MARIPOSA COUNTY

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

MARSHALL LONG, CHAIR	**DISTRICT III**
ROSEMARIE SMALLCOMBE, VICE-CHAIR	**DISTRICT I**
TOM SWEENEY	**DISTRICT II**
WAYNE FORSYTHE	**DISTRICT IV**
MILES MENETREY	**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 Heléne 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 safe 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 Briese/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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-592

MEETING: October 26, 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

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RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

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

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

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and

- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that the County Board of Supervisors first declare a "shelter crisis" in order to avail itself of the associated powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-593

MEETING: October 26, 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: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12236

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-594

MEETING: October 26, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, 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: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12247

MARIPOSA COUNTY

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

MARSHALL LONG, CHAIR	**DISTRICT III**
ROSEMARIE SMALLCOMBE, VICE-CHAIR	**DISTRICT I**
TOM SWEENEY	**DISTRICT II**
WAYNE FORSYTHE	**DISTRICT IV**
MILES MENETREY	**DISTRICT V**

ACTION SUMMARY MINUTES

October 19, 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 Supervisors	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")

No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Tom Sweeney, District II Supervisors

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-578**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-579**

Minutes Acceptance: Minutes of Oct 19, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

CA3. **Sheriff's Office RES-2021-580**

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

CA4. **Board of Supervisors RES-2021-581**

Approve a Letter of Support to the Sierra Nevada Conservancy Requesting Funding for the Planning Phase of the Sarah Priest Fuel Reduction Project on the Sarah Priest Allotment in Midpines (Supervisor Smallcombe)

CA5. **Board of Supervisors RES-2021-582**

Approve a Letter of Support Requesting that Assistant Secretary Newland with the Bureau of Indian Affairs Department of the Interior Withdraw the Proposed Finding Issued on November 16, 2018, and that a Response be Provided to the Southern Sierra Miwuk Nation's Request for Freedom of Information Act (FOIA) Submitted by the Council on May 7, 2019 (Supervisor Smallcombe)

CA6. **Clerk of the Board of Supervisors 2021-92**

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 September of 2021

CA7. **Clerk of the Board of Supervisors 2021-93**

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 September of 2021

CA8. **Fire RES-2021-583**

Approve a 1-Year Agreement with Automatic Extensions for Successive One-Year Periods for Use of Subscription Material with Lexipol for Department Policy Management and Training Platforms; and Authorize the Fire Chief to Sign the Agreement

CA9. **HHS/Community Services 2021-94**

Accept the Resignation of Dennis Mende from the In-Home Supportive Services (IHSS) Advisory Committee Effective Immediately

CA10. **Public Works RES-2021-584**

Approve Budget Action Transferring Funds Within the Roads Maintenance Budget for the Purchase of Two Kabota Skid-Steers ($120,000)

CA11. **Public Works RES-2021-585**

Declare the Seventh Annual "Field of Service", a Veterans Day Event Organized by a 4-H Membership Group at the Museum and History Center from November 6, 2021 to November 14, 2021, as a County-Sponsored Event; and Waive All Associated County Fees

CA12. **Public Works RES-2021-586**

Minutes Acceptance: Minutes of Oct 19, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve an Agreement with Thunder Ridge to Provide Snow Removal in Fish Camp and the at Fish Camp Fire Station in an Amount Not to Exceed $40,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Board Recognitions

1. **Sheriff's Office 2021-95**

Proclaim the Week of October 23 through October 29, 2021, as "Red Ribbon Week"

Jeremy Briese/Sheriff - Coroner - Public Administrator gave the staff report, noting that they work in partnership with Mariposa Safe Families. He then discussed the history of this observation. During public comment, the item was urged by Donna Santi/Mariposa Safe Families, two Friday Night Live youth members, and Vanessa Cummings/Public Health Educator.

Chair Long presented the Proclamation to Sheriff Briese, Vanessa Cummings, Donna Santi, and the Friday Night Live youth members.

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

F. Departmental Presentation

Eric Sergienko/County Health Officer reported on increasing numbers of COVID19 cases in youth under the age of 17; and advised that they are coordinating with the school district on closing the El Portal School, and pausing the modified quarantine process through the 1st of the November, which is hoped to help limit transmissions. He noted that the largest concerns with youth cases, is the possibility of spreading the virus to elderly family members. Dr. Sergienko also reported that there was a slight downward trend overall with 200 cases in the month of October; encouraged the continued use of masking and other preventive measures; and reported that there are currently nine people with COVID19 hospitalized, but noted that there are other hospitalizations under investigation.

Dallin Kimble/County Administrative Officer reported on the number of employee tests, noting that a total of 45 employees have tested positive; and advised that, as a percentage, the County is sitting at a test rate of about 74%, but that there is some data lag possible, as well as adjustments needed to account for employees who were out for the week or who have had COVID19 within the past ninety days, before they can follow up with employees who should have tested but did not. Mr. Kimble also noted that of the positive tests, approximately 20% were vaccinated.

Eric Sergienko noted that the 20% figure aligns with what they are seeing in the community, which has found that 19% of the positives are among vaccinated individuals. Dr. Sergienko also reported on efforts, at the federal level, regarding booster shots. In response to Supervisor Long's inquiry, Dr. Sergienko noted that those who have been vaccinated and recently had COVID19 should now have a fairly robust immune response, and he advised that they wait before seeking boosters to let others get them. In response to Supervisor Smallcombe's inquiry, Dr. Sergienko noted

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that organizations struggling with events should still put mitigations in place to reduce the risk of transmission including holding events outdoors, requiring masks, and keeping a list of participants. He also encouraged vaccinations and self-screening, and that anyone with symptoms should stay home. Dr. Sergienko also advised that we are currently at the highest case rate seen in the last 18 months. Supervisor Long extended thanks for the hard work of Public Health staff and noted that, while everyone is frustrated, verbally attacking County employees is not acceptable.

Vanessa Cummings/Health and Human Services Agency Public Health Educator formally introduced herself and discussed some of the activities that she has been involved in since stepping into the role in March. She also recognized Kelley Marti, Kelly Harrison, and Kimberly Keith for their efforts; discussed tobacco cessation; and noted that the California Smokers' Healthline has been rebranded as "Kick it California," which can be accessed online at kickitca.org. Supervisor Long discussed his, and his father's, experiences with tobacco; and advised young people to not even start.

