded in 1959, it is the nation's largest retail propane marketer, serving approximately 2 million customers from approximately 2,500 distribution locations. For this specific agreement, AmeriGas provides propane services and lease equipment to HHSA facilities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors ratified acceptance of approval for the Propane Supply Agreement and Equipment Lease with AmeriGas on February 5, 2019 through Resolution No. 2019-62.

Board of Supervisors approved Attachment A of Propane Supply Agreement and Equipment Lease with AmeriGas on October 13, 2020 through Resolution No. 2020-610.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Failure to allow approval of the Attachment A modification runs the risks of being in default of our current agreement with AmeriGas and creating unsafe working environments for staff members within HHSA facilities.

FINANCIAL IMPACT:

Revenue and corresponding appropriations are included in the Fiscal Year 2021-2022 Budget.

ATTACHMENTS:

**Mariposa County Health and Human Services pricing renewal 21 - 10192021
(PDF)**

AmeriGas Agreement Wsignatures January 2018 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

District No.
Account No.

ATTACHMENT A

PRICE OF PROPANE – SUPPLY INDEX

This Pricing Attachment (“Attachment”) is entered into between AmeriGas Propane, L.P. (“Company”) and County of Mariposa (“Customer”) with a billing address of P.O. Box 99, Mariposa, CA 95338. Company and Customer agree as follows:

1. Supplemental Terms. This Attachment supplements and is subject to the Company’s [CIRCLE ONE] Non-Residential / Dispenser / Temp Heat / Motor Fuel / Transport Agreement entered into between Customer and Company (the “Customer Agreement”), and the Company’s standard Terms and Conditions for propane-related services and equipment rental contained in the Customer Agreement (the “Terms and Conditions”), which are incorporated herein by reference.

2. Pricing and Term. From 09/30, 2021 to 09/30, 2022, the price per gallon of propane will be the Company’s local Supply Index, plus \$0.435, plus all applicable taxes, fees, and charges.

The Company’s local Supply Index represents a blended average of the total propane costs for the geographic areas and supply points in which the District that serves Customer is located including, but not limited to, the cost of beginning inventories, all current propane procurement costs and freight rates. The Supply Index is updated regularly to better approximate the continuously varying costs of propane resulting from various market forces.

3. Authority to Sign. The parties have agreed to the terms of this Attachment as of the latest date signed by both Parties below. This Attachment may only be executed by a manager, director, or corporate officer of Company. The individual signing below on behalf of Customer represents that he or she is authorized to do so.

CUSTOMER:

Signature: _____
Name: Marshall Long
Title: Chair, Board of Supervisors
Date: _____

COMPANY:

Signature: _____
Name: Christine Schwark
Title: TSR
Date: _____

Propane Supply Agreement & Equipment Lease Non-Residential

District # 7147

This Propane Supply Agreement and Equipment Lease ("Agreement") is between Ameri Gas (the "Company"), Address: _____ and the Customer identified below ("Customer") and will be in effect for a minimum of three (3) years or _____ year(s) (whichever is shorter) from the date it is signed by the Customer and from month-to-month thereafter or until terminated in accordance with paragraph 10 of this Agreement.

County of Mariposa	(209) 966-2000	(209) 966-8251	chopkirk@mariposahsc.org	
Customer: Cyndi Hopkirk	Business Phone: (209) 742-0930	Fax: N/A	eMail: (209) 966-8251	
Primary Contact: chopkirk@mariposahsc.org	Business Phone:	Cell:	Fax:	
eMail:				
5362 Lemee Lane	Mariposa	CA	95338	
Installation/Delivery Address: P.O. Box 99	City: Mariposa	State: CA	Zip: 95338	
Billing Address:	City:	State:	Zip:	

GENERAL TERMS AND CONDITIONS FOR NON-RESIDENTIAL CUSTOMERS:

1. LEASED EQUIPMENT

A. General Provisions. Upon request, the Company ("us" or "our" or "we") will lease and provide to you various equipment, including a propane storage tank or cylinder, regulator(s), tank monitors and related equipment (the "Leased Equipment"). In the interest of safety, you will not allow anyone to make any adjustments, connections or disconnections to the Leased Equipment or remove or pump-out the tank without our written permission. You agree that only propane sold by the Company will be used with the Leased Equipment.

B. Propane System Maintenance & Repair. Except for the Leased Equipment, you are responsible for the maintenance and repair of your entire propane system, including compliance with applicable laws and regulations. You are required to notify us in the event that you disconnect the propane system or add or remove appliances so that we may conduct a Leak Check on the Leased Equipment. You will notify the Company immediately if the Leased Equipment is damaged or malfunctions, or if you experience any problems with the Leased Equipment.

C. Tank Rent. You agree to pay the Company annual tank rent during the period the Leased Equipment is installed at the property. The amount of rent can vary depending on, among other things, the size of the tank, the location of the business, and your actual annual usage. Please contact your local District office if you have questions about the tank rent that is applicable to you.

D. Access to Equipment. You agree that the Company has an irrevocable right of entry and exit to your property, without prior notice, to deliver propane or to install, repair, service, or remove the Leased Equipment, or to perform any other services that the Company deems reasonably necessary. You agree to provide the Company with safe, free and unimpeded access to the Leased Equipment, including, but not limited to, access free of ice, snow, water, mud and other hazards. You will mark or otherwise identify the location of septic systems and similar underground features as necessary to allow the Company to safely install the Leased Equipment, perform services, and make deliveries. You agree that the Company has no obligation to contact you to access the Leased Equipment and may suspend deliveries or service in the event the Company is unable to reasonably access the Leased Equipment. You agree to promptly surrender to the Company the Leased Equipment when your relationship with the Company is terminated for any reason. You also agree that only Company representatives are allowed to service, repair, disconnect or otherwise touch the Leased Equipment without Company's written permission.

E. Title to Equipment. The Leased Equipment will at all times remain the property of the Company and will not become a fixture or a part of your real property.

F. Propane Meters. If you have a Company propane meter installed on the Leased Equipment, you will be billed for your actual propane usage rather than per delivery. The Company reserves the right to bill you based on an estimated usage amount, which will later be followed-up by an actual reading, based on which: (i) you will receive a credit to the extent that the estimated amount exceeds the actual propane usage amount or (ii) you will be charged an additional amount to the extent that the actual amount of propane used exceeds the estimated amount. A monthly Meter Fee as defined in Section 4(B) below is applied to customers who have meters.

2. SAFETY INFORMATION. Safety information has been or will be supplied in your Welcome Packet. If you did not receive the safety information, please contact us at 800-501-8953 and we will mail this information to you. Additionally, the Company's safety warnings are also contained on our website or at www.propanesafetyfirst.com. We strongly advise you to regularly visit our website to view those and other important safety warnings. If you smell propane or experience any other adverse propane condition or safety-related matter, you should immediately contact your local District office.

3. PROPANE DELIVERY. The Company offers two types of propane delivery:

Automatic – Under this delivery option, the Company will make periodic deliveries to you on either a fixed cycle basis or based upon a number of forecasting factors, including temperature conditions and your specific usage patterns. To ensure accurate forecasting, we request that you update the Company with any changes in your usage or appliances.

Will Call – Under this delivery option, you must request a propane delivery. The Company recommends you order a delivery when your tank is at approximately 30% to ensure a timely delivery. Most Will Call deliveries will be made within 5-7 business days after your request. The Company will assess a Will Call Convenience Fee per delivery. Weather and other factors may affect delivery times. Expedited delivery requests may be assessed a Special Trip Charge.

4. PRICING, FEES, RATES, AND CHARGES. You agree to pay the Company's price per gallon, fees, rates, and charges in effect on the date that propane is delivered for Automatic delivery or ordered for Will Call delivery, when services are rendered, or as may be set forth on the delivery ticket.

A) Price. Unless you have an agreement which determines your price, you will receive the Company's daily market price per gallon that is set at the Company's discretion, which includes, among other things and without limitation, our costs to procure the propane, freight and transportation, and may vary depending upon the volume of propane purchased by the customer, customer classification, ownership of propane tank and competitive conditions. You may contact your District office to receive current pricing information as pricing changes frequently and without prior notice to the customer.

B) Current Fees and Charges. In addition to the price per gallon, the Company will apply other fees and charges to your account depending on the services requested and/or required. The fees and charges provided below are the most frequently assessed, but other fees and charges may apply depending on the services rendered. Please contact your local District office for specific questions regarding fees and charges and for updated amount information. **THE FEES LISTED BELOW ARE NOT GOVERNMENT IMPOSED, NOR ARE ANY PORTION OF THEM PAID TO ANY GOVERNMENT AGENCY. THE COMPANY RESERVES THE RIGHT TO CHANGE ITS FEES, RATES, AND CHARGES WITHOUT PRIOR NOTICE.**

- **Fuel Recovery Fee** – This fee, which is assessed to propane deliveries and service calls, helps to offset the significant expenses incurred by the Company in fueling its fleet of motor vehicles. This fee fluctuates on a monthly basis as the Company's cost of fuel fluctuates. For updated Fuel Recovery Fee information, please contact your local District office or visit the Company's website.
- **HazMat & Safety Compliance Fee** – This fee, which is assessed to propane deliveries and service calls, helps to offset a portion of the costs the Company incurs to comply with federal, state and local government regulations, including, but not limited to, hazardous materials, homeland security, emergency preparedness and workplace safety. It is also used to fund, among other things, employee safety training and inspections, cylinder re-qualification, and environmental compliance. The fee as of the date of this Notice is \$10.99.
- **Leak Check Charge** – This charge is applied when the Company must perform a Leak Check to verify that the propane system does not have any leaks. This test is required by law under certain circumstances, which may include: when a new piping system is installed, if the gas has been turned off for any reason or if there has been an interruption of gas service, or in the event a leak in the system is suspected. The local District office can provide specifics on when a Leak Check is required and the current charge.
- **Meter Fee** – This fee is applicable to customers who are charged for their propane based on an amount of usage as measured by the Company's meter. This fee helps to offset the cost of the meter, meter reading and related administrative costs. The fee also helps to offset the costs otherwise covered by the HazMat & Safety Compliance Fee (as described above), which is not charged to metered customers. The fee as of the date of this Notice is \$11.99 per month.
- **Pump-Out/Restocking Charge** – This charge is assessed when the Company is required to pump out a tank that contains propane in excess of five percent water capacity in order to remove a Company-owned tank from the customer's property. You can avoid this charge by continuing service with the Company until the supply of propane in the tank is less than five percent. Depending on the size of the tank/cylinder, this charge may be up to \$149.99.
- **Reconnect Charge** – In the event that your tank is locked off by the Company due to nonpayment, this fee will be assessed to remove the lock, perform a Leak Check and put your propane system back into service. The fee as of the date of this Notice is \$79.99.
- **Returned Check Fee** – This fee is intended to cover the deposit return fee assessed by financial institutions and related administrative expenses associated with the return of a customer check for insufficient funds. The Returned Check Fee as of the date of this notice is \$33.00.
- **Service Dispatch Charge** – This charge is applied when a service technician is requested to a customer's location to perform diagnostic or other service work on customer-owned equipment and appliances or to pick up a Company-owned tank or cylinder. The Service Dispatch Charge as of the date of this Notice is \$59.99. This charge will not be credited toward service work performed and additional

charges may be assessed depending upon the nature of the service work required. Please check with your local District office regarding the availability of appliance repair service.

- **Special Trip Charge** – This charge is incurred by customers who request deliveries within forty-eight (48) hours or non-emergency service after business hours or on weekends. This charge can vary due to the distance involved and/or the time required to service the request and can be obtained from your local District office.
- **Tank Rent** – See Section 1C.
- **Will Call Convenience Fee** – This fee is assessed for propane deliveries to customers enrolled in the Will Call delivery option. Eligible customers may avoid this fee by switching to Automatic delivery. The fee as of the date of this Notice is \$6.99 per delivery.

5. PAYMENT TERMS AND LATE FEES. If you have received credit terms from the Company, you will be billed after propane is delivered or services are rendered, unless other payment arrangements have been agreed to in advance. If you dispute an invoice or believe your invoice is inaccurate, you must contact your District office within thirty (30) days of receipt. You agree to pay the Company's price per gallon and all fees, rates, and charges on or before the due date indicated on the invoice. If you fail to pay all amounts owed to the Company by the applicable due date, the Company may, unless prohibited by law, add a monthly late charge of 1.5% of the average daily balance until paid or a late charge of \$36.00, whichever is greater. In the event you fail to make a payment on the outstanding amount owed, the Company may, after providing written notice to you, suspend service and/or place a lock on the Leased Equipment. If the Company places a lock on the Leased Equipment, all amounts outstanding (including the applicable Reconnect Fee) must be paid in full before service will be restored. The Company reserves the right to require you to pay for propane deliveries or services in advance or to post a cash deposit, which may be applied by the Company at any time in whole or in part to the outstanding balance. Maryland Customers: If all of the outstanding amount owed is not received within 15 days after it is due, you will pay a late charge of the greater of \$5.00 per month or 10% per month for the part of the outstanding amount that is late.

6. LICENSES, PERMITS AND TAXES. You agree to pay for all licenses, permits, and taxes associated with the sale or use of the propane and Leased Equipment or service covered by these Terms and Conditions.

7. INDEMNIFICATION. Both Company and Customer agree to indemnify, defend and hold the other harmless from and against any and all claims, liens, demands, suits, damages and liabilities for personal injuries and/or property damage, arising out of or caused by any negligent act or omission on the part of that party, its agents or employees.

8. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT OR OTHERWISE. COMPANY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY YOU AS A RESULT OF THE EXHAUSTION OF COMPANY'S SUPPLY OF PROPANE.

9. DISCLAIMER OF WARRANTIES. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, AND/OR RELATED EQUIPMENT OR SERVICE PERFORMED UNDER THESE TERMS AND CONDITIONS OR ANY PRIOR AGREEMENT OR UNDERSTANDING, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES (CT, KS, ME, MS, NH, WA, AND WV) DO NOT ALLOW THIS EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

10. TERMINATION OF PROPANE SERVICE. Unless otherwise specified, your propane service may be terminated for convenience at the end of the Initial Term or Renewal Term upon the provision of thirty (30) days prior written notice to the Company.

- For Leased Equipment customers only: If propane service is terminated prior to the end of the Initial Term, Company may recover from you its lost profits that it was projected to receive had you fulfilled your obligations under these Terms & Conditions, and other applicable damages, including any installation charges which were waived

at the time of contract. The Company may also charge you a Service Dispatch Charge, the Pump-Out/Restocking Charge if the supply of propane remaining in the tank is greater than 5% water capacity, and the HazMat and Fuel Recovery Fee, if applicable.

- For Customer Owned Equipment only: If propane service is terminated prior to the end of the Initial Term, Company may recover from you its lost profits that it was projected to receive had you fulfilled your obligations under these Terms & Conditions, and other applicable damages, including any installation charges which were waived at the time of contract.
- For Leased Equipment customers only: If propane service is terminated after your Initial Term, the Company will charge you a Service Dispatch Charge, the Pump-Out/Restocking Charge if the supply of propane remaining in the tank is more than 5%, and the HazMat and Fuel Recovery Fee, if applicable.
- Unless required by law, the Company does not repurchase propane remaining in the tank or provide customer refunds for any unused propane. The Company, may however, in its sole discretion, repurchase the propane remaining in the tank in certain circumstances. If the Company determines to repurchase the remaining propane, the repurchase price will be based upon the lower of the price per gallon that you paid or the Company's current daily market price.
- The Company may terminate service with you at any time, without prior notice, if you fail to satisfy any of these Terms and Conditions or if the Company determines, in its sole discretion, that a condition exists that poses a health or safety threat.

11. EXCUSED PERFORMANCE. The Company will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fire, storms, floods, labor disputes, wars, hostilities, compliance with laws or regulations, the Company's inability to obtain propane or equipment from its customary suppliers, terminal, refinery or pipeline disruptions, allocation programs, lack of or inadequate transportation facilities, or terrorism. Under any of these or similar circumstances, the Company may allocate propane and equipment among its customers in any manner that the Company, in its sole judgment, deems reasonable.

12. TERMS & CONDITIONS. From time to time, the Company issues Terms & Conditions. The issuance of the Terms & Conditions will replace the terms & conditions in this Agreement thirty (30) days after your receipt or upon the effective date listed on the Terms & Conditions, whichever is later. By accepting delivery of propane, or by paying any invoice, fees rates, or charges, you are deemed to have accepted the Terms & Conditions and does not require your signature. The notice may be in the form of a bill insert, email or other written notification.