Jeremy Briese noted that the Office of Emergency Services is monitoring a significant rainfall event this weekend, which is expected to arrive 11:00 PM on Saturday, and continuing through to Monday. He also noted that snowfall is expected around the 9,000 foot elevation, and advised extreme caution when driving on recently paved portions because of the oil. Sheriff Briese also advised that his office will be monitoring all of the County storm drains and that they will put out Nixle alerts if anything significant occurs.

Pete Judy/Chief Probation Officer extended thanks to the doctor and his staff; noted that not only was he vaccinated early with other law enforcement officers but has also been testing every Tuesday; and discussed the importance of regularly testing since he received a positive test despite displaying no symptoms.

G. Public Comment on Non-Agenda Items

Daniel discussed mandates; remarked that mask mandates do not work and offered the ability to smell smoke or glasses fogging up as evidence; and discussed the size of a viral particle; remarked that the shots are creating the variants; and referenced the previous caller's experience with no symptoms despite having a viral overload. The caller stated that all of these different things are taking freedoms away; stated that the Health Department cannot be used as a weapon against the businesses; noted that the Oath of Office is to uphold the Constitution; and offered that the voters will remember that at the next election. He also urged remembering that oath when considering what is being pushed on the schools, masks on the kids, or experimental shots in the kids' arms. The caller also noted that he will not go into a business that has mask mandates; and advised that he is going to wind up pulling his children out of the school.

Recess Board of Supervisors

9:49 AM Chair Long recessed the Board of Supervisors meeting, followed by the Clerk of the Board reading the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

9:50 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all commissioners present.

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Public Comment Period

None.

LTC Regular Agenda

1. **Public Works (ID # 12023)**

Receive Presentation by Nichols Consulting Engineers (NCE) of the 2021 Pavement Management Program Update and Adopt Update

Larry Harris noted that there is a lot of staff here today to answer questions and introduced Jeannie Morvay-Clayton/Local Transportation Planner. Ms. Morvay-Clayton noted the legal requirements to update our plan every five years, and introduced Margo Yapp, who presented the findings of their inspection and gave an overview of the pavement management program.

Board discussion ensued regarding the quality of the financial analysis, the cost of maintaining the dirt and gravel roadways that are not included, how the weighted PCI for collectors is calculated, the availability of federal funding, the importance of road base, and the importance of good drainage.

RESULT: PRESENTATION MADE

Adjourn LTC

10:17 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:18 AM Chair Long reconvened as the Board of Supervisors.

Recess

10:18 AM Chair Long recessed for a brief break and reconvened at 10:23 AM.

I. Regular Agenda Items

1. **Treasurer-Tax Collector-County ClerkRES-2021-587**

Accept the Certification of Initiative Petition Dated October 13, 2021 with Respect to the Citizen Initiative Petition Titled "An Initiative to Adopt a Transactions and Use (Sales) Tax of 1% for 40 Years to Design, Construct, and Equip a New John C. Fremont Hospital" that was Filed with the Registrar of Voters on September 28, 2021; and Submit the Ordinance, Without Alteration, to the Voters Pursuant to Elections Code Section 1405

Keith Williams/Treasurer - Tax Collector - County Clerk gave the staff report.

Public comment opened.

Beth Tomsick and Suzette Prue, Co-Chairs of the Citizens to Save the Hospital provided an overview of their efforts with the assistance of the PowerPoint presentation. Beth Tomsick discussed the changes that were made since the last attempt to adopt a sales tax, noting that there are also now strict accountability requirements. Suzette Prue noted that this is the first tax election done by Mariposa

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citizens; and advised that two of the Board's options are now to adopt the initiative or place it on the ballot. Ms. Prue also discussed their signature gathering efforts, advised that they purposely waited until after the recall election was completed to submit their signatures. you have two options as the governing body, and discussed the Board's options noting that the sooner the hospital gets the money the sooner we will have a new hospital. She also requested district meetings should the Board choose to put it on the ballot.

Matthew Matthiessen/John C. Fremont Healthcare District (JCFHD) CEO thanked the citizens group for their efforts. He also noted that the seismic mandate is unfunded and will require substantial funds; and advised that this is one way to solve the community's need for a broad spectrum of care.

Therese Williams/JCFHD Public Information Officer thanked the citizens group; noted that the clock is ticking and urged focus on the timeline; and expressed her support for the hospital.

Marilyn Saunders/Economic Development Corporation expressed support for the hospital, noting that her board has discussed the importance of the hospital to the community.

Jeremy Briese extended thanks to the committee for their efforts, expressed his support of saving and modernizing the hospital, and noted potential difficulties for his department if medical care had to be sought elsewhere.

Shannon Gadd/Health and Human Services Agency Director expressed support for the hospital, and extended thanks to the committee for their efforts.
Public comment closed.

Board discussion ensued. Supervisor Long discussed the importance of the hospital to the community but noted that he supports putting it on the ballot and not a direct adoption. Supervisors Forsythe and Menetrey echoed the thoughts. Supervisors Smallcombe and Sweeney extended thanks to the committee for their efforts and advocated for direct adoption. Chair Long called the question and the item passed.

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

2. **Administration/Community Development RES-2021-588**

Adopt a Resolution Establishing the Childcare Task Force (CCTF) to Direct the Process of Identifying Additional Needs and Assisting with the Startup of New Child Care Providers

Dallin Kimble introduced Tara Schiff/Economic Development Specialist who gave the staff report. During public comment, the item was urged by Marilyn Saunders/Economic Development Corporation, Nikki West/First 5 Mariposa Executive Director, and Staci Johnston/Calaveras Mariposa Community Action Agency. Ms. Johnston also advised that she once had a large daycare facility and noted that she sees this as a huge opportunity. In response to Supervisor Smallcombe's inquiry, Ms. Johnston discussed the expertise that she sees as being needed by members on this committee, with an emphasis on lived experiences. Steven W. Dahlem/County Counsel noted a correction to the resolution.

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CORRECTION:

In the first whereas paragraph of the resolution, add the word "conducted" after the word "county."