13. CUSTOMERS WITH UNDERGROUND LEASED TANKS. At the time of installation and removal of the Leased Equipment, you will mark or otherwise accurately identify the location of all underground systems that are not marked by your State's "Call Before you Dig" program, including, but not limited to, sprinkler lines, septic systems, leach pits, underground ponds and similar underground features. You are responsible for all costs of the excavation and removal of the Leased Equipment and the Company is not responsible for furnishing fill, resurfacing, landscaping or restoring your property to its previous condition upon removal. You will be billed on an hourly basis for this work with local labor rates prevailing, unless other arrangements are provided. The charge to remove an underground tank can vary greatly and is affected by numerous factors, including the size of the tank, access to the tank, the soil conditions and other impediments. The Company may at its option charge you for the value of the underground tank in lieu of physically removing the tank from your property.

14. TRAINING. Customer will properly train each of its employees, or any individual who handles propane or uses the Equipment, as to how to safely fill containers, if applicable, and use propane. Customer will not allow anyone to handle propane or use the Equipment unless and until that individual has been properly trained to do so. It is Customer's responsibility to provide Company with written notice if Customer, or any of its employees or agents, need additional training in order to comply with this provision. If Customer fails to comply with any portion of this provision, then Customer agrees it shall be solely responsible for any and all injuries or damages that result, and Customer will indemnify, defend and hold Company harmless from all claims, suits, demands and judgments, including those claims brought by Customer's employees or agents.

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15. CLAIMS AND ARBITRATION

A. Arbitration Agreement. Upon the election of either party, a Dispute shall be resolved by binding arbitration. "Dispute" means any claim or controversy arising from or relating to the relationship between you and the Company, including without limitation any and all: (1) claims for relief or theories of liability, whether based in contract, tort, statute or otherwise; (2) claims against the Company or its parents, subsidiaries, affiliates, predecessors, successors or assigns and any of their directors, officers, employees and agents; (3) claims that arose before or after the expiration or termination of this or any prior Agreement; and (4) claims that are the subject of a putative class action in which no class has been certified. "Dispute" shall not, however, include: (1) issues relating to the scope, validity or enforceability of this arbitration agreement; (2) claims filed by you or the Company on an individual basis in small claims court; or (3) claims filed by or on behalf of the Company to collect money you owe the Company.

B. Right to Reject this Agreement or Changes to this Agreement. Notwithstanding anything in this Agreement to the contrary, you may reject this arbitration agreement or future changes to this arbitration agreement. To do so, you must send the Company written notice by certified mail postmarked no later than thirty (30) days after your first receipt of notice of this arbitration agreement (if rejecting the arbitration agreement) or notice of the change (if rejecting changes to the arbitration agreement) to Box 965, Valley Forge, PA 19482, Attn: General Counsel. Your decision will not adversely affect your relationship with or receipt of goods or services from the Company.

C. Procedures for Arbitration. This arbitration agreement is governed by the Federal Arbitration Act. Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes (collectively the "AAA Rules") as modified by this arbitration agreement. If your claim is less than \$10,000, you may choose whether the arbitration will be decided on the papers or after a telephonic or in-person hearing.

D. Waiver of Jury Trials and Class Actions. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR RATHER THAN A JUDGE OR JURY. WHETHER IN ARBITRATION OR COURT, YOU AND THE COMPANY WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. UNLESS YOU AND THE COMPANY AGREE OTHERWISE IN WRITING, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION BASIS, AND NEITHER THE ARBITRATOR NOR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. THE ARBITRATOR/JUDGE MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF TO THAT INDIVIDUAL PARTY. THIS CLASS ACTION WAIVER IS A MATERIAL AND ESSENTIAL PART OF AND CANNOT BE SEVERED FROM THIS ARBITRATION AGREEMENT.

16. NOTICE. Any notice by you shall be sent by U.S. mail, postage prepaid, to the Company at Box 965, Valley Forge, PA 19482, Attn: Customer Service. Notice to you may be in the form of a bill insert, stand-alone mailing, email or other written notification.

17. WAIVER. If we delay in exercising any of our rights, the Company will not be prevented from exercising our rights at a later date. The Company's waiver of any breach of the Terms & Conditions at any time shall not excuse future breaches by the customer.

18. SURVIVAL. Paragraphs 1, 5, 6, 7, 8, 9, 10, 13, 14, 15 and 17 shall survive termination of your relationship with the Company.

19. CUSTOMER OWNED EQUIPMENT. The following provisions do not apply to Customer-Owned equipment:

Paragraph 1: • Leased Equipment

Paragraph 4(B): • Pump-Out/Restocking Charge as it relates to the pick-up of the Company-owned Equipment; however, the remaining provisions of this paragraph apply.

Paragraph 6: • Licenses Permits & Taxes as it relates to permits for tank installation; however, the remaining provisions of this paragraph apply.

☐ If this block is checked, this Propane Supply Agreement and Equipment Lease is further subject to the Terms and Conditions set forth in Attachment(s), which is/are attached hereto and made part hereof.

DESCRIPTION OF LEASED EQUIPMENT

Tank/Cylinder: _____ Serial Number: _____

Regulator: _____ Other: _____

CUSTOMER Mariposa County

COMPANY: AmeriGas

SIGNATURE: [Signature]

COMPANY SIGNATURE: [Signature]

PRINT NAME: Dallin Kimble

TITLE: CER

DATE: 10/1/2017

DATE: 1-19-2018

APPROVED AS TO FORM:

[Signature]

STEVEN W. DAHLEM
COUNTY COUNSEL

SAFETY NOTICE

Separate Attachment

For your safety, propane has a strong, unpleasant odor added so that propane leaks can be detected. You and each person using or handling propane must be able to recognize the smell of propane. Ask for a **Propane Safety Brochure** or MSDS to demonstrate the smell of propane. Always take action if you smell any foul odor.

CAN YOU SMELL IT?

It may be hard for some people to smell propane for any one or more of the following reasons:

- Colds, allergies, sinus congestion or another medical condition;
- The sense of smell is reduced due to the use of tobacco, alcohol, drugs, smoke, cooking odors and other strong odors that mask the smell of propane;
- With age, the sense of smell may be less sensitive;
- If the smell of propane is present for a period of time, "odor fatigue" may occur and a person no longer smells the propane odor; or
- The smell of propane may be in an area (basement or crawl space) where it is not detected by those in other areas of the building.

A phenomenon called "odor fade" may occur, the unintended reduction in the concentration of the odor of propane. Although rare, several situations can cause odor fade:

- Air, water or rust in a propane container;
- If an underground propane leak exists, the passage of propane through some soils; or
- Propane odor may stick to inside surfaces of propane piping and distribution systems or other materials.

▲ IF YOU SMELL GAS:

- **Do Not Enter An Area Where You Suspect a Gas Leak**
- **Do Not Try to Judge for Yourself the Level of Danger of a Gas Leak: All Gas Leaks Pose a Serious Threat.**
- **No Flames or Sparks:** Put out all smoking materials and other open flames. Do not use lights, appliances, telephones, including cell phones. Flames or sparks from these can trigger an explosion.
- **Leave the Area Immediately:** Get everyone out of the building or area where you suspect gas is leaking.
- **Shut-Off the Gas:** Turn off the main gas supply valve on the propane tank if it is safe to do so. Turn the valve to the right to close.
- **Report the Leak:** From a neighbor's house or other nearby building away from the gas leak, call the Company right away. If you cannot reach the Company, call 911 or your local fire department.
- **Do Not Return to the Area or Building** until the Company or the local officials who have responded determine it is safe to do so.
- **Get Your System Checked:** Before you attempt to use any of your propane appliances, the Company or another qualified propane service technician must conduct a Leak Check.

▲ RUNNING OUT OF GAS:

DO NOT RUN OUT OF GAS, SERIOUS SAFETY HAZARDS, INCLUDING FIRE AND EXPLOSION, CAN RESULT.

- If an appliance valve or gas line is left open when the propane supply runs out, a leak could occur when the system is recharged with propane.
- Air and moisture could get inside the propane container resulting in the possibility of odor fade.
- If you run out of gas, your pilot lights will go out and can be extremely dangerous if not handled properly.
- **A Leak Check IS REQUIRED.**
- **SET-UP REGULAR FORECASTED DELIVERIES.** Check the gauge on your tank and if the fuel level drops at or near 20%, call the Company.

▲ LIGHTING PILOT LIGHTS

It is strongly recommended that a qualified propane service technician light any pilot light that has gone out.

- A pilot light that repeatedly goes out or is difficult to light may be a signal that there is a problem with the appliance or the propane system. If this occurs do not try to fix the problem yourself. Contact a qualified propane service technician to evaluate the appliance.

▲ IF YOU LIGHT A PILOT YOURSELF, YOU ARE TAKING THE RISK OF STARTING A FIRE OR AN EXPLOSION. MANY SERIOUS INJURIES OCCUR WHEN PEOPLE ATTEMPT TO LIGHT PILOT LIGHTS. PROCEED WITH GREAT CAUTION.

- Follow the manufacturers' instructions and warnings about the appliance.
- If the appliance is in a basement or closed room, thoroughly ventilate the area before lighting the pilot.
- DO NOT smoke or have any source of ignition in the area before lighting the pilot.
- **IF YOU SMELL GAS, DO NOT LIGHT THE PILOT.** Be especially alert for the smell of propane and sniff at the floor level before attempting to light the pilot. Do not try to light pilots in any area where other odors (such as musky or damp smells) may make it hard to detect the smell of a propane leak.
- DO NOT allow anyone to be in the area where you are lighting the pilot.
- DO NOT apply force or use tools on the pilot light or controls. This could damage the components and cause gas leakage.
- DO NOT attempt to let air out of the gas lines by opening a valve or fitting inside a building or enclosed space. You may release gas and not be able to smell it.
- DO NOT apply oil to a sticky knob or button on a gas control valve. It can cause the control valve to malfunction.
- DO NOT tamper with or use tools to operate gas controls.

▲ CARBON MONOXIDE: IMPROPERLY VENTED OR DEFECTIVE APPLIANCES CAN CAUSE POTENTIALLY FATAL CARBON MONOXIDE POISONING. HAVE YOUR SYSTEM PERIODICALLY INSPECTED BY A QUALIFIED SERVICE COMPANY.

▲ OTHER IMPORTANT SAFETY RULES

- DO NOT allow unqualified personnel to service your propane appliances or system.
- If any of your appliances has been flooded, shut off the gas immediately at the tank. DO NOT use the gas system until the wet or flooded appliances have been checked or serviced.
- Keep combustible products, like gasoline, kerosene or cleaners, in a separate room from propane appliances. Appliance pilot lights could ignite fumes from those combustibles.

Fit To Page

eMail Form

Print

ATTACHMENT A

PRICE OF PROPANE

Area Index

Subject to the provisions of the Propane Supply Agreement and Equipment Lease, the price for propane will be the Company's local Area Index, plus \$0.400 per gallon and any applicable taxes, fees, rates and charges.* This pricing will remain in effect from 10/01, 2017 to 10/1, 2018.

The Company's Area Index represents a blended average of the Company's total propane costs for the Company's geographic areas and supply points in which the District that serves Customer is located including, but not limited to, the cost of beginning inventories, all current propane procurement costs and freight costs. The Area Index is updated regularly to better approximate the continuously varying costs of propane resulting from various market forces. The price will also include any applicable taxes, fees, rates and charges.*

CUSTOMER

Signature: *Pay D KIL*Title: CAOPrint Name: Dallin KimbleDate: 10/1/2017Customer Number: 202707501

Contract Number: _____

COMPANY

Signature: *Kathy Hatleli*Title: CRRPrint Name: Kathy HatleliDate: 1-19-2018District Name: OakhurstDistrict Number: 7,147

*The Hazardous Material & Safety Compliance and Fuel Recovery Fees will be assessed for propane deliveries or service work performed. If Company is unable to obtain propane from its customary suppliers; experiences terminal, refinery or pipeline disruptions; allocation programs instituted by pipelines, refiners or other suppliers; or lack of or inadequate transportation facilities, the price set forth above will be adjusted during the period that this takes place to account for Company's increased expenses in obtaining or transporting propane.

APPROVED AS TO FORM:

Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

Fit To Page

eMail Form

Print

ATTACHMENT A

PRICE OF PROPANE

Area Index

Subject to the provisions of the Propane Supply Agreement and Equipment Lease, the price for propane will be the Company's local Area Index, plus \$0.400 per gallon and any applicable taxes, fees, rates and charges.* This pricing will remain in effect from 10/01, 2017 to 10/1, 2018.

The Company's Area Index represents a blended average of the Company's total propane costs for the Company's geographic areas and supply points in which the District that serves Customer is located including, but not limited to, the cost of beginning inventories, all current propane procurement costs and freight costs. The Area Index is updated regularly to better approximate the continuously varying costs of propane resulting from various market forces. The price will also include any applicable taxes, fees, rates and charges.*

CUSTOMER

Signature: *Pay DKIC*Title: *CEO*Print Name: *Dallin Kimble*Date: *10/1/2017*Customer Number: 202707524

Contract Number: _____

COMPANY

Signature: *Kathy Hatleli*Title: CRRPrint Name: Kathy HatleliDate: *1-19-2018*District Name: OakhurstDistrict Number: 7,147

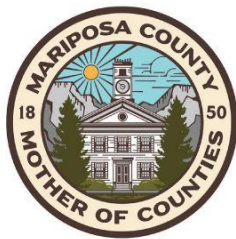
*The Hazardous Material & Safety Compliance and Fuel Recovery Fees will be assessed for propane deliveries or service work performed. If Company is unable to obtain propane from its customary suppliers; experiences terminal, refinery or pipeline disruptions; allocation programs instituted by pipelines, refiners or other suppliers; or lack of or inadequate transportation facilities, the price set forth above will be adjusted during the period that this takes place to account for Company's increased expenses in obtaining or transporting propane.

APPROVED AS TO FORM:

Steven W. Dahlem

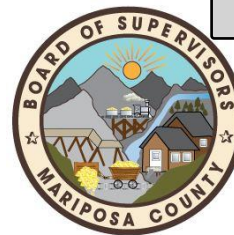
STEVEN W. DAHEM
COUNTY COUNSEL

Company Form No. CR-50 (rev. 06172013)



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.9

RESOLUTION - ACTION REQUESTED 2021-626

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement Between Mariposa County Health & Human Services and
Mariposa County Sheriff's Office

RECOMMENDATION AND JUSTIFICATION:

Approve a Purchase of Service Agreement between the Mariposa County Health & Human Services Agency (HHSA) and Mariposa County Sheriff's Office (MCSO) to establish and maintain a qualified public assistance fraud investigation unit dedicated to investigating allegations of public assistance fraud and other related crimes; and authorize the Director of HHSA and Department Head of MCSO to sign the Agreement.

HHSA will provide cost reimbursement for MCSO activities, allocating 50% of investigator's salary and benefits costs to the HHSA budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

There have been no previous actions by the Board for this item.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Non-approval of the agreement increases the difficulty in maintaining accountability for public assistance funding.

FINANCIAL IMPACT:

This Agreement has no impact to the General Fund.

ATTACHMENTS:

Sheriff Office Service Agreement - HHSA and SO signature (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

**PURCHASE OF SERVICE AGREEMENT
AND PLAN OF COOPERATION AGREEMENT BETWEEN
SHERIFF OFFICE AND HEALTH AND HUMAN SERVICES AGENCY
OF MARIPOSA COUNTY
FOR THE INVESTIGATION OF CRIMES AGAINST THE
CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS, CALFRESH AND OTHER
PUBLIC ASSISTANCE PROGRAMS**

This Agreement is entered into by and between the Mariposa County Health and Human Services Agency (HHSA), and the Mariposa County Sheriff Office (MCSO). This agreement sets forth a Purchase of Service Agreement and plan of cooperation whereby HHSA shall reimburse the MCSO for establishing and maintaining a qualified public assistance fraud investigation unit dedicated to investigate allegations of public assistance fraud and other related crimes referred to the MCSO by the HHSA and the public. In the event of a change in staffing, per State law; this agreement will be modified to reflect that change.