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. **Administration/Community Development (ID # 12223)**

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

Tara Schiff gave the staff report. No public comment. Supervisor Smallcombe extended thanks for the item and noted concerns that this type of advisory committee, which will be focused on conducting a needs assessment, might be premature and suggested that a meeting of stakeholders be convened first, to allow discussion to first identify any known technological issues. Supervisor Sweeney agreed with wanting technical expertise but expressed concerns regarding the size of the committee. He also inquired if this group will be seeking out the contractors in other counties to make sure our voice is heard. Ms. Schiff responded that she brought this item to seek feedback and advice on the nine members; advised that her vision was that we would be looking to local professionals to provide advice on these opportunities since this would be an advisory board. Board discussion ensued regarding best uses of the committee, county businesses with a technology base, and the speed at which discussions can be expected to turn technical. Supervisor Smallcombe suggested what is needed at first is a small group with connections to the technical part of the community to define what is technologically reasonable. Board discussion ensued regarding the idea.

DIRECTION:

The item was tabled to allow Ms. Schiff to work with Supervisors Smallcombe and Sweeney to refine the purpose and membership, with the retooled item to come back on November 2, 2021.

RESULT: **TABLED**

4. **County Counsel RES-2021-589**

Amend Mariposa County's Illness & Injury Prevention Program (IIPP) by Rescinding "Appendix 'A' of the Illness & Injury Prevention Program (IIPP) Entitled COVID-19 Prevention Program (CPP)" and Replacing it with an Updated Version

Steve Dahlem/County Counsel introduced Kevin Briggs/Assistant County Counsel who gave the staff report. No public comment.

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

5. **Clerk of the Board of Supervisors RES-2021-590**

Appoint a Member to be the California State Association of Counties (CSAC) Director for the 2021-2022 Association Year

René LaRoche/Clerk of the Board gave the staff report. No public comment. Supervisor Menetrey gave an overview of what the CSAC Board of Directors does and what he has done as a director and requested that he be considered again.

ACTION: ***Supervisor Miles Menetrey was selected as the CSAC Director for the next year, with the remaining board members named as alternates.***

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

J. Items removed from Consent Agenda

None.

K. Recess

11:55 AM Chair Long recessed the meeting for lunch.

L. 2:00 PM Reconvene

1. **Planning RES-2021-591**

PUBLIC HEARING: Adopt a Resolution 1) Approving General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (As Amended) with the Recommended Findings, Including a Finding the Project is Exempt from Environmental Review and 2) Establishing a Grace Period for Existing Facilities to Obtain a Permit and Comply with the Standards; County of Mariposa, Project Proponent

Sarah Williams/Planning Director gave the staff report accompanied by a PowerPoint presentation that discussed the history of the item, and noted the six changes that occurred since this item last came to the Board. During public comment, Kris Casto urged giving existing businesses a longer time to come into compliance, and inquired as to why an item has to return to the Planning Commission after the Board makes a change. Ms. Williams responded to the question noting that the legal procedure requires an item be remanded back to the Planning Commission when substantial changes are made. Board discussion ensued.

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

2. **Planning (ID # 12262)**

Waive the First Reading and Introduce an Ordinance Amending Title 17 to Add Section 17.148.010 to Title 17, Mariposa County Code, to Define Special Events and Special Event Facilities, and to Add Section 17.108.220 to Title 17 to Add Permitting Provisions and Development Standards for Special Event Facilities Pursuant to General Plan/Zoning Amendment No. 2017-084; County of Mariposa, Project Proponent

Sarah Williams noted that this item goes with the preceding item. She also discussed the ordinance timeline and noted that they will advise the individuals with facilities once the process is complete. No public comment.

RESULT:	**INTRODUCED [UNANIMOUS] Next: 11/2/2021 9:00 AM**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Miles Menetrey, District V Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. **Board of Supervisors (ID # 12224)**

Discussion and Direction Regarding Formulation of a Plan to Address the Crisis in Mariposa County Regarding Illegal Marijuana (Supervisor Long)

Supervisor Long gave the staff report noting the many concerns that he, Supervisor Menetrey, and the Board have received from citizens regarding illegal marijuana growing in the county. He noted that illegal marijuana growing is a clear and present danger and requested the development of a strategic plan to address the crisis given that the word on the street is that Mariposa County is an easy place for such grows. Board discussion ensued regarding a facilitated meeting, existing provisions in County Code, and whether this item should be consolidated with the item that follows.

Public comment opened.

Laurie Kinslow read from, and provided a copy of, a letter from the residents of Royal Oaks Estates asking for help with illegal marijuana and criminal growers. Ms. Kinslow noted that the growers need to be hurt financially and suggested a fine of $500 per plant, with the ability to put a lien on the subject property.

Ken Melton complimented Supervisor Long on seeking to address code compliance issues by type because the laws and issues are different on things like marijuana and abandoned vehicles. He also spoke in support of a meeting but cautioned that in-depth knowledge of existing ordinances will be necessary.

Jeremy Briese discussed the focus of his office; advised of his recent attendance at a Sheriff's conference where the main topics were Covid19, staffing, fires, or marijuana; noted that there are counties that are more lenient; and noted that a mechanism is needed that differentiates between legal versus illegal marijuana

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because, currently, all complaints come to his office. He also discussed the dedication of his staff, the number of hours in overtime that they are working, and the actions that resulted from the investigation of over 100 locations. Sheriff Briese also noted his recognition that it is a big problem, advised that his office works with Code Compliance, and noted that the majority will be resolved from working with Planning and the Board, because of the need for additional funding and personnel. He also mentioned other resources like asset forfeiture or use of Fish and Game.

Tara Schiff/Lushmeadows resident and Economic Development Specialist recounted an incident with her sixteen year son finding an illegal grow in Lushmeadows. She noted that she did call Code Compliance, and discussed her upset with finding it in a residential area. She also noted, as the Economic Development Specialist, that these grows are also not good for economic development, first, because we make no money off of it but, also, because they are taking up homes or land that could be used for homes.

David James/Royal Oaks resident extended thanks for the discussion, and urged action because of the effects on neighbors and the community, as well as despoiling of water.

Mike Charman/Sheriff's Sargent noted that he supervises the marijuana team, advised that he doesn't want to delve into the current ordinances but feels it boils down to the ability to enforce and prosecute them; and noted that a fifty plant grow is not illegal under State law. He also discussed their short staffing; and noted changes to federal funding for the upcoming federal fiscal year which will only provide funding for marijuana grows by drug trafficking organizations or those considered large scale. Sargent Charman also noted that the plant count was significantly lower this year but that investigative work is more than it has ever been. He also advised that some of the laws referenced in county ordinances do not exist anymore; and noted that the critical consideration is the enforcement part.

Karen Smith/retired realtor advised that she used to see property go to drug grows all the time and that she worked with Sheriff Binnewies on it. She noted that one consideration might be the real estate agents, and she suggested working with the realtors to let them know that it is okay to miss a sale.

Kris Casto remarked that she thinks there is a fear of retribution; advised that people are scared and need protection; and noted that the middle-sized grows can be just as detrimental as a large grow.

Public Comment Closed.

Supervisor Long emphasized that he is not expecting the Sheriff's Department to shoulder the entire burden at all because other avenues may exist, like using the Ag Commissioner or some administrative process. He also referenced ordinance 1129 and noted that when people buy a property, they have to sign something that acknowledges their understanding that Mariposa County is a right to farm county, and suggested that a similar acknowledgement regarding the prohibition of commercial marijuana processing might be in order as it would give the Sheriff the ability to put the property owner and the marijuana together without the need for all of the investigations and search warrants. Supervisor Long also noted that ordinance 1104, regarding medical marijuana, is no longer needed and advised that it is being used by people to grow additional plants; and advised that there is an individual asking people to plant on their land at the rate of $1,000 per plant, so that 30 plants will bring $30,000 to a property owner

Board discussion ensued regarding existing county code provisions, whether the County can make laws stricter than the State, making existing penalties stiffer, the

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possibility of ordinance penalties being felonies rather than misdemeanors, upcoming multi-department staff meetings on the subject, and increasing penalties to $1,000 per plant, with an additional fee for each day afterwards.

DIRECTION:
The County Administrative Officer (CAO) is to schedule, as soon as possible, a roundtable discussion/workshop for the Board with the Sheriff, Planning, District Attorney, and County Counsel to discuss what does or does not work relative to the enforcement of illegal marijuana grows, as well as potential solutions, with the aim of creating a strategic plan to address illegal commercial marijuana growing in Mariposa County.
The CAO is also directed to identify and procure a facilitator for the meeting.

RESULT: DIRECTION GIVEN

4. **Board of Supervisors (ID # 12252)**

Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources (Supervisor Sweeney)

Supervisor Sweeney noted that he is not advocating for any kind of code change at this time but, rather, working with the existing codes. He recounted receiving a steady stream of complaints regarding code compliance since coming in to office, then gave the staff report, and discussed the number of active code compliance cases. He noted the definition of "public nuisance" that is contained within the California Civil Code. He also noted that the census data shows that the county's population went down by 1100 people and recounted speaking to people who said that they were moving rather than deal with the problems.

Public comment opened.

Rick Brady noted presenting the Board with photographs three or four years ago, but that they have seen nothing done and the area looks worse than before, with the roofs now coming off. He stated that they feel no one cares, and remarked that the lack of accountability invites more people to do the same. Mr. Brady also noted that Corrina Miranda has been helpful but is only one person. He also suggested using volunteers and remarked that he knows several people willing to help.

Anthony Marchesiello noted seeing many changes in the sixteen years that he has lived in the area. He discussed the crime, marijuana growers, and lack of resources and noted that people are leaving the area. He suggested streamlining processes and offered that the abandoned trailers should be removed, and suggested that the marijuana should be taken and sold to companies that make legal products.

Karen Smith noted that she is on the new Code Compliance Committee; advised that she lives next door to a house that has been abandoned since 1999; and remarked on the need to address the issues.

Judy Burden/Greeley Hill resident advised that she has only lived there about four years but that she has been very involved and working with the County, and suggested getting the citizens involved as much as possible. She advised of the success of their community cleanup a couple of years ago which brought twice as many volunteers as anticipated, and discussed the difficulties they had, prior to calling Good Will, of finding someone to pick up metal. She also recounted her time working for the State; noted frustrations with trying to get people to follow the procedures; and advised that she knows the value of taking care of problems quickly.

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She also recounted a situation with a pack of dogs in her area; and noted that she is not sure what happened after the County came out.
Public Comment Closed.

Board discussion ensued about the focus of the Code Compliance Advisory Committee, the possibility of working with volunteers and the difficulty that presents due to insurance issues, previous contacts with Habitat for Humanity who has the insurance, and assistance that Health and Human Services has provided.

Chair Long reopened public comment, and Anthony Marchesiello suggested getting the Internal Revenue Service involved because the taxes are probably unpaid. Public comment closed.

DIRECTION:
The following items are to return to the Board by November 23, 2021:

- ***From Code Compliance a one page summary of their current processes.***
- ***From Planning, identification of the resources needed to address the code compliance problem.***
- ***From the Sheriff, identification of the resources needed to address the abandoned vehicle problem.***

Building is directed to immediately start filing complaints with the California State License Board for any cases of contractors building without a license or without a permit.
The CAO is to advise the above departments of the direction.

RESULT: DIRECTION GIVEN

M. Board Information

The Board skipped this section this week. However, Supervisor Sweeney noted receiving complaints about the reports function not working in the new ERP, and advised that he may be putting a board item together. Supervisor Smallcombe reported on concerns by the El Portal Planning Advisory Committee regarding the toxicity of the algae, and advised that she was informed by the State Water Resources Control Board that they are not able to respond with appropriate signage this year but are prepared to move at the beginning of next year.

N. Adjournment

4:23 PM Chair Long adjourned the meeting in memory of Larry Rochelle, and Terrance "Terry" Lane McDonald.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

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MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2021-595

MEETING: October 26, 2021

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Approve Amendment Extention to Agreement with USDI, Yosemite National Park and Mariposa County

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RECOMMENDATION AND JUSTIFICATION:
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

The current agreement expires on November 1, 2021. This extension amendment is a one year agreement, effective November 1, 2021 and will terminate on November 1, 2022. It has been in effect for twenty-five years and provides for first response fire protection and dispatch service for County residents and property in the communities of El Portal, Foresta, Yosemite West and Wawona. In addition, it provides for automatic aid to incidents in Fish Camp and the Merced River Canyon from the Park boundary to Briceburg.

NPS has approached Mariposa County Fire with a request to re-evaluate the annual payment of $30,000/year. While we work to evaluate the annual payment, both parties wish to extend the current agreement as is for one year in hopes that a new agreement and terms will be reached within the one year time frame.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board approved this agreements in the past, resolution 2017-11.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Agreement will expire for first response of fire and rescue and transfer service to County responsibility that interface with Yosemite National Park. This action would be detrimental to these communities because of the availability and response time of other fire, medical and emergency services.

FINANCIAL IMPACT:
An amount of $30,000 for this agreement will be included in the 2021-2022 Mariposa County Fire budget unless changed through new agreement.