Article 1. Program Provisions — Sheriff Office

For the purpose of obtaining reimbursement for investigation costs pertaining to California Work Opportunity and Responsibility to Kids (CalWORKs) and the CalFresh Program (CFP); and subject to availability of funding and state authorization, investigation of fraud in other related public assistance investigations, the MCSO agrees to:

- A. Establish and maintain a qualified public assistance fraud investigation unit which dedicates an average of 20 hours per week to these investigations.
- B. Represent the County of Mariposa in communications with California Department of Social Services (CDSS) Fraud Bureau management staff, and other appropriate agencies regarding the operation of the public assistance fraud function.
- C. Continue a General Relief fraud investigation effort.
- D. Ensure that MCSO public assistance investigation staff does not wear uniforms.
- E. Abide by the provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.
- F. Maintain confidentiality of records as required by Welfare and Institutions Code (W&IC), Section 10850. The MCSO shall make staff aware of the provisions of this Statute and that violation of it is a misdemeanor.
- G. Refer to the District Attorney's office criminal and/or civil charges against the person or persons shown to have committed crimes against the CalWORKs, CFP, and other public assistance programs, through evidence presented by HHSA subject to the legal and ethical guidelines of the State Bar of California, the Uniform Crime Charging Standards of the California District Attorneys Association and the prosecutorial policies of the DA.
- H. Ensure cooperation with HHSA in establishing and maintaining a vigorous, viable program of CalWORKs, CFP, and other related public assistance fraud control.

- I. Maintain statistical records necessary to provide required reports to CDSS on a timely basis. Forward all CDSS reports to HHSA for review, coordination, and concurrence prior to submission to CDSS by HHSA.
- J. Retain all programmatic records in compliance with Federal and/or State guidelines that may be subject to audit and review for compliance by an agency of the Federal or State government involved in the administration of these programs.

Article 2. Program Provisions — HHSA

For the purpose of maintaining an effective investigation unit housed with the Sheriff Office targeting crimes against CalWORKs, CFP, and other related public assistance programs, HHSA agrees to:

- A. Provide MCSO staff with all appropriate program orientation and training necessary to conduct public assistance investigations in accordance with Federal and State regulations and County and HHSA policies.
- B. Provide MCSO staff with the information needed to conduct public assistance investigations as provided for in Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.
- C. Provide timely overpayment/over issuance computations in all cases of alleged fraud.
- D. Review all referrals received through the DA's Welfare Fraud Hot Line against information contained in the case file, attempt to resolve the referrals, and respond to the DA within the prescribed time frame.
- E. Comply with all other provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.
- F. Review and/or validate the accuracy of the Fraud Investigation Activity Report prior to its submission to CDSS by HHSA.
- G. Provide MCSO personnel with office space at HHSA district locations in accordance with County office space standards, to allow MCSO personnel to carry out their job functions.

Article 3. Fiscal Provisions

HHSA will provide cost reimbursement for MCSO activities pursuant to this agreement by way of a payroll action form allocating 50% of the investigator's salary and benefit costs to the Social Services budget.

Article 4. Mutual Responsibilities

Designate one management level person in both the HHSA and MCSO Office to serve as liaison for the implementation, operation and evaluation of this agreement.

Article 5. General Provisions

- A. The term of this agreement is from July 1, 2021 through June 30, 2022 and may be renegotiated or extended at the end of the year.. A copy of a re-negotiated or new agreement shall be sent to the CDSS Fraud Bureau.
- B. Upon one hundred and twenty (120) days written notice, either party may cancel this agreement.
- C. This agreement may be amended by mutual consent of both parties.

Article 6. Non-Discrimination

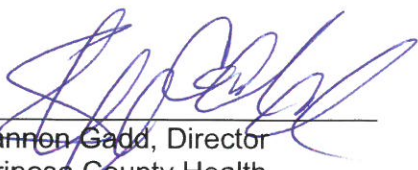
No person shall be subjected to discrimination on the grounds of race, color, national origin, age, political affiliation, religion, marital status, sex, or disability in the investigations covered by this agreement. To this extent, the MCSO agrees to comply with the provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual, which implements the provision of the applicable Federal and State civil rights laws. The MCSO shall ensure that its policies and procedures for administering this program do not have the effect of subjecting individuals to discriminatory treatment or defeating the objectives of these regulations. The MCSO shall take whatever steps are necessary to fulfill the requirements of this section.

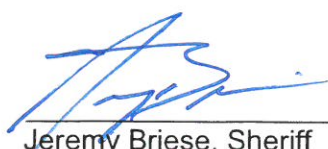
Article 7. Confidentiality Statement

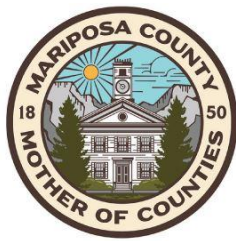
California W&IC, Section 10850, provides for the confidentiality of welfare records and prohibits their being opened for examination for any purpose not directly connected with the administration of public social services or any investigation, prosecution or criminal or civil proceeding conducted in connection with the administration of any such plans or programs. Accordingly, courts, law enforcement officials, public assistance investigators or duly-appointed DA Investigators assigned to a public assistance investigation function shall have access to public assistance case records. Information gained from such access shall be used only in promotion or support of the administration of the public assistance program administered by the County.

Agreement made and entered into on this ____ day of _____, 2021

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

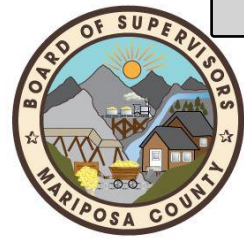

Shannon Gadd, Director
Mariposa County Health
and Human Services Agency


Jeremy Brieze, Sheriff
Mariposa County Sheriff Office



MARIPOSA COUNTY

HHS/Community Services • (209) 966-2000



D.10

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Commission on Aging Appointment

RECOMMENDATION AND JUSTIFICATION:

Appoint Christine Kleiman-Moore to the Mariposa County Commission on Aging Representing District III, with a Term Concurrent with District III Supervisor, Expiring January 2, 2023, and Appoint Dayla Reagan-Buell to the Mariposa County Commission on Aging Representing an At-Large Position, with a Term Expiration of November 16, 2025.

Ms. Kleiman-Moore and Ms. Reagan-Buell have expressed an interest in joining the Commission On Aging; both have also attended several of the commission's quarterly meetings and understand the duties and requirements of membership.

The Mariposa County Commission on Aging was established by the Mariposa County Board of Supervisors to provide a better communication arena between seniors and the community. Each supervisorial district is represented by a member from that district; there are an additional five (5) "At Large" members, bringing the total to ten (10) members.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has historically approved the request to fill vacant seats on the Commission on Aging.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

This would be a missed opportunity to fill a district and at large openings and gain better representation of Mariposa County residents regarding the scope of work completed by the Mariposa Commission on Aging.

ATTACHMENTS:

Application - Christine Kleiman-Moore Redacted (PDF)

Dayla Reagan-Buell Application Redacted (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

RECEIVED

JUL 29 2021

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:

Committee on Aging

Supervisory District in which you Reside:

3

Length of Residency in the County:

30 years

First Name:

Christine

Last Name:

Kleiman-Moore

Mailing Address:

[Redacted]

all Address:

[Redacted]

Are you Over 18 Years of Age:

Yes

Employment Status:

Retired

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

[Redacted]

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

After 31 years Savemart, my Employer, decided to eliminate my position. I'm 58 years old and need to keep busy. I'd like to Advocate for Seniors. I start HICAP training July 29th

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

1998 Elected to School board served one full term

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:

Im just getting involved and am needing to learn

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

If Yes, please explain:

Resumé
Attached:

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

Almost Always Available

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:

7/25/21

Signature

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



RECEIVED

County of Mariposa

AUG 20 2021

5100 Bullion Street

P.O. Box 784

Mariposa, CA 95338

(209) 966-3222

BOARD OF SUPERVISORS

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:

AGING

Supervisory District in which you Reside:

1

Length of Residency in the County:

6.5 yrs

First Name:

DAYLA

Last Name:

REAGAN-BUELL

INSTRUCTIONS

Completely fill out this form,
sign and return to:Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

Email Address:

[REDACTED]

Are you Over 18 Years of Age:

yes

Employment Status:

Retired

Employer's Name:

n/a

Employer's Address:

n/a

Day Telephone Number:

[REDACTED]

Cell Phone Number:

[REDACTED]

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

I am a senior interested in assisting others like myself. I am low-income and have health issues

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

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 am involved in other community activities but not on any formal County Commissions.

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:

No

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

DAYS OR EVENINGS

Do you have transportation?

Yes

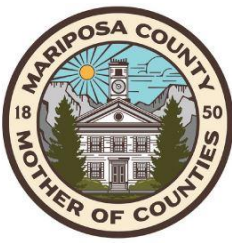
PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

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: *8/20/2021*

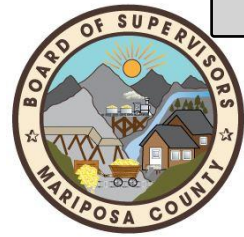
Signature: 

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



MARIPOSA COUNTY

HHS/Social Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-627

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve an Agreement with Drugtech Toxicology Services LLC

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Drugtech Toxicology Services LLC for drug and alcohol testing services for clients within the Child Welfare Services branch of Mariposa County Health and Human Services Agency (HHSA) Effective July 1, 2021; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Drugtech provides drug and alcohol testing services for clients within the Child Welfare Services branch of Mariposa County Health and Human Services Agency (HHSA). Additional services and rates for those services are attached to the agreement as Exhibit "A". This agreement is for the period of July 1, 2021 through December 1, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved a three-year agreement with Drugtech on December 17, 2019 through Resolution No. 2019-720.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the agreement; have staff find another drug and alcohol testing company, however, a negative action could result in unpaid invoices.

FINANCIAL IMPACT:

Funding is budgeted in the various affected funds.

ATTACHMENTS:

Drugtech Agreement 2022 - Wcsignature (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

Drugtech Toxicology Services, LLC

PO BOX 156

AHWAHNEE, CA 93601

Ph. 209.966.6454

800.362.0614

www.drugtech.com

drugtec@sti.net

fx. 209.966.6453

COMPANY/COLLECTIONS ONLY PROFILE

Company Name The County of Mariposa Date _____
 (Company needing the testing)

Billing Address P.O. Box 99, Mariposa, CA 95338
 (Please specify if test results need to be mailed to another address)

Company Location Health and Human Service Agency, 5362 Lemee Lane, Mariposa, CA 95338

Driving Directions (From Highway 99 or other Major Highway to Company)

Company Contacts/Authorized Personnel

Test Results-Contact **Eduardo Leanos,**
eleanos@mariposacounty.org

Phone **209 742 0893**

Cell **209 628 0342**

Alternate **Katherine Coggin**

Phone **209 742 0962**

Cell **209 658 0751**

Fax _____

Email _____

kcoggin@mariposacounty.org

Billing Contact **Sondra Meek,**
smeek@mariposacounty.org

Phone **209 742 0929**

Cell _____

Alternate **Lori Norman**

Phone **209 742 0851**

Cell _____

Fax _____

Email _____

lnorman@mariposacounty.org

Testing site - Authorized Personnel

Testing Contact **Jill Craig**

Phone **800 362 0614**

Cell _____

*Our Consortium provides a wide variety of services, which may not be listed in this contract.
 Please contact our office if you wish to inquire about our services.*

Drugtech Toxicology Services, LLC

PO BOX 156

AHWAHNEE, CA 93601

Ph. 209.966.6454	800.362.0614	www.drugtech.com	drugtec@sti.net	fx. 209.966.6453
Alternate				
Phone				
Cell				
Fax				
Email				
drugtech@sti.net				

Please feel free to contact us with any questions.

Our Consortium provides a wide variety of services, which may not be listed in this contract.
Please contact our office if you wish to inquire about our services.

Drugtech Toxicology Services, LLC

PO BOX 156

AHWAHNEE, CA 93601

Ph. 209.966.6454

800.362.0614

www.drugtech.com

drugtec@sti.net

fx. 209.966.6453

Collections Only Contract

This document constitutes an agreement between Drugtech Toxicology Services LLC, hereafter known as the Consortium and The County of Mariposa hereafter known as the Company and identifies specific responsibilities of each party.

- 1) The Consortium agrees to provide drug and alcohol testing under the following contract.
- 2) The testing for drugs will be by urine analysis. The urine will be collected by trained specimen collectors according to DOT procedures for collection and chain of custody requirements. Urine collections will be done at the work site if there are adequate facilities.
- 3) The alcohol testing will be done by breath analysis. The breath tests will be administered only by Certified Breath Alcohol Technicians AND Certified Calibration Technicians on the instruments used for testing. The instruments used will be Evidential Breath Testing instruments that are listed by the DOT approved instrument list. Breath alcohol test results will be reported on Breath Alcohol Forms for DOT and non-dot donors.
- 4) All collections will be done on our Chain of Custody unless one is provided by the donor/company. Please be advised that if the collection is done on our Chain of Custody the fee will be adjusted accordingly to include the cost to use our lab and MRO services. The company will need to provide a mailing label if using your Chain of Custody. You may send supplies to our office; we can carry to testing site.
- 5) In the event of an accident that requires Post Accident testing, testing staff will respond to the most appropriate location, such as the accident scene or hospital, and administer the required testing and collection.
- 6) The Company agrees to pay the invoice with in 10 days of receipt. A Late fee will be charged to each balance not paid in full with in 30 days of date on invoice. Unreasonable past due accounts will be sent to our collection agency, thus, ending this testing agreement.
- 7) This agreement may be terminated by either party by one party notifying the other party in writing 30 days in advance of the termination date, also, past due accounts can terminate this agreement.
- 8) Any appointment not kept or cancelled within a reasonable time (2 hr.) of the appointment, may result in a fee of \$50.00.
- 9) A wait fee will be charged after the first half hour, if the company calls and requests a wait.
- 10) Drugtech will not transport any Mariposa client or worker in a Drugtech vehicle.

*Our Consortium provides a wide variety of services, which may not be listed in this contract.
Please contact our office if you wish to inquire about our services.*

Drugtech Toxicology Services, LLC

PO BOX 156

AHWAHNEE, CA 93601

Ph. 209.966.6454

800.362.0614

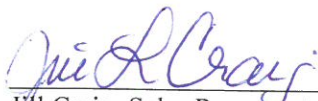
www.drugtech.com

drugtec@sti.net

fx. 209.966.6453

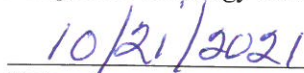
Urine Collection (your Chain of Custody) DOT or NON	\$85	Mobile and Collection Site Collections
Urine Collection (our Chain of Custody) DOT or NON	\$85	This includes Lab and MRO Services
Rapid Results	\$55	Results within 5 Minutes (only sent to lab if requested when results are Non-Negative)
Non Negative Lab and MRO confirmation	\$55	
Breath Alcohol Test (BAT) (same price your form or ours)	\$40 w/urine collection \$55 BAT only \$45 Confirmation (results .002 or higher)	DOT approved Breath Alcohol Testing Device
Emergency After Hours Call out (after 6PM)	\$200	Mobile Testing Fee only (no fee if collection site used)
Mileage fee	\$.55	Mileage fee if applicable
No Show Fee	\$50	No attempts to contact tester
Wait Fee	\$50	Per 1/2 hour/ After 1 st hour

Hair Faucal Testing \$100.00

-Mobile and Collection
Site Collections


Jill Craig, Sales Representative

Drugtech Toxicology Service LLC



Date

Marshall Long, Board of Supervisors Chair

County of Mariposa

Date

THE CONTRACT COMMENCES ON 7/1/2021 AND EXPIRES 12/1/2022 UNLESS BOTH PARTIES
AGREE TO EXTEND EACH YEAR THERE AFTER.

Our Consortium provides a wide variety of services, which may not be listed in this contract.
Please contact our office if you wish to inquire about our services.

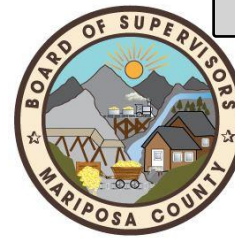
5

Attachment: Drugtech Agreement 2022 - Wcsignature (RES-2021-627 : Approve an Agreement with Drugtech Toxicology Services LLC)



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Hunger and Homelessness Awareness Week Proclamation

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Week of November 13-20, 2021, as Hunger and Homelessness Awareness Week.

Hunger and Homelessness Awareness Week is an annual program where people come together across our country to draw attention to the problems of hunger and homelessness. Participating groups spend the week holding a series of educational services, fundraising, and advocacy events. While there has been slow but steady progress over the past thirty-plus years, there are still a tremendous number of men, women, and children around the world who live in extreme poverty.

No one should have to worry about whether they will have food on their plate or a roof over their head. However, the reality is that hunger and homelessness are widespread problems that affect far too many individuals and families.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has approved proclamation requests when requested by Mariposa County departments or their community partners.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve and miss the opportunity to draw attention to this important issue.

ATTACHMENTS:

2021 HH Homelessness&Hunger Letter to the BoS(PDF)
Hunger and Homelessness Proclamation (PDF)

Agenda Item - No Resolution Requested 2021-104

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

October 29, 2021

Board of Supervisors
5100 Bullion St.
P.O. Box 784
Mariposa, CA 95338
ATT: Tracy Gauthier

RE: Proclamation for National Hunger and Homelessness Awareness Week November 13-20, 2021

Dear Board for Supervisors,

The week of November 13-20, 2021 is National Hunger and Homelessness Awareness Week and this provides an excellent opportunity for Mariposa County to demonstrate its support in addressing and ending hunger and houselessness in Mariposa County.

Mariposa Heritage House would be honored if you would sponsor an official proclamation to recognize the week of November 13th – 20th as National Hunger and Homelessness Awareness Week. Your proclamation would lend official recognition to the important work of educating the public and raising awareness on hunger and houselessness in Mariposa County and the entire nation. I have enclosed a sample proclamation which may help your office compose the appropriate proclamation for Mariposa County.

If you have any questions concerning the request, please call me at (209) 966-7770.

Thank you for your consideration,

Kathy Maxwell
Housing Navigator
Mariposa Heritage House
A Program of the Alliance for Community Transformations
(209)966-7770
KathyM@alliance4you.org

**THE MARIPOSA COUNTY BOARD OF SUPERVISORS
PROCLAIMS THE WEEK OF NOVEMBER 13-20, 2021
AS “HUNGER AND HOMELESSNESS AWARENESS WEEK”**

WHEREAS, Hunger and Homelessness Awareness Week is held each year the week before Thanksgiving; and

WHEREAS, Hunger and Homelessness Awareness Week brings awareness and educates those throughout the country on the many reasons individuals experience hunger and homelessness; and

WHEREAS, there is a shortage of affordable housing for low income residents throughout the United States, leaving many outside in harsh weather conditions; and

WHEREAS, 161,548 individuals in California were homeless on any given day in 2020, which accounts for approximately a quarter of homeless individuals in the United States without a nutritious food source or suitable living conditions and represents a 7% increase from 2019; and

WHEREAS, many Americans are living on the edge, forced to choose between basic necessities, such as purchasing food, paying rent, or going to the doctor; and

WHEREAS, there are many local organizations committed to sheltering and providing essential and supportive services as well as meals and food supplies to people experiencing hunger and homelessness including Mariposa Heritage House and Mariposa County Health and Human Services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the week of November 13-20, 2021, as “**HUNGER AND HOMELESSNESS AWARENESS WEEK**” in Mariposa County.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 16th day of November 2021, by unanimous vote.

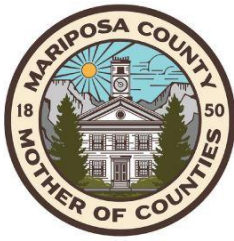
ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

TOM SWEENEY, District II Supervisor

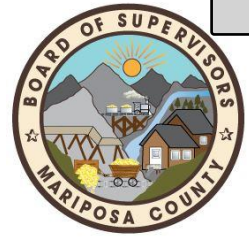
MILES MENETREY, District V Supervisor

MARSHALL LONG, District III Supervisor



MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



E.2

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Community Foundation Week Proclamation

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Week of November 12th-18th, 2021, as Community Foundation Week.
(Board Chair)

Community foundations are non-profit organizations that pool donations into grants to other organizations who help improve the lives of people in a defined area. Locally, the Mariposa Community Foundation has been a trusted partner in distributing grants for emergency relief, such as after the Detwiler Fire, as well as community enrichment grants which help to sustain or build community service.

National Community Foundation Week, which coincides with National Philanthropy Day on November 15th, was created in 1989 by former President George H.W. Bush. It recognizes the important work of community foundations throughout America, and their collaborative and innovative approaches to working with the public, private, and nonprofit sector.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has approved proclamations for this event and others in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board would miss the opportunity to highlight the importance of community foundations.

ATTACHMENTS:

Community Foundations Week Proc (PDF)
2019_Community_Foundation_Facts (PDF)

Agenda Item - No Resolution Requested 2021-105

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

*The Mariposa County Board of Supervisors
proclaims the*

Week of November 12th – 18th, 2021

as

“COMMUNITY FOUNDATION WEEK”

WHEREAS Community Foundation Week celebrates the various organizations that work together for the common good of their communities; and

WHEREAS, on November 15, 1989, President George H.W. Bush signed a proclamation to declare a week each year in November as Community Foundation Week; and

WHEREAS Community Foundations are independent public entities, run by volunteers, that steward philanthropic resources from institutional and individual donors to support local nonprofits, which helps local communities grow and offer more to their citizens; and

WHEREAS Community Foundations represent one of the fastest growing forms of philanthropy with Community Foundation Week now being celebrated nationally; and

WHEREAS there are now more than 795 Community Foundations across America that impact lives, solve problems, and improve futures by providing leadership, opportunities, and the tools needed for organizations to grow.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the week of November 12-18, 2021, as **“COMMUNITY FOUNDATION WEEK”** in Mariposa County.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 16th day of November, 2021, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

TOM SWEENEY, District II Supervisor

MARSHALL LONG, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

WHAT IS A COMMUNITY FOUNDATION?

A community foundation can be defined simply as a grantmaking public charity dedicated to improving the lives of people in a defined local geographic. Increasingly, however, larger community foundations are funding global initiatives, in addition to programs in their geographic region.

MOST COMMON PROGRAM PRIORITIES

- Education
- Children
- Human and Social Services

FACTS ABOUT COMMUNITY FOUNDATIONS

- The first community foundation was created in 1914 in Cleveland, Ohio, and operates now as the Cleveland Foundation.
- Every continent but Antarctica has a community foundation, and it is estimated that there are at least 1,000 community foundations outside of the United States and Canada.
- As of 2015, there were 795 community foundations in the United States. Indiana has the highest number of any state, with 76 community foundations.
- Total giving by community foundations in 2015 was nearly \$7 billion. Community foundations in California gave the most, with total giving by community foundations in the state totaling nearly 1.5 billion dollars.
- Nearly every type of gift, from cash to real estate to bitcoin to stock, can be donated to a community foundation.



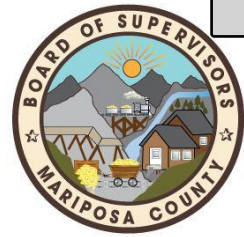
The Mariposa Community Foundation provides Community Enrichment Grants to local nonprofit organizations, distributes emergency funds during times of disaster, promotes educational opportunities for our youth, and more.

For more information, go to www.mariposacommunity.foundation



MARIPOSA COUNTY

Public Works • 209-966-2498



H.1

RESOLUTION - ACTION REQUESTED 2021-628

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Update on Emergency Repair Work on White Rock Road

RECOMMENDATION AND JUSTIFICATION:

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(c)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On October 14, 2021, an inspection occurred on a 10 ft x 10 ft box culvert located on White Rock Road approximately 0.40 miles north of the bridge across Mariposa Creek. The inspection revealed that there was extreme deterioration of the reinforced concrete structure and exposed steel throughout the concrete structure. The culvert posed a clear and imminent danger, requiring immediate action to prevent the loss or impairment of life, health, property, or essential public services.

On November 2, 2021, pursuant to Resolution 2021-606, the Board authorized an agreement with Palmer Tractor for emergency repair work on the box culvert located on White Rock Road.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not review this action and determine, by a four-fifths vote, that there is a need to continue the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

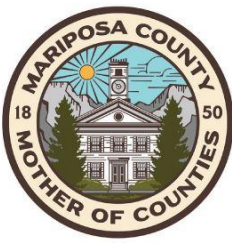
RESULT: ADOPTED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

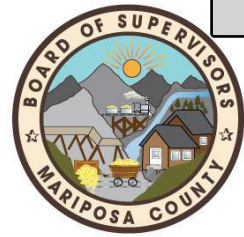
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



MARIPOSA COUNTY

Planning · 209-966-5151



H.2

RESOLUTION - ACTION REQUESTED 2021-629

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Mariposa Creek Restoration and Prescribed Fire

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution Authorizing Grant-Funded Restoration Activities to Commence in the Phase II and Phase III Segments of the Mariposa Creek Parkway, and Authorize the Board of Supervisors Chair to Sign the Air Pollution Control District (APCD) Permit Application.

In June 2020, the Planning Department submitted a pre-application to the Wildlife Conservation Board's Riparian Restoration grant program. After the success of that pre-application, the County was invited to submit a formal application, which included a variety of supporting materials such as a formal resolution. In October 2020, the Board approved the final grant application. This application was successful, and on February 25, 2021 the Wildlife Conservation Board voted to provide the Planning Department with \$415,000 to complete this project. In April 2021, the County awarded an agreement to the Sierra Foothill Conservancy to serve as the County's prime consultant for implementing this project.

Broadly, the tasks for the grant-funded work entail removing invasive species (Himalayan blackberry and tree of heaven) from the project area, revegetating with native riparian species, and installing interpretive signage/exhibits at the conclusion of the project in 3-4 years. In addition to enhancing the ecosystem function of the creek and its environs, the project will also facilitate implementation of the Phase III segment of the Mariposa Creek Parkway.

Initial implementation actions involve using hand tools to cut and pile blackberry vines on site. This activity involves no ground disturbance. Once piled, the blackberry vines will cure and dry for several days prior to being ignited by members of the Southern Sierra Miwuk Nation, with collaboration from CAL FIRE, the Tuolumne Rancheria Fire Department, and the Mariposa County Fire Department.

Future work will involve cut-and-dab applications of herbicide to eliminate tree of heaven, potential targeted burning activities, revegetation and the installation of temporary irrigation to support establishment.

REF ID# 12324

In addition to working to notify the public and surrounding property owners, the project team is collaborating with other County agencies and stakeholders to ensure a successful restoration. Other collaborators and stakeholders include MPUD, UC Cooperative Extension, Mariposa Connections, and the Mariposa County Sheriff's Office. The latter two have been involved in the removal/relocation of the encampment of people experiencing homelessness that has been located in the project area.

The APCD permit is necessary to comply with the policies of the Mariposa County Health and Human Services Agency. Prescribed burning activities will not commence until CAL FIRE has declared open burning, thus eliminating the need for a permit from that agency. The project was found to be categorically exempt from CEQA.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board and Local Transportation Commission (LTC) have taken a number of actions related to establishing the Mariposa Creek Parkway and restoring environmental conditions within the project alignment, including:

Award Agreement to Sierra Foothill Conservancy for Mariposa Creek Parkway Restoration: RES No. 2021-172
 Mariposa Creek Parkway/WCB Riparian Restoration Grant Application: RES No. 2020-600
 Pollinator Habitat Enhancement: RES No. 2020-18
 Mariposa Creek Parkway Master Plan Adoption: LTC No. 2020-3
 Noxious Weed Grant Program: RES No. 2019-20

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action would result in an inability to fulfill the terms of the grant agreement between Mariposa County and the Wildlife Conservation Board.

ATTACHMENTS:

211102 Restoration Activities Approval Formal Resolution (PDF)
211102 Project Area_Map (PDF)
211102 APCD Burning Permit App (PDF)
PUBLIC INPUT Letter from Tara Fouch-Moore Southern Sierra Miwuk Nation (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS**

**Resolution No. 21-___ A RESOLUTION AUTHORIZING GRANT-FUNDED
RESTORATION ACTIVITIES TO COMMENCE IN
THE PHASE II AND PHASE III SEGMENTS OF
THE MARIPOSA CREEK PARKWAY, AND
DIRECTING THE CHAIR TO SIGN THE AIR
POLLUTION CONTROL DISTRICT PERMIT
APPLICATION**

WHEREAS, funds were made available to the Wildlife Conservation Board to protect, preserve, and restore riparian habitats throughout California; and

WHEREAS, Mariposa County applied for and received \$415,000 of those funds to support environmental restoration tasks associated with implementation of the Mariposa Creek Parkway as captured in the Mariposa Creek Parkway Master Plan; and

WHEREAS, the project area for these activities, which entail invasive species removal, native plant revegetation, and installation of interpretive signage and exhibits, is the Phase II and Phase III segments of the Mariposa Creek Parkway, which is owned by the County; and

WHEREAS, Mariposa County has hired the Sierra Foothill Conservancy to serve as the County's prime consultant for implementing these activities; and

WHEREAS, the project team also includes the Southern Sierra Miwuk Nation tribal council, CAL FIRE, Mariposa County Fire, and other collaborators and stakeholders with the needed skillsets and capacity to ensure an effective restoration; and

WHEREAS, the project necessitates a permit from the Mariposa County Air Pollution Control District.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby:

1. AUTHORIZE implementation of environmental restoration activities on the Phase II and Phase III segments of the Mariposa Creek Parkway; and

Board of Supervisors Resolution No. 2021-____; November 16, 2021

Page 2

2. DIRECT the Board Chair to sign the Air Pollution Control District permit application needed for the project.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 16th day of November 2021 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

Marshall Long, Chair
Board of Supervisors

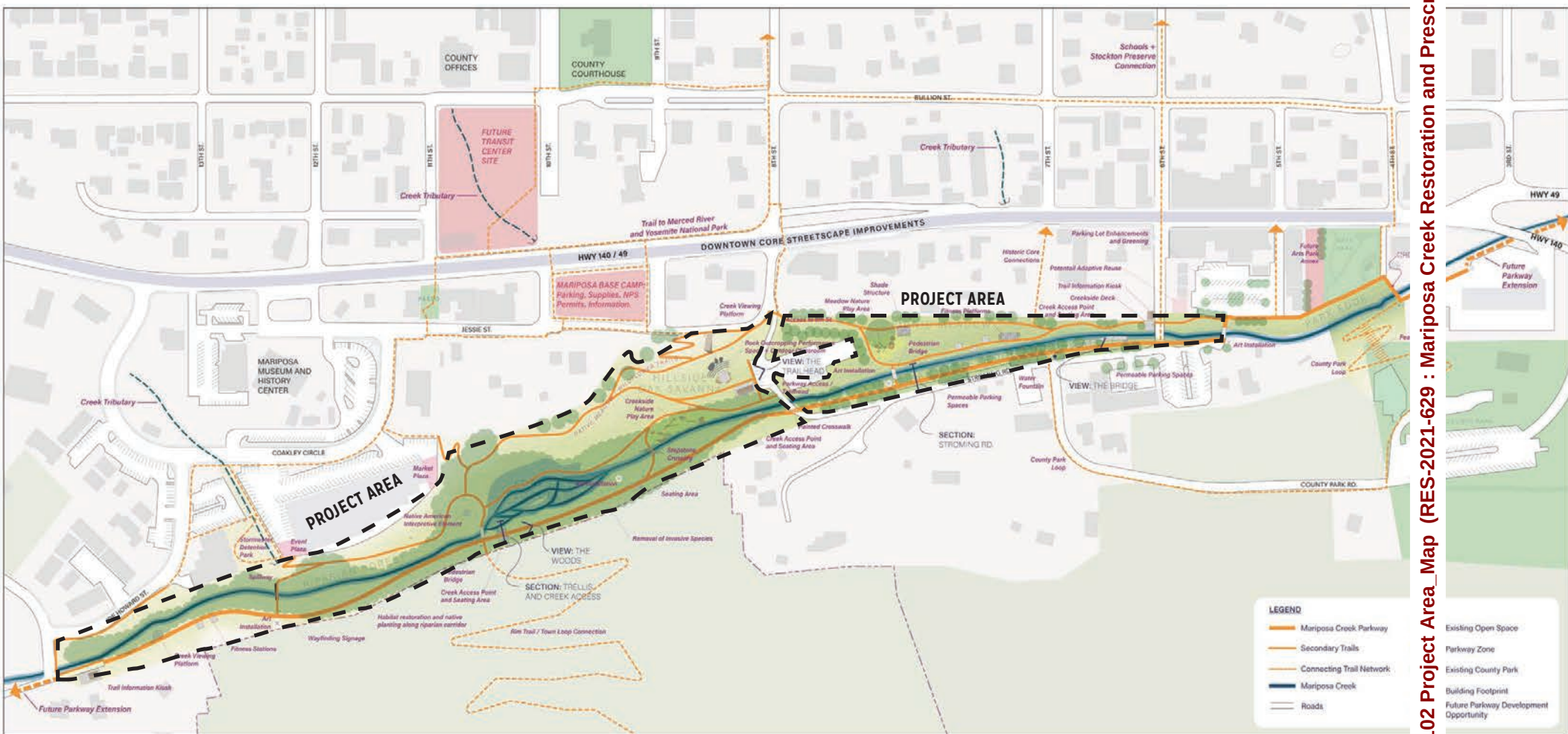
ATTEST:

René LaRoche, Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

MARIPOSA CREEK PARKWAY // SITE



THE MARIPOSA CREEK PARKWAY MASTER PLAN EXPRESSES COMMUNITY CONSENSUS FOR A RESTORED, ACCESSIBLE MARIPOSA CREEK CORRIDOR THROUGH THE TOWN OF MARIPOSA. RELYING ON TRADITIONAL ECOLOGICAL KNOWLEDGE AND PRINCIPLES TO ACHIEVE THE PROJECT'S RESTORATION OBJECTIVES BOTH ENHANCES THE CORRIDOR'S ECOLOGICAL CHARACTER, WHILE ALIGNING WITH THE PROJECT'S EMPHASIS ON EQUITABLE STORYTELLING AND COMMUNITY REPRESENTATION.