ATTACHMENTS:
2017_YNP_Agreement (1)(PDF)
G8803170001 Mod 01 (PDF)

REF ID# 12285

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

RECIPROCAL FIRE PROTECTION AGREEMENT G8803170001
BETWEEN THE
UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
YOSEMITE NATIONAL PARK
AND THE
COUNTY OF MARIPOSA

RES. NO. 17-11

This Agreement is entered into by and between the United States Department of the Interior, National Park Service (hereinafter "NPS"), acting through the Superintendent of Yosemite National Park (hereinafter "Park"), and the County of Mariposa (hereinafter "County") acting through its Chair of the Board of Supervisors. Throughout this Agreement, both the NPS and the County may be jointly referred to as the "parties."

ARTICLE I — BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires and wildfires on lands within the Park's boundaries, including El Portal, within the County of Mariposa, and in the immediate surrounding area.

Currently, the NPS is primarily responsible for providing fire prevention, detection, and suppression on federally owned land within the Park. The Mariposa County Fire Department is primarily responsible for providing fire prevention, detection, and suppression within the County of Mariposa and in the immediate surrounding area (including non-federally owned land within the Park's boundaries).

ARTICLE II — AUTHORITY

This Agreement is entered into under the authority of *42 U.S.C. § 1856a.*

ARTICLE III — STATEMENT OF WORK

A. The NPS agrees to:

1. Provide initial attack on structural fires in Yosemite West, with up to three Type I engines.
2. Provide initial attack on structural fires in Foresta, with up to three Type I engines.
3. Provide automatic aid to Fish Camp in cases of structural fires or other emergencies with up to two Type I, II, or III engines.
4. Provide one Type I structural fire engine in Wawona and one Type I or II engines in El Portal for protection of County residents.
5. Provide a rescue vehicle or fire engine with auto extrication equipment in Wawona and El Portal for dispatch to vehicle accidents when requested by the county.
6. Provide command, control, and leadership for Engine Company #2 in Wawona and Engine Company #1 in El Portal.
7. Strive to provide a minimum of seven persons qualified as firefighters residing in El Portal, and a minimum of seven such persons residing in Wawona.
8. Provide structural fire dispatching for El Portal, Foresta, Wawona, Yosemite West and the rest of the Park.

Attachment: 2017_YNP_Agreement (1) (RES-2021-595 : Approve Amendment Extention to Agreement with USDI, Yosemite National Park and

9. Provide structural fire response and extrication and rescue response for motor vehicle accidents in the El Portal area along the Merced River Corridor as far as Briceburg.

10. Furnish automatic emergency assistance in the Merced River corridor as far west as Briceburg for structural fires and motor vehicle accidents. Provide emergency assistance beyond Briceburg at the county's request. The Park will determine the appropriate equipment to dispatch.

11. Provide command for structural fires and motor vehicle accidents in Foresta, Wawona, Yosemite West, El Portal, and the Merced River Corridor as far as 11 miles west of El Portal (Old Richardson's Hotel), and the rest of the Park.

12. Furnish a firehouse, including utilities, for the El Portal and Wawona fire and rescue response vehicles.

13. Provide assistance and cooperation with fire training for county firefighters.

B. The County agrees to:

1. Furnish structural fire suppression resources for Yosemite West, if required, beyond the engines provided by the Park.

2. Provide fire cause investigation and scene security of structural fires occurring in non-NPS owned buildings inside the Park, including El Portal.

3. Provide evacuation measures, if required, at Yosemite West and El Portal.

4. Provide engine coverage for Wawona when the Park engine is dispatched to an incident in Yosemite West, as requested.

5. Provide emergency assistance to the Park, Wawona, El Portal and the Merced River Corridor, Foresta, and Yosemite Valley, as requested by the Park.

6. Provide assistance and cooperation with fire training for Park firefighters.

7. Strive to provide for a minimum of seven County volunteer firefighters signed on by the County and covered by the County's worker's compensation program, to serve with the Park's Wawona Engine Company #2.

8. Strive to provide for a minimum of seven County volunteer firefighters signed on by the County and covered by the County's worker's compensation program, to serve with the Park's El Portal Engine Company #1.

9. Furnish turnout gear and other required personal protective equipment meeting Federal and State OSHA requirements, including helmets, turnouts, boots, shrouds, and gloves for county firefighters.

C. The parties further agree as follows:

1. Each party shall provide to the other party a list of responsible persons, with telephone numbers, to be contacted in an emergency. At least once a year, or more often if necessary, each party shall provide the other party with an updated list of such persons and telephone numbers.

2. The parties shall provide mutual assistance to each other in cases of major emergencies beyond that provided for above, when critical needs arise and the response capability is available. The NPS and the County shall bear their own expenses in such circumstances.

Attachment: 2017_YNP_Agreement (1) (RES-2021-595 : Approve Amendment Extention to Agreement with USDI, Yosemite National Park and

3. After notifying the other party of a fire's discovery, either party may take immediate action to suppress a fire in the other party's area of primary responsibility in order to save life or property.

4. The County will provide resources to the Park, if requested and available, for Prescribed Fire Projects at the base rates established in the California Fire Assistance Agreement for actual hours worked. The county will provide a billing invoice no later than 30 days after the demobilization of county resources.

5. Pursuant to the requirements of 43 USC §1856a, each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

6. Nothing in this Agreement shall be construed as obligating the NPS to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the NPS for the performance of this Agreement.

ARTICLE IV — TERM OF AGREEMENT

A. This Agreement shall supersede any existing fire related Agreements between the Park and the County.

B. This Agreement shall be effective as of November 1, 2016, and shall continue in effect until November 1, 2021, unless it is terminated pursuant to the provisions of Article IX.

C. This Agreement will be reviewed annually, prior to the start of the County's fiscal year, to determine if modifications are needed, and funding is available. The Park's obligations under this Agreement shall be subject to the availability of funds. This Agreement may be amended by the mutual written consent of the parties.

ARTICLE V — KEY OFFICIALS

All communications and notices regarding the implementation of this Agreement shall be directed to the following key officials for each party:

A. **For the NPS:**

Chief Fire Management Officer
Yosemite National Park
P.O. Box 577
Yosemite N.P., CA 95389

B. **For the County:**

Fire Chief
Mariposa County
P.O. Box 784
Mariposa, CA 95338

ARTICLE VI — PAYMENT

A. Each year between July 1 and October 1 during the term of this Agreement, the County shall pay to the Park an amount to cover the costs of providing the services described in this Agreement to Fish Camp, Wawona, Yosemite West, Foresta and El Portal including the Merced River Corridor as far as Bryceburg.