NOT VALID UNTIL CALFIRE ALLOWS BURNING**AIR POLLUTION CONTROL DISTRICT****BURNING PERMIT**

**24-Hour Burn Day
Information Line:
(209) 966-1200**

 5100 Bullion St
P.O. Box
Mariposa, CA 95338-001

 (209) 966-2220
FAX (209) 966-8220
e-mail: air@mariposacounty.org
Permit valid for the Current Burn Season:**STARTING and ENDING dates determined by the California Department of Forestry and Fire Prevention**
 Permit Holder: Mariposa County Board of Supervisors Telephone #: 209.966.3222

 Contact Person: Sarah Williams Telephone #: 209.966.5151

 Mailing Address: 5100 Bullion Street

 Location of Burn Site: Mariposa Creek Parkway, between 6th Street and Joe Howard Street

 Email Address: swilliams@mariposacounty.org

 Distance to Nearest Neighbor: approx. 200'
TYPE OF BURN:

- ☐ Hazard Reduction
☐ Land Development Clearing
☐ Agriculture
☐ Rangeland/Wildland
☐ Forest Management
☒ Ditch & Road Maintenance
☐ Fire Suppression Training

Material Type: brush
☐ Acres ☐ Tons ☒ Piles
Amount of Vegetation: 20 pilesSite Inspection Required: ☐ Yes ☒ No

Date: _____ Inspector: _____

- ☒ Permittee is required to report vegetation type & quantity prior to ignition: (209) 966-2220.
 Call the District Friday for Sat-Sun authorizations.

 Permit Conditions attached: ☐ Yes ☒ No Type of Conditions: _____

 Burn Permit Conditions have been reviewed by permittee: ☒ Yes ☐ No Initials: SW

Additional Conditions: Call 209-966-1200 or 888-440-2876 for burn day info. Piles must be fully consumed on day lit. Call 209-966-2220 for ignition approval on piles that will take more than one day to burn.

This Permit may be revoked or suspended for violation of any condition of this permit or when it is necessary for public safety. The permittee must comply with all Fire protection agency laws, rules and regulations. A violation of District rules and regulations is a misdemeanor and can subject the permit holder to monetary penalties.

 Permittee Signature: _____ Permit Issued by: Dave Conway
ONLY CLEAN, DRY VEGETATION CAN BE BURNED



**AMERICAN INDIAN COUNCIL
OF MARIPOSA COUNTY**

SOUTHERN SIERRA MIWUK NATION
P.O. Box 186 · Mariposa, California 95338
SouthernSierraMiwukNation.org

Chairperson
Sandra Chapman

Vice Chairperson
Gary E. Harlow

Secretary
Tara Fouch-Moore

Treasurer
Michelle Boswell

Director At Large
Acacia Coats

November 15, 2021

Mariposa County Board of Supervisors
board-clerk@mariposacounty.org

RE: 11/16/2021 BoS Meeting – Regular Agenda Item #2

Dear Mariposa County Board of Supervisors,

The Southern Sierra Miwuk Nation would like to state our full support for the commencement of grant-funded restoration work in the Mariposa Creek, as well as the authorization of an Air Pollution Control District (APCD) Permit Application.

The Mariposa Creek Restoration Project is a project very dear to our tribe. The Mariposa Creek has been an important cultural asset to our people since time immemorial and it's tragic to see it in its current state. The removal of the invasive Himalayan Blackberry and Tree of Heaven will allow the native plants to once again thrive in that landscape, which in turn will encourage the prosperity of the wildlife.

Also of great importance to our tribe is the nourishment of those many plants in the creek that are crucial to our people's lifeways and ceremonies. The careful application of fire in the creek corridor will benefit the removal of the invasive species as well as the fire-adapted ecosystem.

Please move forward with the authorization of these agenda items.

Thank you,

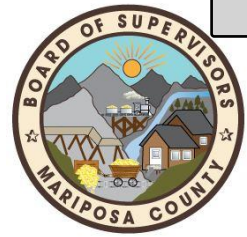
Tara Fouch-Moore
Tribal Secretary
Southern Sierra Miwuk Nation
American Indian Council of Mariposa County

4630 Ben Hur Road · P.O. Box 186 · Mariposa, Ca. 95338
209-742-2244 · 209- 742-2233 FAX
Email: ssmiwuknation@gmail.com



MARIPOSA COUNTY

HHS/Social Services • (209) 966-2000



H.3

RESOLUTION - ACTION REQUESTED 2021-630

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Acceptance of HomeSafe Program Funding Conditions

RECOMMENDATION AND JUSTIFICATION:

Approve the Certification Instructions and Funding Conditions to Accept \$250,000.00 for the Home Safe Program through the California Department of Social Services; and Authorize the Health and Human Services Agency Director to Sign the Certification Instruction and Funding Conditions.

Mariposa County has received the Home Safe allocation since 2018 and has provided housing-related services to older adults and adults with disabilities involved in Adult Protective Services. This year, in accordance with All County Welfare Director's Letter title "Notice of Funding for the Home Safe Program," the California Department of Social Services is requesting a Director's Certification and signature to receive the allocation.

Home Safe supports the safety and housing stability of seniors and adults with disabilities served by Adult Protective Services who are experiencing or at risk of homelessness. In Fiscal Year 20/21, Mariposa County Health and Human Services Agency helped 16 older adults and adults with disabilities maintain safe housing and avoid homelessness.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This is a new Board item as the California Department of Social Services is now requesting the signature of the Mariposa County Health and Human Services Agency Director.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved, Mariposa County will not be able to continue participation in the Home Safe program which provides necessary funding to ensure older and dependent adults involved in the Adult Protective Services system can safely remain in their homes.

ATTACHMENTS:

HomeSafe 2022 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

ATTACHMENT SIX: INFORMATION ON ESTABLISHING REGIONAL PROGRAMS

Grantees have the option to establish a regional Home Safe program. Counties and tribes in rural communities, communities with a regional CoC, grantees with regional HHAP awards, or neighboring tribal communities may benefit from a regional Home Safe. CDSS especially encourages partnerships between counties and tribes, or neighboring tribal grantees.

Regional programs rely on a shared administrative structure or program functions which can create more staffing and resource efficiency in communities with smaller caseloads that may not warrant a full-time program case manager, or in areas where hiring is challenging. Similarly, regions already served by a regional housing providers or organizations could benefit from a coordinated approach to partnering with these organizations to serve clients across a geographic region.

I. Regional Funding Availability

The amount available for regional programs is equal to the sum of the allocation of each participating county or tribe (as specified in Attachment Four). In addition to the Noncompetitive Allocation and/or proposed Tribal Home Safe allocation, CDSS will provide an additional \$150,000 to support and encourage regional programming.

II. Regional Program Agreement, Acceptance of Funds and Regional Director's Certification

Groups of counties and/or tribes interested in forming a **regional** Home Safe should contact CDSS housing@dss.ca.gov as soon as possible. CDSS will set up an initial conversation to discuss and work through potential program design models and ensure that the participating counties/tribes are in agreement with the requirements of Home Safe and the regional partnership. Once an agreement has been made, CDSS will provide the participating counties and/or tribes a Regional Director's Certification, in which participating counties and tribes can certify acknowledgement of program funding terms and requirements. Regional Director's Certifications, signed by all participating counties and tribes, **must be submitted by Friday December 3, 2021.**

III. Considerations

When discussing a potential regional structure, counties and tribes should consider the following questions:

- What is the combined estimate of Home Safe-eligible individuals and families in these communities? How many will require preventative services and homelessness assistance?
- How might housing needs differ in each of the participating communities?

ATTACHMENT FIVE: FY 2021-22 HOME SAFE DIRECTOR'S CERTIFICATION

Complete all of the following:

- i. Estimated number of individuals **experiencing homelessness** to receive Home Safe services: 8
- ii. Estimated number of individuals **at risk of homelessness** to receive Home Safe homelessness prevention services: 8
- iii. Estimated **TOTAL** number of individuals to serve in Home Safe: 16

III. SECTION THREE: COLLABORATION AND DIRECTOR'S CERTIFICATION OF FUNDING TERMS *(All grantees complete Section a and b below)*

Collaboration: Home Safe grantees must inform the local housing, homelessness, health, and social service networks of the following information:

- Allocation made available to the grantee;
- Final award amount accepted by grantee;
- Home Safe program benefits and eligibility (e.g., Attachment One); and,
- Home Safe program requirements as it relates to collaboration with the Continuum of Care (CoC), CES, and HMIS (e.g., Attachment One).

Relevant agencies and organizations may include the CoC, housing agencies of incorporated cities, health services, behavioral health agencies, public housing authorities, tribal agencies, emergency response, legal aid, aging departments and councils, and any other local partners that will be key to local collaboration.

- ☒ **A copy of the letter(s) or comparable material sent to relevant partner agencies within the community and list of recipients is attached.** The county understands that this is a requirement to accept the Noncompetitive Allocation.

Conditions of Funding

I, County Welfare Director of [insert name of county], certify that I will:

- 1) Operate a Home Safe consistent with relevant laws, regulations, program guidance, and evidence-based practices, including but not limited to:
 - a) WIC Sections 5770-15771
 - b) All County Letters or similar instruction, including ACWDL dated October 22, 2018
 - c) Housing First requirements as enumerated in WIC Section 8255 and further outlined in ACL 19-114
 - d) Evidence-based practices in homeless assistance and homeless prevention

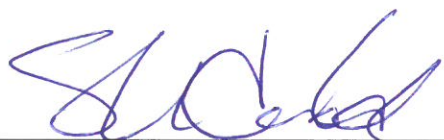
ATTACHMENT FIVE: FY 2021-22 HOME SAFE DIRECTOR'S CERTIFICATION

- 2) Actively collaborate with local, state, and federal housing, homelessness and health systems in order to make best use of available funding and link clients to necessary services. I understand that information on these collaborations will be requested within program updates. These collaborating entities may include but are not limited to:
 - a) Continuums of Care and Coordinated Entry Systems
 - b) Behavioral health systems
 - c) Medical institutions and emergency response systems
 - d) Housing authorities
 - e) Public benefit agencies
 - f) Legal aid providers
- 3) Collect, track, report and measure relevant program outcomes and engage in continuous data quality improvement, such as:
 - a) Enter clients into HMIS.
 - b) Submit Home Safe related program reports, including but not limited to the HSAPS 19, as specified by CDSS through an ACL or similar instruction.
 - c) Participate in formal evaluation efforts which may include executing data sharing agreements with the HMIS administrator.
 - d) Set program targets and milestones and report to CDSS on progress at least annually or upon request from CDSS.
- 4) Engage in training, technical assistance, and continuous quality improvement, including but not limited to:
 - a) Program leads attend meetings and trainings required by CDSS.
 - b) Respond to requests for program amendments in order to comply with applicable laws and guidance, as determined by CDSS.
 - c) Actively engage with technical assistance providers, including those contracted by CDSS, to support program growth, expansion, and improvement by attending meetings and trainings and contributing to technical assistance efforts, such as process mapping, program design, and case conferencing exercises.
- 5) Respond to requests for program progress reports, updates, expenditure information, including amount spent on prevention services, administrative costs, direct services and financial assistance, or program assessments as requested by CDSS, including but not limited to:
 - a) For new grantees, implementation updates related to program ramp up at least every six months and then annually, after program implementation and until awarded amount is fully spent.
 - b) For existing grantees, annual implementation updates in accordance with a schedule as determined by CDSS.
 - c) For new and existing grantees, submit more frequent program updates if determined necessary by CDSS due to program performance.

ATTACHMENT FIVE: FY 2021-22 HOME SAFE DIRECTOR'S CERTIFICATION

- 6) Maximize spending on direct financial assistance and minimize administrative costs in order to ensure that all Home Safe participants are provided housing assistance.
- 7) Utilize Emergency Rental Assistance Program/California COVID-19 Rent Relief before Home Safe to pay for rental backpay, when applicable.
- 8) Notify CDSS in writing at least 30 days in advance of any temporary or permanent interruption or end to Home Safe services and operations for any reason, including fully spending the given allocation.
- 9) CDSS reserves the right to reallocate Home Safe funds should a grantee be out of compliance with applicable laws or guidance issued by CDSS and if CDSS determines it is appropriate or necessary to maximize program impact throughout the state.

I **[Insert Director Name]** certify that **[Insert County Name]** will administer the Home Safe pursuant to the terms outlined above and understand this is a condition of receiving Home Safe funds. The information completed within the form and attached are true and correct.



County Welfare Director Signature

Date

ATTACHMENT FIVE: FY 2021-22 HOME SAFE DIRECTOR'S CERTIFICATION

IV. SECTION FOUR: DECLINING FUNDS *(Only counties wishing to decline noncompetitive funds are asked to complete this section.)*

Declining Funds – Only complete if the county DOES NOT wish to accept any of the Noncompetitive Allocation outlined in Attachment Four.

Counties and tribes that do not wish to accept the Noncompetitive Allocation outlined in Attachment Four are asked to notify CDSS by completing and signing the section immediately below and returning it to housing@dss.ca.gov as soon as possible but no later than **Friday December 3, 2021**. CDSS will consider the funds declined if no response is provided to CDSS by the county or tribe by **Friday December 3, 2021**. Note: counties and tribes accepting funds should not complete this section.

To decline the funds, check the box below and complete the name and signature of the County Welfare Director:

☐ Decline the entire amount of Home Safe Noncompetitive Allocation available to county.

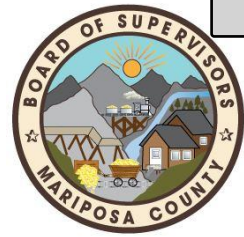
County Welfare Director Signature

Date



MARIPOSA COUNTY

HHS/Social Services • (209) 966-2000



H.4

RESOLUTION - ACTION REQUESTED 2021-631

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Acceptance of the Housing and Disability Advocacy and Prevention Program Funding Conditions

RECOMMENDATION AND JUSTIFICATION:

Approve the Certification Instructions and Funding Conditions to Accept \$250,000.00 for the Housing and Disability Advocacy and Prevention (HDAP) Program through The California Department of Social Services; and Authorize the Health and Human Services Agency Director to Sign the Certification Instructions and Funding Conditions.

Mariposa County has received the HDAP allocations since 2016 and has provided housing-related services to adult individuals. This year, in accordance with All County Welfare Director's Letter titled "Notice of Funding for the Housing and Disability Advocacy Program," the California Department of Social Services is requesting a Director's Certification and signature to receive the allocation.

HDAP provides housing supports and disability benefit application assistance and advocacy to people likely eligible for disability benefits and experiencing or at-risk of homelessness.