B. It is agreed that for the five (5) years of this Agreement, the amount will be $30,000.00, per year.

Attachment: 2017_YNP_Agreement (1) (RES-2021-595 : Approve Amendment Extention to Agreement with USDI, Yosemite National Park and

C. Payment shall be made by the County to the National Park Service, P.O. Box 100000, Herndon, VA 20171-9998. Payment shall be made (preferably by ACH) on or before October 1 of each year that this Agreement is in effect. Payments shall be credited to the Park's Fire Reimburseable account (currently structed as follows: cost center PPPWYOSEF0; functional area PF69090R9.W00000; fund XXXP1125R8).

ARTICLE VII — REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties shall share with each other final reports of incidents involving both parties.

ARTICLE VIII — PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other shall remain the property of the furnishing party. Any property furnished by the NPS to the County of Mariposa during the performance of this Agreement shall be used and disposed of as set forth in the NPS Property Management Regulations.

ARTICLE IX — MODIFICATION AND TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties.

B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties shall meet promptly to discuss the reasons for the notice and to try to resolve their differences amicably. The parties commit to using every reasonable means available, including the use of a neutral mediator if necessary, to try to avoid terminating this Agreement.

C. In the event that the County terminates this Agreement in mid-year, the County shall pay the Park a prorated portion of the current Agreement year amount after receipt from the Park of a bill of collection.

ARTICLE X — STANDARD CLAUSES

A. **Civil Rights**

All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. Paragraphs 2000 det seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. Paragraphs 2000 f et seq.); the Age Discrimination Act of 1975 (8d9 Stat. 728; 42 U.S.C. Paragraphs 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. **Promotions**

The County of Mariposa shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the County of Mariposa represents. No release of information relating to this Agreement may state or imply that the Government approves of the County of Mariposa's work product or considers the County of Mariposa's work product to be superior to other products or services.

C. **Public Information Release**

Attachment: 2017_YNP_Agreement (1) (RES-2021-595 : Approve Amendment Extention to Agreement with USDI, Yosemite National Park and

The County of Mariposa must obtain prior Government approval from the Superintendent of Yosemite National Park for any public information release which refers to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval.

E. **Assignment**

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

F. **Officials Not to Benefit**

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

G. **Non-Exclusive Agreement**

This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

H. **Survival**

Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive expiration or termination of this Agreement.

I. **Partial Invalidity**

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Attachment: 2017_YNP_Agreement (1) (RES-2021-595 : Approve Amendment Extention to Agreement with USDI, Yosemite National Park and

ARTICLE XI — SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: Woody Smeck
Name: Woody Smeck
Title: Acting Superintendent
Yosemite National Park
Date: 12·14·16

FOR THE COUNTY OF MARIPOSA, CALIFORNIA:

Signature: Marshall Long
Name: Marshall Long
Title: Chair, Board of Supervisors
Mariposa County
Date: 1/10/17

Approved as to Form:

Steven W. Dahlem
Steve Dahlem
County Counsel

Attachment: 2017_YNP_Agreement (1) (RES-2021-595 : Approve Amendment Extention to Agreement with USDI, Yosemite National Park and

MODIFICATION 01
TO
RECIPROCAL FIRE PROTECTION AGREEMENT
G8803170001
BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND THE
COUNTY OF MARIPOSA

GENERAL:

This modification is issued to extend the period of performance for one year to prevent a lapse in this agreement while the Parties develop a successor agreement to provide mutual assistance for structural fire and wildfire in and around Yosemite National Park.

MODIFICATION:

1. **ARTICLE IV – TERM OF AGREEMENT, Section B**, is modified to read as:

   B. This Agreement shall be effective as of November 1, 2016, and shall continue in effect until *November 1, 2022*, unless it is terminated pursuant to the provisions of Article IX.

2. **ARTICLE VI – PAYMENT, Section B**, is modified to read as:

   B. It is agreed that for the *six (6)* years of this Agreement, the amount will be $30,000.00, per year.

3. **All other terms and conditions remain unchanged.**

IN WITNESS WHEREOF, the Parties hereto have executed this modification on the date(s) set forth below.

FOR THE COUNTY OF MARIPOSA

_____ _____
Marshall Long — Date
Chair, Board of Supervisors

FOR THE NATIONAL PARK SERVICE

_____ _____
Cindy Orlando — Date
Acting Regional Director, Interior Regions 8, 9, 10, and 12

Attachment: G8803170001 Mod 01 (RES-2021-595 : Approve Amendment Extention to Agreement with USDI, Yosemite National Park and

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-596

MEETING: October 26, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Amador Tuolumne CAA Resolution and Joint Agreement through ATCAA

RECOMMENDATION AND JUSTIFICATION:
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.

Mariposa County has a prior history with ATCAA, joining Amador, Calaveras, and Tuolumne counties in the Central Sierra Continuum of Care (CoC) to apply for housing and homeless-related funding and participate in, and provide services for various homeless programs. HHAP-3 funding is designed to provide jurisdictions with one-time grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges in the areas of prevention, assistance, and housing

Funds related to HHAP-3 are administered by the California Department of Housing Development. ATCAA is a recognized Administrative Entity for HHAP-3, and as a member county, Mariposa will re-direct $83,814.73 to CoC.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors has approved several agreements with ATCAA in the past. This specific agreement will be the first involving HHAP-3 funding.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, Mariposa County will not be able to participate in this program that would provide funding to meet an immediate challenge for our community.

FINANCIAL IMPACT:
This agreement redirects the county's $83,814.73 individual allocation to be combined with the four-county CoC's $1.264M allocation. Mariposa County anticipates a larger subcontractor agreement from the CoC after joint planning has been completed. The anticipated subcontractor agreement will provide

revenue for the County to perform the homeless services. There is no impact to the County General Fund.