HDAP requirements have changed substantially for Fiscal Year 21/22, including removing the county required match, expanding the criteria for services, and including opportunities for competitive allocations. In Fiscal Year 20/21, eleven (11) individuals were served through HDAP. With the expansion of eligibility criteria and the removal of the county match, it is expected the number of families and individuals served by the program will increase.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This is a new Board item as the California Department of Social Services is now requesting the signature of the Mariposa County Health and Human Services Agency Director.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved, Mariposa County will not be able to continue participation in the Housing and Disability Prevention Program which provides necessary funding to ensure individuals experiencing or at-risk of homelessness have

REF ID# 12318

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stable, safe housing. Further, this program provides disability advocacy and support to link individuals to various disability benefits.

ATTACHMENTS:
HDAP (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

ATTACHMENT FIVE: DIRECTOR'S CERTIFICATION INSTRUCTIONS AND FUNDING CONDITIONS

County Welfare Directors and Tribal Administrators wishing to accept the funds made available to their county or tribe as listed in Attachment Four shall complete and return this Director's Certification to housing@dss.ca.gov by **Friday, December 3, 2021**.

Counties and tribes interested in establishing regional programs should refer to Attachment Six for additional information.

By accepting these funds and signing the certification below, the County Welfare Director or Tribal Administrator agrees to the funding terms and conditions outlined within this letter.

I. Section One: Contact Information *(All grantees complete section a through c below):*

- a) Name of County/Tribe: Mariposa County Health and Human Services Agency
- b) Name of contact person and title: Julianne Sims
- c) Contact information (phone and email): (209) 742-0889; jsims@mariposacounty.

II. Section Two: Funding Amount and Program Targets *(All grantees complete section a through e below)*

Noncompetitive Allocation: A county or tribe may accept the full amount identified within Attachment Four or a portion of these funds. *Select one of the following:*

The county and/or tribe hereby:

- ☒ Accepts the total allocation amount as listed in Attachment Four (insert amount below to confirm)
- ☐ Accepts only a portion of the allocation amount as listed in Attachment Four, as specified below.

Noncompetitive Allocation Amount accepted: \$250,000.00

[Amount county/tribe is accepting]

Targeted Strategic Investments: A county or tribe may request Targeted Strategic Investments (as described in Attachment Seven) at the time they submit the Director's Certification or at a later date, but no later than **Friday, December 3, 2021**. The information submitted below will be used for CDSS planning purposes; Targeted Strategic Investment requests will be reviewed and responses provided by CDSS under separate cover.

ATTACHMENT FIVE: DIRECTOR'S CERTIFICATION INSTRUCTIONS AND FUNDING CONDITIONS

Select one of the following:

- ☒ County or tribe is requesting HDAP Targeted Strategic Investments alongside this Director's Certification submission.
- ☐ County or tribe intends to apply for HDAP Targeted Strategic Investments, but the request is not included in this Director's Certification submission. The county or tribe understands that the Targeted Strategic Investment requests will be reviewed and awarded on a first come first served basis and applications must be submitted no later than **Friday, December 3, 2021**.
- ☐ County or tribe is undecided or does not intend to submit a Targeted Strategic Investments request. The county or tribe understands they may submit a request at a later date, no later than **Friday, December 3, 2021**.

Expected Clients to Serve: Grantees should assess community need, program capacity, and available resources to estimate the total number of new and continuing HDAP participants expected to be served between July 1, 2021 and June 30, 2024 with the funds accepted through the Noncompetitive Allocation above. These targets should not include any additional clients that may be served as a result of HDAP Targeted Strategic Investments. Grantees should estimate the expected number of clients served to the best of their ability. However, these projections are for the purposes of initial program scoping and CDSS expects that grantees will refine these numbers at a later date.

Complete all of the following:

- i. Estimated number of individuals **experiencing homelessness** to receive HDAP services: 5
- ii. Estimated number of individuals **at risk of homelessness** to receive HDAP homelessness prevention services: 6
- iii. Estimated **TOTAL** number of individuals to serve in HDAP: 11

III. Section Three: Collaboration and Director's Certification of Funding Terms (All grantees complete section a and b below)

Collaboration: HDAP grantees must inform the local housing, homelessness, health, benefit advocacy, and social service networks of the following information:

- Allocation made available to the grantee
- Final award amount accepted by grantee
- HDAP program benefits and eligibility (e.g., Attachment One)
- HDAP program requirements as it relates to collaboration with the CoC, CES, and HMIS (e.g., Attachment One)

ATTACHMENT FIVE: DIRECTOR'S CERTIFICATION INSTRUCTIONS AND FUNDING CONDITIONS

Relevant agencies and organizations may include the Continuum of Care (CoC), housing agencies of incorporated cities, health services, behavioral health agencies, public housing authorities, tribal agencies, advocates for clients, emergency response, legal aid, family resource networks, local First 5's, and any other local partners that will be key to local collaboration.

- ☒ **A copy of the letter(s) sent to relevant partner agencies within the community and list of recipients is attached.** The county or tribe understands that this is a requirement to accept the Noncompetitive Allocation.

Conditions of Funding

I, County Welfare Director or Tribal Agency Director of Mariposa County HHSA, certify that I will: [insert name of county/tribe]

- 1) Operate an HDAP consistent with relevant laws, regulations, program guidance, and evidence-based practices, including but not limited to:
 - a) Welfare and Institutions Code (WIC) Sections 18999-18999.6
 - b) All County Letters or similar instruction, including ACL 19-104 and ACWDL dated August 10, 2020
 - c) Housing First requirements as enumerated in WIC Section 8255 and further outlined in ACL 19-114
 - d) Evidence-based practices in homeless assistance and homeless prevention
 - e) Benefits advocacy guidelines issued by HDAP program guidance and the duties of Authorized Representatives issued by the Social Security Administration, including Rules of Conduct and standards of responsibility for representatives, section 404.1740 and section 416.1540
- 2) Actively collaborate with local, state, and federal housing, homelessness and health systems in order to make best use of available funding and link clients to necessary services. I understand that information on these collaborations will be requested within program updates. These collaborating entities may include but are not limited to:
 - a) Continuums of Care and Coordinated Entry Systems
 - b) Behavioral health systems
 - c) Medical institutions and emergency response systems
 - d) Housing authorities
 - e) Public benefit agencies
 - f) Legal aid and benefit advocacy providers

ATTACHMENT FIVE: DIRECTOR'S CERTIFICATION INSTRUCTIONS AND FUNDING CONDITIONS

- 3) Collect, track, report and measure relevant program outcomes and engage in continuous data quality improvement, such as:
 - a) Enter clients into HMIS.
 - b) Submit HDAP related program reports, including but not limited to the HDAP PII, as specified by CDSS through an ACL or similar instruction.
 - c) Participate in formal evaluation efforts which may include executing data sharing agreements with the HMIS administrator.
 - d) Set program targets and milestones and report to CDSS on progress at least annually or upon request from CDSS.
- 4) Engage in training, technical assistance, and continuous quality improvement, including but not limited to:
 - a) Program leads attend meetings and trainings required by CDSS.
 - b) Respond to requests for program amendments in order to comply consistent with applicable laws and guidance, as determined by CDSS.
 - c) Actively engage with technical assistance providers, including those contracted by CDSS, to support program growth, expansion, and improvement by attending meetings and trainings and contributing to technical assistance efforts, such as process mapping, program design, and case conferencing exercises.
- 5) Respond to requests for program progress reports, updates, expenditure information, including amount spent on prevention services, administrative costs, direct services and financial assistance, or program assessments as requested by CDSS, including but not limited to:
 - a) For new grantees, implementation updates related to program ramp up at least every six months and then annually, after program implementation and until awarded amount is fully spent.
 - b) For existing grantees, annual implementation updates in accordance with a schedule as determined by CDSS.
 - c) For new and existing grantees, submit more frequent program updates if determined necessary by CDSS due to program performance.
- 6) Maximize spending on direct financial assistance and minimize administrative costs in order to ensure that all HDAP participants are provided housing assistance and benefits advocacy.
- 7) Utilize Emergency Rental Assistance Program/California COVID-19 Rent Relief before HDAP to pay for rental backpay, when applicable.
- 8) Notify CDSS in writing at least 30 days in advance of any temporary or permanent interruption or end to HDAP services and operations for any reason, including fully spending the given allocation.

ATTACHMENT FIVE: DIRECTOR'S CERTIFICATION INSTRUCTIONS AND FUNDING CONDITIONS

- 9) CDSS reserves the right to reallocate HDAP funds should a grantee be out of compliance with applicable laws or guidance issued by CDSS and if CDSS determines it is appropriate or necessary to maximize program impact throughout the state.

I Shannon Gadd certify that Mariposa County HHSA will administer the
 [insert Directors name] [insert County or Tribal name]

HDAP pursuant to the terms outlined above and understand this is a condition of receiving HDAP funds. The information completed within the form and attached are true and correct.

County Welfare Director Signature/
Tribal Administrator Signature

Date

IV. **Section Four: Declining Funds** *(Only counties and tribes wishing to decline noncompetitive funds are asked to complete this section.)*

Declining Funds – Only complete if the county or tribe DOES NOT wish to accept the Noncompetitive Allocation outlined in Attachment Four.

Counties and tribes that do not wish to accept the Noncompetitive Allocation outlined in Attachment Four are asked to notify CDSS by completing and signing the section immediately below and returning it to housing@dss.ca.gov as soon as possible but no later than **Friday, December 3, 2021**. CDSS will consider the funds declined if no response is provided to CDSS by the county or tribe by **Friday, December 3, 2021**.
Note: counties and tribes accepting funds should not complete this section.

To decline the funds, check the box below and complete the name and signature of the County Welfare Director/Tribal Administrator.

- ☐ Decline the entire amount of HDAP Noncompetitive Allocation available to county/tribe.

County Welfare Director Signature/
Tribal Administrator Signature

Date

ATTACHMENT FIVE: FY 2021-22 HOME SAFE DIRECTOR'S CERTIFICATION

County Welfare Directors wishing to accept the funds made available to their county as listed in Attachment Four shall complete and return this Director's Certification to housing@dss.ca.gov by **Friday December 3, 2021**. Counties and tribes interested in establishing regional programs should refer to Attachment Six for additional information.

By accepting these funds and signing the certification below, the County Welfare Director agrees to the funding terms and conditions outlined within this letter.

I. SECTION ONE: CONTACT INFORMATION (All grantees complete section a through c below):

- a) Name of County: Mariposa County Health & Human Services Agency
- b) Name of contact person and title: Julianne Sims, Division Director, Human Services
- c) Contact information (phone and email):
(209) 742-0889, jsims@mariposacounty.org

II. SECTION TWO: FUNDING AMOUNT AND PROGRAM TARGETS (All grantees complete Section a through e below)

Noncompetitive Allocation: A county may accept the full amount identified within Attachment Four or a portion of these funds. Select one of the following:

The county hereby:

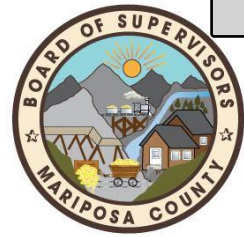
- ☒ Accepts the total allocation amount as listed in Attachment Four
- Confirm the amount accepted: \$ 250,000.00
- ☒ Accepts the total allocation amount as listed in Attachment Four AND accept additional funds (if available) beyond current allocation level
- ☒ Accept any amount of additional funds (no limit)
 - Accept additional funds for a total of up to: \$ _____
- ☐ Accepts only a portion of the allocation amount as listed in Attachment Four.
- Specify amount accepted: \$ _____

Expected Clients to Serve: Grantees should assess community need, program capacity, and available resources to estimate the total unduplicated number of new and continuing Home Safe participants expected to be served between July 1, 2021 and June 30, 2024 with the funds accepted through the Noncompetitive Allocation above. Grantees should estimate the expected number of clients served to the best of their ability. However, these projections are for the purposes of initial program scoping and CDSS expects that grantees will refine these numbers at a later date.



MARIPOSA COUNTY

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H.5

RESOLUTION - ACTION REQUESTED 2021-632

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Apply for the Housing and Disability Advocacy and Prevention (HDAP) Program

RECOMMENDATION AND JUSTIFICATION:

Authorize the Mariposa County Health and Human Services Agency to Apply for the Housing and Disability Advocacy and Prevention (HDAP) Program through The California Department of Social Services, Targeted Strategic Investment Competitive Allocation.

Mariposa County has received the HDAP allocations since 2016 and has provided housing-related services to adult individuals. This year, in accordance with All County Welfare Director's Letter titled "Notice of Funding for the Housing and Disability Advocacy Program," the California Department of Social Services is offering a competitive allocation application for County-specific activities.

HDAP provides housing supports and disability benefit application assistance and advocacy to people likely eligible for disability benefits and experiencing or at-risk of homelessness.

The Targeted Strategic Investment is a competitive allocation offered through the HDAP Program. Mariposa County Health and Human Services Agency proposes offering forgivable loans to homeowner's willing to build/rehabilitate Accessory Dwelling Units and rent to HDAP eligible individuals/families. There is a 1:1 County match, and Mariposa County Health and Human Services Agency will match this utilizing Social Services Realignment dollars. There is no impact to the General Fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors does not have prior experience with California Department of Social Services for Targeted Strategic Investment Competitive Allocation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Targeted Strategic Investment Allocation is not approved, Mariposa County will not be able to access competitive funds and miss an opportunity to assist homeowners in the community while also increasing low-income housing inventory.

REF ID# 12345

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ATTACHMENTS:**Targeted Strategic Investments v2 - Nov 4 2021 (PDF)****RESULT: ADOPTED [UNANIMOUS]****MOVER:** Rosemarie Smallcombe, District I Supervisor**SECONDER:** Tom Sweeney, District II Supervisor**AYES:** Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe**EXCUSED:** Miles Menetrey

Application for FY 2021-22 HDAP Targeted Strategic Investments

Mariposa County Health and Human Services

Total amount of HDAP Targeted Strategic Investments requested: \$200,000

Other: Forgivable Loans for Accessory Dwelling Units (ADU's)/Junior Accessory Dwelling Units (JADU's)

Proposal Narrative

Description of Use

Mariposa County's Housing Element and Mariposa County Health and Human Services Agency (MCHHSA) Strategic Plan on Homelessness both highlight the need for increased inventory of very-low and low-income housing. Current rental housing stock is limited with much being utilized as short-term vacation rentals. Further, the Mariposa County Housing Element identified that 26% of Mariposans live within very low or extremely low incomes; with an additional 18.1% of Mariposans broadly identified as disabled in the County. Given this need for increased inventory of affordable housing, MCHHSA intends to utilize the Targeted Strategic Investment funds to engage homeowners with forgivable loans to build or rehabilitate Accessory Dwelling Units (ADU's) and Junior Accessory Dwelling Units (JADU's). This will address the limited low-income housing inventory in Mariposa County by providing financial incentives to homeowners who build or rehabilitate ADU's/JADU's and rent to Housing and Disability Advocacy Program (HDAP) referred individuals or families. Rural communities have struggled with the implementation of various housing measures the past few years due to lack of infrastructure, lack of low-income housing stock, and housing initiatives that have been designed for urban areas. MCHHSA believes this is an innovative strategy to pilot in a rural community that may address the struggles we've experienced in the past.

In 2020, Mariposa County HHSA served 11 HDAP recipients. Of those, three (3) were awarded Social Security benefits and linked to housing. Three (3) are pending benefits and remain without identified housing. Two moved out of state due to lack of housing. Three were linked to permanent housing but did not ultimately qualify for benefits.

Homeowners will be able to use the funding to build or rehabilitate their property, bringing ADU's/JADU's up to Health and Safety codes and ADA compliance. If unable to meet ADA compliance within the budget of the loans, accessibility measures such as grab bars and low entry showers will be required. Homeowners will be required to commit to renting to MCHHSA referred individuals/families

for a minimum of 5 years, with potential to continue after the loan is forgiven. Through this program, homeowners will be guaranteed the 5 years of rental income. Forgivable loans on a sliding scale, with average costs anticipated at \$50,000/unit, will be given in exchange for a dedicated 5 years of affordable rental commitment. Homeowners receive benefits such as the forgivable loan, tenant screening, tenant case management and support, timely rent for a minimum of 5 years, and landlord support. The program is envisioned to ensure a safe, easy, and efficient experience for interested homeowners. There is decreased risk for homeowners as there is dedicated funding through continued HDAP services. All tenants will qualify for HDAP services. Further, all tenants will go through Coordinated Entry into the Homeless Management Information System (HMIS) to further link to housing services. All will receive disability benefits services and advocacy.

Although the building of ADU's/JADU's in and of itself is not an evidence-based practice, creating and preserving affordable housing, including ADU's/JADU's, is fundamental to solving homelessness. Through the creation of affordable housing stock, Mariposa County will be able to continue using evidence-based practices, such as a housing first model, to place individuals and families who are eligible for HDAP. ADU's/JADU's are inherently more affordable due to their small square footage and are not eligible for short-term rental (vacation rentals), thus creating long-term affordable housing, even if homeowners choose not to continue renting to HDAP qualified tenants. MCHHSA is exploring the Housing Quality Standards through Housing and Urban Development (HUD). The plan is to certify staff to utilize this standard and ensure the ADU's/JADU's meet requirements for Housing Choice Vouchers. Housing Choice Vouchers can then be layered with existing services and supports for HDAP qualified individuals and families to ensure permanent housing. Mariposa County's Housing Element addresses that mobile homes have been quick, affordable housing for low-income residents. However, the quality has quickly declined, and mobile homes depreciate in value quickly, leaving substandard housing across our community. ADU's/JADU's are a better quality housing solution that appreciate in value over time.

Mariposa County recently received a Regional Early Action Planning (REAP) Grant for the production of planning documents, process improvements to accelerate housing production, and outreach and education materials on Accessory Dwelling Units. This grant is in collaboration with Amador, Calaveras and Nevada Counties and will provide accessible regional guidance to develop ADU's/JADU's, thus increasing housing inventory. This Targeted Strategic Investment aligns with a larger county plan as well as one of the regional approaches to housing. MCHHSA has already discussed this

Targeted Strategic Investment with the partners who received the REAP Grant, and all are hopeful that MCHHSA will receive this award. Continued coordination and collaboration will be funded through administrative costs associated with this project.

Budget

MCHHSA is requesting \$200,000 with a dedicated 1:1 match provided through social services realignment, bringing the total dollars on this project to \$400,000. Of this total, administrative costs will be capped at 25%, or \$100,000, with anything not spent rolling into direct services. This allows direct services in the minimum amount of \$300,000. Based on current building trends in the community, it is expected that the cost associated with building or rehabilitating an ADU/JADU is, on average, \$50,000/unit. This would include ensuring all units are Health and Safety Code and ADA compliant. MCHHSA's match is readily available, and as soon as approved, MCHHSA will request funds to be encumbered for this project to commence immediately. See proposed budget as follows:

HDAP Targeted Strategic Investment Proposed Budget

This exhibit describes the anticipated costs associated with the activities outlined in the Project Narrative.

Administrative Costs	Calculation/Narrative	Cost
Social Worker III	.25 FTE	\$24,237
Supervising Social Worker I	.10 FTE	\$10,552
Outreach/Engagement	Marketing	\$5,000
Training	Housing Quality Standards training, three staff	\$4,200
Indirect Costs		\$56,011
	Anticipated Total	\$100,000
Direct Services		
ADU/JADU	All other funds will be distributed strictly for the rehabilitation or build of an ADU/JADU.	\$300,000
	Anticipated Total	\$300,000
	Total costs	\$400,000

Contracts

Mariposa County HHSA does not foresee any difficulty in securing construction contracts as there are already master contracts in place between HHSA, Public Works, and a variety of vendors from different construction trades. These were created in response to the Home Safe Program through CDSS and have proven to be successful for those purposes. Further, Mariposa County HHSA has lease agreements for various supportive housing initiatives that can be accessed for this program.

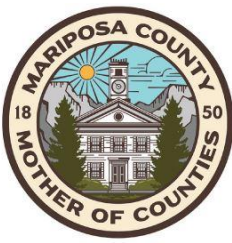
Expected Outcomes

MCHHSA's goal is to engage homeowners in the building and rehabilitation of 4-6 ADU's/JADU's. This will increase very-low and low-income housing inventory in our community. This is a realistic and achievable number given our current housing stock and current number of individuals who qualify for HDAP and have an immediate housing need. As homeowners will receive forgivable loans in exchange for long-term rental, this will provide permanent housing for our HDAP clients. Most importantly, 4-6 chronically homeless individuals and/or families with disabilities will obtain permanent housing, with advocacy for disability benefits, and with the potential of housing vouchers in these units.

Other

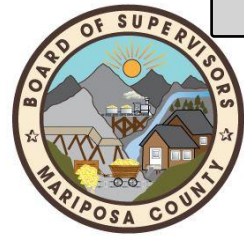
Due to the limitation of space, if parties are interested in reviewing the Mariposa County Housing Element, 2019-2024, that is referenced in this application, please visit:

https://www.mariposacounty.org/DocumentCenter/View/79311/Mariposa-County-Final-Draft-HE-2019-2024_July-2019-Version-rev-7192019?bidId



MARIPOSA COUNTY

Administration/Community Development • 966-3222



H.6

RESOLUTION - ACTION REQUESTED 2021-633

MEETING: November 16, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Establish Connect Mariposa Advisory Board

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution Establishing the Connect Mariposa Advisory Board (CMAB) to direct the process of identifying and creating a broadband plan, as it relates to the Central Sierra Regional Broadband roadmap and the community broadband plan.

Mariposa County has several opportunities to help develop or expand broadband internet in our community. The Connect Mariposa Advisory Board would provide a technical advisory group to coordinate and synchronize efforts while advising the Board on issues related to broadband. Establishment of an advisory committee such as this is required for the pending countywide broadband plan grant program, but has advantages beyond that program alone. Expansion of broadband is a priority in both the County Strategic Plan and the Economic Vitality Strategy. Staff recommends approval of this resolution at this time.

Current opportunities to expand and improve broadband include a five-county partnership for a Central Sierra regional broadband roadmap; a grant application that has been submitted through the Golden State Finance Authority (GSFA) to develop countywide broadband plans for 26 counties, including Mariposa; and the establishment of the Golden State Connect Authority (GSCA), a multi-county joint powers authority that Mariposa has been invited to join. Other opportunities to work with government, nonprofit and private partners may arise as increasing focus and funding is issued for broadband initiatives.

The Connect Mariposa Advisory Board, if approved, would be established with five (5) voting members comprised of Mariposa County Unified School District (MCUSD), John C. Fremont Hospital (JCF), Yosemite National Park, the County of Mariposa and a member at large. Members would be appointed by the Board of Supervisors following a recruitment process with meeting agendas and minutes available via the County's integrated agenda management platform.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On May 12, 2021, the Board of Supervisors approved a letter of support for an U.S.

Department of Commerce Economic Development Agency (EDA) grant application for the Central Sierra regional broadband roadmap.

On May 18, 2021, the Board of Supervisors approved a letter of support, and committed to contribute up to \$25,000 in matching funds, for an EDA grant that would provide funding to establish a countywide broadband plan. This grant, which was submitted by Golden State Finance Authority (GSFA) on behalf of twenty six counties, requires the County to form a committee or task force to guide the development of the local broadband plan.

On June 22, 2021, the Board of Supervisors approved a Memorandum of Understanding (MOU) with GSFA relative to the countywide broadband plan grant.

On September 28, the Board received presentations on the two aforementioned EDA grants and the Golden State Connect Authority, a joint powers authority the County has been invited to join.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action will result in less community involvement in the process of creating Mariposa County's broadband plan and the loss of grant funds for a community broadband plan.

FINANCIAL IMPACT:

Direct financial impact on the General Fund is not anticipated as a result of the activities of this committee.

ATTACHMENTS:

Notice of Vacancy for Connect Mariposa Advisory Board (PDF)
resolution1 (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



NOTICE OF VACANCIES

on the

Newly-Formed CONNECT MARIPOSA ADVISORY BOARD (CMAB)

MEMBERSHIP

The Board of Supervisors will appoint nine (9) voting members which shall represent the following groups in Mariposa County:

- Mariposa County Unified School District
- John C. Fremont Health Care District
- Yosemite National Park
- Mariposa County Economic Development Corporation
- American Indian Council of Mariposa County
- Mariposa County Chamber of Commerce
- (2) Local business owners
- Local technical advisor

All appointments shall serve for a term of one (1) year from the date of appointment. Terms of appointment shall commence immediately upon approval by the Mariposa County Board of Supervisors.

PURPOSE

- 1) Assist staff and consultants through the process to develop broadband plans for Mariposa County.
- 2) Formulate, design, implement and participate in a public engagement program involving stakeholders in the community, for the establishment of a broadband plan and a regional roadmap.
- 3) Support the work of staff and/or consultants in the conduct of fact finding and data gathering necessary to:
 - a) identify existing broadband opportunities in Mariposa County, and
 - b) determine how to construct the data into a strategic plan, and
 - c) recommend projects, programs, and policies needed to efficiently implement the Economic Vitality Strategy's broadband goals.
- 4) Support the work of staff and/or consultants in the development, approval and implementation of a broadband plan that shall facilitate the implementation of the 2017 EVS broadband goals, by accessing Mariposa County's broadband needs and the best interests of its community.
- 5) Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the status of the broadband plan and roadmap.

TO APPLY:

Individuals interested in serving on the Connect Mariposa Advisory Board should submit a completed application (available at the Clerk of the Board's office or www.mariposacounty.org/documentcenter/view/39675) to the Clerk of the Board, Post Office Box 784, Mariposa, California, 95338, or email to rlaroche@mariposacounty.org

For more Information, contact **Tara Schiff** at 209.742.1214 or tschiff@mariposacounty.org

Posted: 10/19/2021 on mariposacounty.org and Mariposa County Library

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS**

Resolution No. 21-____ A RESOLUTION TO ESTABLISH THE CONNECT MARIPOSA ADVISORY BOARD (CMAB) TO DIRECT THE PROCESS OF IDENTIFYING AND CREATING A BROADBAND PLAN, AS IT RELATES TO THE CENTRAL SIERRA REGIONAL BROADBAND ROADMAP AND THE COMMUNITY BROADBAND PLAN.

WHEREAS, on July 17, 2006, Mariposa County adopted the 2006 Countywide General Plan; and

WHEREAS, the General Plan, Chapter 6, Economic Development, section 6.3.04 discusses communications services in Mariposa County;

WHEREAS, the General Plan, Chapter 6, Economic Development, section 6.2, Goal 6-1b, Implementation Measure, recommends an economic development strategic plan;

WHEREAS, on July 17, 2017, Mariposa County adopted the 2017 updated Economic Vitality Strategy (EVS); and

WHEREAS, the Economic Vitality Strategy Action 2.1.02., which was authorized by Policy 6-1B in the General Plan, recommends expanding broadband services in Mariposa County; and

WHEREAS, a coordinated and focused effort to direct a broadband plan and roadmap will help efficiently implement the goals, policies, and programs recommended in the EVS, which the community has endorsed; and

WHEREAS, dialogue between diverse community stakeholders is necessary to develop such plans; and

WHEREAS, the Board of Supervisors has considered the important role of collaboration between planning staff, economic development staff, and community stakeholders to coordinate broadband planning efforts.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby establish the Connect Mariposa Advisory Board (CMAB) as an advisory body to the Board of Supervisors with purpose, functions, and procedures as described in *Exhibit A* attached hereto and incorporated herein.

ON MOTION BY Supervisor _____, seconded by Supervisor _____,
this resolution is duly passed and adopted this 9th day of October, 2021 by the
following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

Marshall Long
Chair, Board of Supervisors

ATTEST:

René LaRoche, Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

Attachment: resolution1 (RES-2021-633 : Establish Connect Mariposa Advisory Board)

Exhibit A

BOARD OF SUPERVISORS Resolution No. 21-____ Connect Mariposa Advisory Board

1. Purpose and Functions

The purpose and functions of the Connect Mariposa Advisory Board (CMAB) shall be as follows:

- a. Assist staff and consultants through the process to develop broadband plans for Mariposa County.
- b. Formulate, design, implement and participate in a public engagement program involving stakeholders in the community, for the establishment of a broadband plan and a regional roadmap.
- c. Support the work of staff and/or consultants in the conduct of fact finding and data gathering necessary to:
 - i. identify existing broadband opportunities in Mariposa County, and
 - ii. determine how to construct the data into a strategic plan, and
 - iii. recommend projects, programs, and policies needed to efficiently implement the Economic Vitality Strategy's broadband goals.
- d. Support the work of staff and/or consultants in the development, approval and implementation of a broadband plan that shall facilitate the implementation of the 2017 EVS broadband goals, by accessing Mariposa County's broadband needs and the best interests of its community.
- e. Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the status of the broadband plan and roadmap.

2. Membership

The Connect Mariposa Advisory Board shall be established with nine (9) voting members.

- a. Representatives shall be selected from or represent the following groups in Mariposa County:
 - Mariposa County Unified School District

- John C. Fremont Health Care District
 - Yosemite National Park
 - Mariposa County
 - (1) Member at large
- b. The committee may call upon representatives of other organizations and the general public as resources on certain topics related to broadband technology and internet connectivity, in general.
- c. Two (2) Ex-Officio (non-voting) members who are the liaisons from the Board of Supervisors.

3. Term and Manner of Appointment

Appointments to the CMAB shall be made by the Board of Supervisors based on the recommendation of the economic development specialist or designee for initial appointments. Any new appointments will be recommended by the committee.

All terms will be for one (1) year period.

The Board of Supervisors may remove at any time and without cause any member of the CMPAB. All terms shall expire upon the last day of November 2022.

4. Participation By Member Required, Vacancy

If any member of the Connect Mariposa Advisory Board is absent (unexcused) for two (2) consecutively scheduled meetings, then that member may be removed from the CMAB by the Board of Supervisors, and the Board of Supervisors shall fill the vacancy for the unexpired term.

5. Selection of Officers

At its first meeting, the CMAB shall elect a Chair, Vice Chair, and Secretary to serve a term of one (1) year or until the successor of each is appointed and qualified.

6. Duties of Officers

The chair shall preside at all meetings of the CMAB and shall perform all of the duties necessary or incidental to the office, including approval of the agenda topics for the meeting. The vice chair will act as chair in the absence or inability of the chair to act. The secretary shall maintain notes and prepare minutes for the approval of the CMAB.

7. Meetings and Quorum

The CMAB shall hold its first meeting at the call of the economic development specialist. The CMAB shall establish a meeting schedule deemed necessary by the CMAB to accomplish its purpose.

A quorum shall be a majority of those appointed as voting members. A quorum is required to transact any CMAB business at a regular meeting or special meeting.

Notice of CMAB meetings shall be posted and published not less than 72 hours prior to the date of the meeting at the following locations:

- a. Mariposa County Website;
- b. The meeting location;
- c. Mariposa County Library.

The economic development specialist or designee may supplement required notification in any manner deemed appropriate for the content of the proposed agenda.

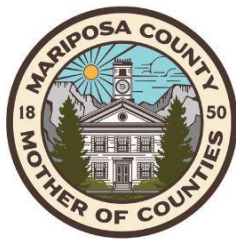
Meetings of the CMAB shall be subject to the provisions of the California Open Meeting Law (Brown Act).

8. Administration and Support

- a. County staff shall provide support to the CMAB. The economic development specialist or designee shall be the lead member of County staff responsible for

supporting the CMAB. The economic development specialist or designee shall be empowered to call upon appropriate departments to provide information required to assist the CMAB in carrying out its designated responsibilities.

- b. The economic development specialist or designee shall be responsible for meeting notices, preparation and distribution of meeting support materials, and coordinating the meeting arrangements.
- c. In the event that the CMAB does not appoint a secretary, the economic development specialist or designee shall be responsible for recording the meetings, archival storage of electronic recordings, and preparation and publication of minutes for CMAB approval.



MARIPOSA COUNTY

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

5100 Bullion Street

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



MARSHALL LONG, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
TOM SWEENEY
WAYNE FORSYTHE
MILES MENETREY

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

October 26, 2021

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II Supervisor	Present	9:00 AM
Marshall Long	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 Long led the Pledge.

C. Introductions

None.