ATTACHMENTS:
Resolution Signature pages ATCAA letterhead Oct 6 2021 (PDF)

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

AMADOR TUOLUMNE COMMUNITY ACTION AGENCY

"People Helping People"

AMADOR SERVICE CENTER
10590 Highway 88, Jackson, CA. 95642
Phone: 209-223-1485 / Fax: 209-223-4178

www.ATCAA.org

TUOLUMNE SERVICE CENTER
427 N. Highway 49 #305
Phone: 209-533-1397 / Fax: 209-533-1394

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)

Resolution #2021-1 and Binding Agreement for Joint Applicants

WE, THE UNDERSIGNED, DO HEREBY AGREE AS FOLLOWS:

1. The California Homeless Coordinating and Financial Council (HCFC) released its third non-competitive Notice of Funding Availability (NOFA) for Homeless Housing, Assistance, and Prevention Program (HHAP-3). This funding is designed to provide jurisdictions with one-time grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges in the areas of prevention, assistance, and housing.

2. Eligible applicants applying jointly with an overlapping jurisdiction will designate one of the jointly applying jurisdictions as the Administrative Entity which will enter a contract with the HCFC to administer the combined allocations of the joint applicants. Applicants may only apply jointly with a Continuum of Care (CoC), large city, or county that serves an overlapping region. The Administrative Entity is required to submit a binding resolution or agreement that designates a single Administrative Entity for the combined allocations and an explanation of how the jointly applying applicants will administer the funds allocated to them pursuant to this section. This binding resolution or agreement will be signed by the authorized representatives of all applicants and submitted with the signed HHAP-3 Initial Disbursement Contract for Funding, separate from the Standard Agreement to Apply.

3. On a vote during the Central Sierra CoC (CSCoC) Governing Board of September 29, 2021 Item 9.6, the Amador Tuolumne Community Action Agency (ATCAA) was designated to be the Administrative Entity and Collaborative Applicant of the CSCoC and is responsible for responding to the NOFA and applying on behalf of the CSCoC for HHAP-3 funds.

4. I am hereby authorized, as the representative of my jurisdiction to enter into an agreement with the Administrative Entity, as part of my position within the jurisdiction.

5. I hereby accept HHAP-3 funding available to the jurisdiction which I represent, on behalf of my jurisdiction, and authorize these funds to be redirected to the CSCoC.

Attachment: Resolution Signature pages ATCAA letterhead Oct 6 2021 (RES-2021-596 : Approve Amador Tuolumne CAA Resolution and Joint

6. The jurisdiction I represent has been awarded HHAP-3 funds, and these funds shall be administered by ATCAA as the Administrative Entity. The CSCoC will administer HHAP Round 3 funds according to the processes for each of the County portions being redirected. If subcontractors will be funded, a fair and equitable Request for Proposal (RFP) process will be performed by either the CSCoC or the County. Results of the recommendations for funding will be approved by the CSCoC Governing Board prior to contracting for funds.

7. HHAP-3 funding will be used to support homeless services provided either by the County or subcontracted to agency/agencies providing such services. Eligible applicants include Continuums of Care (CoC), and the jurisdiction which I represent is a member of the Central Sierra Continuum of Care (CSCoC), which is inclusive of the following overlapping jurisdictions: Amador County, Calaveras County, and Mariposa County.

8. In the event of any dis-encumbrance from a jurisdiction I represent herein, such funds will be redirected back through CSCoC and will be distributed to my same jurisdiction through a competitive process.

9. Those projects funded with HHAP-3 funds shall submit annual reports to ATCAA. If there is a failure to provide such documentation, ATCAA may disencumber any portion of the amount authorized as stated in the HHAP-3 NOFA.

10. All contracted agencies must use the CSCoC Coordinated Entry System and Homelessness Management Information System to report all projects utilizing HHAP-3 funding.

11. HHAP Round 3 funding shall be expended on evidence-based solutions that address and prevent homelessness among eligible populations including any of the following:

Rapid Rehousing	Operating Subsidies
New & Existing Housing	Street Outreach
Service Coordination	Systems Support
Prevention & Shelter Diversion	Interim Shelter

Administrative Entity: _____

Name: _____ *Title:* _____

Signature: _____ *Date:* _____

Attachment: Resolution Signature pages ATCAA letterhead Oct 6 2021 (RES-2021-596 : Approve Amador Tuolumne CAA Resolution and Joint

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)

Resolution #2021-1 and Binding Agreement for Joint Applicants

Signature Page

Amador County

Name: _____ *Title*: _____

Signature:_____ *Date*:_____

Jurisdiction: County of _____.

HHAP-3 funds to be redirected from my jurisdiction to the CSCoC: $_____

Attachment: Resolution Signature pages ATCAA letterhead Oct 6 2021 (RES-2021-596 : Approve Amador Tuolumne CAA Resolution and Joint

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)

Resolution #2021-1 and Binding Agreement for Joint Applicants

Signature Page

Calaveras County

Name: _____ *Title*: _____

Signature:_____ *Date*:_____

Jurisdiction: County of _____.

HHAP-3 funds to be redirected from my jurisdiction to the CSCoC: $_____

Attachment: Resolution Signature pages ATCAA letterhead Oct 6 2021 (RES-2021-596 : Approve Amador Tuolumne CAA Resolution and Joint

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)

Resolution #2021-1 and Binding Agreement for Joint Applicants

Signature Page

Mariposa County

Name: _____ *Title*: _____

Signature:_____ *Date*:_____

Jurisdiction: County of _____.

HHAP-3 funds to be redirected from my jurisdiction to the CSCoC: $_____

Attachment: Resolution Signature pages ATCAA letterhead Oct 6 2021 (RES-2021-596 : Approve Amador Tuolumne CAA Resolution and Joint

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: October 26, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Appointment (Fish Camp)

RECOMMENDATION AND JUSTIFICATION:
Appoint Brett Archer to the Fish Camp Town Planning Advisory Council to fill an unexpired term which expires February 28, 2023 (Supervisor Menetrey).

Mr. Archer has expressed interest in serving on this council.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

With this action there will be no vacancies on this Council.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
It is customary that recommendations for citizens advisory appointments and re-appointments are made by the District Supervisor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not appointing interested parties to the Council may result in a lack of a quorum.
.

ATTACHMENTS:
210817 FCPAC Vacancy 1 (PDF)
210804 archer redact app (PDF)

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

Mariposa County
Planning Department

SARAH WILLIAMS
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
swilliams@mariposacounty.org
www.mariposacounty.org

NOTICE OF VACANCY ON THE FISH CAMP TOWN PLANNING ADVISORY COUNCIL

A vacancy currently exists on the Fish Camp Town Planning Advisory Council.

The purpose of the Fish Camp Town Planning Advisory Council is to create and recommend policies for the Community of Fish Camp to address issues that are important to the area.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors. Appointment terms are for two years. This appointment will be to fill an unexpired term which expires on February 28, 2023.

Members must be employed, reside, or own property within the geographic boundaries of Fish Camp Town Planning Area.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found online at:

http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=

Completed applications need to be sent to the Rene LaRoche, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338, or email: rlaroche@mariposacounty.org

Posting Locations for this notice:
Fish Camp Post Office
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Notice Date: 8/17/21 Deadline for Submission: Until Filled

Attachment: 210817 FCPAC Vacancy 1 (2021-96 : PAC Appointment (Fish Camp))

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:
Town Planning Association

Supervisorial District in which you Reside: 5

Length of Residency in the County: 28 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Brett

Last Name:
Archer

Mailing Address:
[redacted]

Email Address:
[redacted]

Are you Over 18 Years of Age:
Yes

Employment Status: Full Time

Employer's Name:
Delaware North Parks and Resorts

Employer's Address:
[redacted]

Day Telephone Number:
[redacted]

Cell Phone Number:
[redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
New General Manager of Tenaya Lodge

Please list prior/current appointments to other Boards/Commissions/Committees:
None

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/ /2013

Attachment: 210804 archer redact app (2021-96 : PAC Appointment (Fish Camp))

List any information regarding experience, training and/or education that you feel qualifies you for this position:

Not applicable

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:

My wife, Cecilia Archer, works for the Mariposa County Unified School District as the Executive Admin to the Superintedendent

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
	Days, evenings	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: 6.4.2021 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 210804 archer redact app (2021-96 : PAC Appointment (Fish Camp))

MARIPOSA COUNTY

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

MARSHALL LONG, CHAIR	**DISTRICT III**
ROSEMARIE SMALLCOMBE, VICE-CHAIR	**DISTRICT I**
TOM SWEENEY	**DISTRICT II**
WAYNE FORSYTHE	**DISTRICT IV**
MILES MENETREY	**DISTRICT V**

ACTION SUMMARY MINUTES

September 28, 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 Supervisors	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

None.

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

No public input. Supervisor Smallcombe requested clarification regarding CA12 and whether this includes the agreement with Graviton Consulting for $49,000. She also asked the CAO if he will be discussing this later during Item H.5. Dallin Kimble/County Administrative Officer responded affirmatively to both questions. Supervisor Smallcombe extended appreciation to staff for work on the grant in CA15 and thanked the steering committee.

RESULT: ADOPTED [4-0]

Minutes Acceptance: Minutes of Sep 28, 2021 9:00 AM (Items Separated from Consent)

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

EXCUSED: Miles Menetrey, District V Supervisor

CA1. **Health and Human Services RES-2021-522**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-523**

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

CA3. **Sheriff's Office RES-2021-524**

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

CA4. **Auditor RES-2021-525**

Adopt a Resolution Adopting the Tax Rate of 0.018286% (1.8286 Cents Per $100 Assessed Valuation) for the Yosemite High School Bond in the Bass Lake Elementary/Yosemite High School Tax Rate Areas of Mariposa County

CA5. **Auditor RES-2021-526**

Adopt a Resolution Adopting the Tax Rate of 0.030057% (3.0057 Cents Per $100 Assessed Valuation) for the Bass Lake Joint Elementary School District Bond in the Bass Lake Elementary/Yosemite High School Tax Rate Areas of Mariposa County

CA6. **Auditor RES-2021-527**

Adopt a Resolution Adopting the Property Tax Rate and Voter-Approved Debt Service Rates for the County of Mariposa 2021-22 Fiscal Year Secured Tax Roll

CA7. **Auditor RES-2021-528**

Designate the Method by Which Appropriation Limits Are to be Computed for the Fiscal Year 2021-22 for Each Jurisdiction as the Percentage Change in California Per Capita Personal Income in Conjunction with the Annual Percentage Change in the Population of Mariposa County

CA8. **Auditor RES-2021-529**

Adopt a Resolution Establishing Appropriation Limits for Fiscal Year 2021-22

CA9. **Board of Supervisors**

Approve the Minutes of Wednesday, September 15, 2021

CA10. **Child Support Services RES-2021-530**

Approve the Plan of Cooperation (POC) Between the Mariposa County Department of Child Support Services and the Superior Court of California,

Minutes Acceptance: Minutes of Sep 28, 2021 9:00 AM (Items Separated from Consent)

County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Plan

CA11. **Child Support Services RES-2021-531**

Authorize Child Support Services to Close Public Lobby from 12:00 PM on Thursday, October 21, 2021 and All Day Friday, October 22, 2021 to Allow for Training While Statewide Computerized Systems Are Offline

CA12. **Clerk of the Board of Supervisors 2021-82**

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 August of 2021

CA13. **Clerk of the Board of Supervisors 2021-83**

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 August of 2021

CA14. **County Counsel 2021-84**

Recognize Stephanie Topping for Her Past Service on the Mariposa County Safety Committee; Reappoint Pete Judy, Joe Lynch, and Sterling Cramer as Management Representatives; Reappoint Debbie Wass, Erick Hanneman, Jenifer Canter, Matthew Rouse, Richard Mills and Patience Good as Rank and File Representatives; and Appoint Shannon Hansen as a Management Representative and Josh Keheley as Rank & File Representative to the Mariposa County Safety Committee for Two Year Terms Expiring 9/28/2023

CA15. **District Attorney/Victim Witness RES-2021-532**

Approve the 2021-2022 County Victim Services (XC) Grant Application Administered through the State of California Office of Emergency Services (CalOES) in an Amount Not to Exceed $129,384; and Authorize the Board of Supervisors Chair to Sign the Grant Application

CA16. **District Attorney/Victim Witness RES-2021-533**

Adopt a Resolution Authorizing the District Attorney to Sign Any Amendments and Extensions to the January 01, 2022- December 31, 2022 County Victim Services (XC) Grant (Subject to Approval as to Legal Form by County Counsel)

CA17. **Health and Human Services RES-2021-534**

Approve an Agreement with Mountain Valley Emergency Medical Services Agency (MVEMSA) to Accept Authority and Responsibility as the Local EMS Agency for Mariposa County for Fiscal Year 2021-2022 in an Amount Not to Exceed $7,936.28; and Authorize the Health and Human Services Agency Director to Sign the Agreement

CA18. **Health and Human Services RES-2021-535**

Approve Reclassification of Program Assistant I/II to Program Specialist I/II in the