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

During public comment, Hélene Halcrow noted that she was there to present a report. Chair Long advised that this is not the appropriate time. No other public comment. Supervisor Menetrey extended thanks to the volunteer in CA9.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. Health and Human Services RES-2021-592

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2021-593

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA3. Sheriff's Office RES-2021-594

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA4. Separated from Consent

CA5. Separated from Consent

CA6. Board of Supervisors

Approve the Minutes of Tuesday, October 19, 2021

CA7. Fire RES-2021-595

Approve a One Year Extension of the Reciprocal Fire Protection Agreement Between the United States Department of Interior National Park Service and the County of Mariposa in the Not-To-Exceed Amount of \$30,000 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. Health and Human Services RES-2021-596

Approve Amador Tuolumne Community Action Agency Resolution 2021-1 and Agreement with Counties Under the Amador Tuolumne Community Action Agency to Accept Funding for Homeless Housing, Assistance, and Prevention Program (HHAP-3); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. Planning 2021-96

Appoint Brett Archer to the Fish Camp Town Planning Advisory Council to Fill an Un-Expired Term that Expires February 28, 2023 (Supervisor Menetrey)

Items Separated from Consent**CA4. Board of Supervisors**

Approve the Minutes of Tuesday, September 28, 2021

RESULT: ADOPTED [4-0]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe

ABSTAIN: Miles Menetrey, District V Supervisor

CA5. Board of Supervisors

Approve the Minutes of Tuesday, October 12, 2021

RESULT: **ADOPTED [4-0]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe

ABSTAIN: Miles Menetrey, District V Supervisor

E. Departmental Presentation

Eric Sergienko/County Health Officer reported on the number of cases this past week. He noted that they are seeing a slight decline and advised that if the trend continues then we should meet the threshold for the moderate rate sometime in November. He reported that they experienced a transition this week, with a lot of children getting COVID19, which resulted in the closure of the El Portal School. Dr. Sergienko noted that they are also seeing more young adults in the 20-40 year range. He also discussed the vaccines that they are providing and advised that people wishing to make an appointment could do so at myturn.ca.gov; noted that his staff assisted the State with a myturn problem; and discussed upcoming mass vaccination clinics for first time vaccinations and booster shots. Dr. Sergienko also discussed the ongoing process regarding emergency use authorization of the Pfizer vaccine for 5-11 year olds. Supervisor Long and Dr. Sergienko discussed the desirability of receiving a booster from a manufacturer different than the vaccination. Dr. Sergienko advised that anyone who recently had COVID19 should wait ninety days before seeking a booster. Supervisor Forsythe and Dr. Sergienko discussed the reduction in the severity of the illness and the death rate among vaccinated individuals.

Larry Harris/Interim Deputy Public Works Director provided a quick update on the Sunday night's storm, noting that it missed most of the county but did cause some trees to go down on roads. In response to Supervisor Long's inquiry about the China Gulch Road culvert, Mr. Harris advised that he would need to get back to him on that.

Steve Ward/CAL FIRE – County Fire noted that, while they are not ending fire season yet, the MMMU Chief did lift the No Burn restriction so burning is acceptable, with restrictions which include piles no larger than 4' x 4', only natural vegetation, 10' clearance, and that someone must be present the entire time.

Dallin Kimble/County Administrative Officer reported on the number of employee COVID19 tests conducted. He advised that twenty-seven staff members have still not tested including some in HHSA, the Auditor's Office, and Public Works. Mr. Kimble noted that those who have not tested will need to test this week or they will need to be excluded from the workplace. Mr. Kimble also reminded that last year the Board released five of the special Alcohol Beverage Control (ABC) licenses which the County had created through legislation to increase the number of Type 47 licenses, and noted that there were six applications, with the Brown Bear Resort, Castillo's, Yosemite Lucky Buck, Grove House, and Charles Street Restaurant receiving one, while Vines and Vittles did not. Discussion ensued regarding when the Board will be discussing next year's release.

Pete Judy/Chief Probation Officer introduced Helène Halcrow/Juvenile Justice Commission Chair who presented the Board with their annual report.

René LaRoche/Clerk of the Board advised that draft map options for the redistricting process can be found online at www.mariposacounty.org/draftmaps. She

also advised that public hearings have been scheduled for Monday, November 1, 2021, at 6:00 PM, and Tuesday, November 2, 2021, at 2:00 PM for the Board to consider them, as well as additional public input or modification suggestions. She also noted that the Board is expected to select a final version at the conclusion of the November 2nd hearing.

Kari Kisella/Chamber of Commerce reported on the recent car show which, based on community feedback and advance hotel bookings for next year's event, has been deemed to have been a success.

F. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:34 AM Chair Long recessed the Board of Supervisors meeting followed by the Clerk of the Board reading the Government Code announcement.

G. LOCAL TRANSPORTATION COMMISSION

9:34 AM Chair Long convened the Local Transportation Commission meeting with all commissioners present.

Public Comment Period

None.

LTC Regular Agenda

1. Public Works (ID # 12275)

Authorize the LTC Interim Executive Director to Apply for a Grant Under the State Sustainable Transportation Planning Grant Program; and Adopt a Resolution Authorizing the LTC Interim Executive Director to Sign the Grant Agreement and Any Amendments Thereto with Caltrans (Subject to Approval as to Legal Form by County Counsel)

RESULT: WITHDRAWN

2. Public Works LTC-2021-28

Approve the Priorities for the Development of the 2022 Regional Transportation Improvement Program (RTIP) for Inclusion in the 2022 State Transportation Improvement Program (STIP). 4/5th Vote Required

Larry Harris gave the staff report. No public comment. Board discussion ensued with staff regarding the engineering, and the projects on the list.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Adjourn LTC

9:50 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

9:50 AM Chair Long reconvened the Board of Supervisors meeting.

H. Regular Agenda Items

1. Fire RES-2021-597

Approve an Agreement with NBS to Provide Consulting Service on the Development Fee Schedules for County Fire Prevention Inspector I/II and Collections Processes, in an Amount Not to Exceed \$12,695.00; and Authorize the Board of Supervisors Chair to Sign the Agreement

Steve Ward gave the staff report. During public comment, Karen Glendenning expressed a concern about being charged extra to come to Fish Camp, and suggested that scheduling multiple inspections at once would allow the cost to be shared. Board discussion ensued regarding the fire inspector position, the possibility of new mandates, the need for transient occupancy rentals to be safe for visitors, the education process that accompanies inspections, and past inspection processes.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. Public Works (ID # 12286)

Authorize an Agreement with Palmer Tractor for Emergency Repair of White Rock Road (\$84,663.50); Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Exempt from the California Environmental Quality Act (CEQA); and Find the Project Meets All Emergency Requirements Pursuant to Public Contract Code Section 22050 and that the Emergency Will Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action is Necessary to Respond to the Emergency. 4/5ths Vote Required

Larry Harris gave the staff report noting that some engineering questions have

arisen. During public comment, Shannon Hansen/Interim Public Works Director echoed Mr. Harris' remarks, discussed where notice of the closure had been posted, and advised that it would not be a problem to push the item out a week to allow for updates, if needed.

RESULT: WITHDRAWN

3. Public Works RES-2021-598

Approve an Agreement with the State of California for the Phase III of the Mariposa Creek Parkway Project in the Amount of \$200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue Recognizing Unforeseen ATP Grant Funds in the Public Works and Transportation Budget (\$200,000)

4/5ths Vote Required

Larry Harris gave the staff report. Board discussion ensued regarding the need for a work plan outlining all Public Works projects, their priorities, and the timeline required for each. Supervisor Smallcombe suggested scheduling a discussion with the Board once the work plan is developed. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Recessed

10:29 AM Chair Long recessed the meeting for a brief break and reconvened at 10:35 AM.

4. Public Works RES-2021-599

Approve an Agreement with the State of California for the Mariposa Elementary School Connectivity Project in the Amount of \$100,000.00; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue Recognizing Unforeseen Active Transportation Program (ATP) Grant Funds in the Public Works and Transportation Budget (\$100,000) 4/5ths Vote Required

Larry Harris gave the staff report. No public comment. Board discussion ensued regarding the value of the project.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

5. Planning (ID # 12287)

Discussion and Direction Regarding Potential Acquisition of the Miller Gulch Property

Sarah Williams/Planning Director introduced Mikey Goralnik who gave the staff report. Board discussion ensued regarding environmental remediation accomplished and still needed on the property; the inholdings shown on the property and potential easements, whether prescriptive or otherwise; the expectation that the trail will not go into El Portal, the need for public ownership of the land to be eligible for restoration funding; the disinterest of the owner in selling an easement for the trail; the ruggedness of Miller Gulch; environmental hazard concerns; and the need for more details. No public comment.

11:21 AM Chair Long recessed the item, noting that the Board will resume the discussion during the afternoon session.

RESULT: WITHDRAWN

6. Administration (ID # 12281)

Discussion and Possible Direction on the 2021 Homekey Program

Dallin Kimble introduced Ben Goger, who provided a PowerPoint overview of Project Homekey, and efforts to date. No public comment. Board discussion ensued regarding potential partnerships, scaleability, difficulties with scattered sites, target demographics, the ability to purchase or lease land, and property that the School District may have. The Board expressed its support.

DIRECTION:

Proceed with the project as quickly as possible.

RESULT: DIRECTION GIVEN

I. Items removed from Consent Agenda

None.

J. Closed Session

1. Administration (ID # 12144)

CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: APNs 006-010-0240, 006-020-0010, and 006-020-0010 (Total of 478.31 Acres in Miller Gulch Area); Agency Negotiator: Dallin Kimble, County Administrative Officer; Negotiating Parties: Transition Mountain, a Partnership; Closed Session Will Concern Price and Terms of Lease/Purchase

No public input.

RESULT: CLOSED SESSION HELD

Recess

12:07 PM Chair Long recessed the meeting for lunch and advised that the Closed Session will be held at 1:30 PM.

K. 2:03 PM Reconvened

1. Public Works (ID # 12269)

Discussion and Direction Regarding Lake Don Pedro Wastewater Rates

Shannon Hansen introduced Larry Harris who gave the staff report. Mr. Harris clarified that the current rates and future rates are meant to take care of routine projects and that the EDU (equivalent dwelling unit) rates should be seen as addressing normal expenses, and to cover any potential debt service. He also discussed the lack of utility staff, the lack of significant funding to deal with the capital improvement projects, past efforts to increase rates, and requested direction regarding starting the Proposition 218 process again. In response to an inquiry from Supervisor Sweeney, Mr. Harris noted that the cost to update the Bartle Wells study for Lake Don Pedro, Coulterville, and Mariposa Pines will be \$25,000 to \$35,000.

Public comment opened.

Robert Sikes noted that the community realizes there have been no significant increases over the years and is willing to negotiate and move forward on this. He also noted that the last time his questions regarding safety, quality, and training were ignored. Mr. Sikes also noted that the last suggested rates would have increased 300% in five years and requested that the community be provided with alternatives. He also discussed the current system, noted the need to have plans and procedures in place; and discussed the need for setting aside capital improvement funding. He also discussed offering to pay his assessment in full; calling the bond company; and noted that keeping the community informed is a better way to make things work.

Mike Gunther/Lake Don Pedro resident discussed communications with Supervisor Sweeney; noted his hope that the Board thinks about the process before repeating an unsuccessful and costly process; and requested a delay of any new expenditures on this issue until more conversations have been held.

Public comment closed.

Board discussion ensued regarding the need to understand the situation, and similar input from constituents in other areas regarding understanding what has been done with the money collected since 2018.

DIRECTION:

Public Works is directed to move forward and to interact with the County's staff and legal advisor, as well as the community; with an item to return when specific information has been gathered.

RESULT: DIRECTION GIVEN

2. Public Works (ID # 12270)

Discussion and Direction Regarding Coulterville Water and Wastewater Utility Rates

Larry Harris gave the staff report by discussing the outcome of the last Proposition 218 process, the potential for grants, the conclusions of a technical

evaluation that was prepared three years ago, the status of the Coulterville wastewater system, and the need for staff to maintain and monitor the system. Mr. Harris also noted that, according to his calculations using figures in the existing engineer's report, the total deferred plan and deferred maintenance will amount to \$3.9 million, but that a big part of that is the water system.

Public comment opened.

Judy Stafford noted the re-formation of the Coulterville Service Area No. 1 Advisory Board and requested discussion with the community before moving forward with a rate action. She also discussed the number of delinquent fees placed on the tax roles in 2021, noted the expenses identified in the last study, proposed the use of Kresky wastewater systems, proposed that smart meters might save money as staff would not be needed to travel to read meters, and urged seeking grants.

Public comment closed.

Mr. Harris responded noting that there are new technologies and the cost should be a lot less; advised of the need to retrofit plants every ten to fifteen years; discussed batch plants, which he thinks Ms. Stafford is referring to, and advised of potential starting costs; and noted that remote readers need internet. Discussion ensued regarding lift pump costs and the need for connectivity.

DIRECTION:

Public Works is directed to move forward and to interact with the County's staff and legal advisor, as well as the community; with an item to return when the specific information has been gathered.

RESULT: DIRECTION GIVEN

3. Public Works (ID # 12273)

Discussion and Direction Regarding Mariposa Pines Wastewater Utility Rates

Larry Harris gave the staff report noting that Mariposa Pines is the only district that approved the rate increase. He also discussed the lift station and the two-pond system which needs cleaning. He also noted that, with the exception of Lake Don Pedro, they all have twenty year permits from the State Water Control Board and that Mariposa Pines has exceeded theirs; discussed the items that needed to be done, and noted that the corrective actions which were supposed to be done within ninety days, have not yet occurred. He advised that the State now wants the County to monitor leaching into water monthly at a cost of \$25,000 per month. Mr. Harris noted that he wants to talk to the State to see if they will approve a longer time period, but advised that the Board needs to factor that into the cost when considering that system's capital account which stands at approximately \$225,000. He noted that Mariposa Pines suffers with many of the same problems as the others, including lack of staff and lack of funds, and noted that that has not yet been communicated to the community. Board discussion ensued regarding an estimated six-month time frame to conduct outreach to the community, and develop a plan.

During public comment, Mike Gunther inquired if they will be able to operate the single operating lift station over that six month period. Mr. Harris discussed which pumps are working; and discussed the cost to rebuild

versus replace.

DIRECTION:

Public Works is directed to move forward and to interact with the County's staff and legal advisor, as well as the community; with an item to return when the specific information has been gathered.

RESULT: DIRECTION GIVEN

4. Administration (ID # 12263)

Discussion and Direction Regarding a Possible Consolidation of Development And/Or General Services

Dallin Kimble gave the staff report, accompanied by a PowerPoint presentation. During public comment, Eileen Collins, Sarah Williams/Planning Director, Debbie Willis/Interim Building Director, and Shannon Hansen/Interim Public Works Director spoke in opposition to a consolidation. Jeremy Brieese/Sheriff - Coroner - Public Administrator, Joe Lynch/Assistant County Administrative Officer (ACAO), and Steve Ward/CAL FIRE – County Fire spoke in support of conducting a study. Leigh Westerlund/ACAO spoke in support of Option 5 which would recruit department heads now and conduct the study later. Public comment closed. Board discussion ensued.

DIRECTION:

Move forward with the recruitment of the two department heads; and come back for another discussion in late spring or summer of 2022.

RESULT: DIRECTION GIVEN

Recessed

4:42 PM Chair Long recessed the meeting for a brief break and reconvened at 4:50 PM.

5. Board of Supervisors (ID # 12280)

Discussion and Direction Regarding Minute Orders Accountability (Supervisor Sweeney)

Tom Sweeney gave the staff report. No public comment. Board discussion ensued regarding the relevance of the minute order tracking vs. department head work plan items, not adding more items until something is taken off, whether the addition of due dates would be advantageous, use of the minute order tracking relative to department head reviews.

DIRECTION:

The Clerk of the Board is to continue to track the Minute Orders with quarterly reports coming to the Board. The Board is to assign due dates on its direction wherever feasible.

RESULT: DIRECTION GIVEN***Recessed***

5:05 PM Chair Long moved the meeting back into Closed Session (K.1 - Miller Gulch Area).

Report Out

5:25 PM Chair Long reported that Information was Received during the Closed Session.

Miller Gulch Acquisition - Continued from AM Session (H.5)

Chair Long advised that the discussion is whether the Board wants to pay for an appraisal on this property and obtain a right of first refusal. Board discussion ensued regarding potential inholdings, easements or access agreements, potential liability that might be assumed due to hazardous materials, the significance of remediation completed with the Environmental Protection Agency's (EPA's) assistance, the proposed ending of the trail, whether an appraisal would consider the land locked property and contamination as it is or after cleanup, current ownership of the property, the relationship between the inholders and the property,

DIRECTION:

Planning staff is to research the questions raised including parcel ownership and potential easements, and return with another item on November 9, 2021.

L. Board Information

The Board decided to skip this section. Supervisor Long announced that a blood drive will be held on Thursday.

M. Adjournment

5:46 PM Chair Long recessed the meeting in memory of Patrick B. Sanchez, Sheila Ann Puchta (Carson), and Mal Parham.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors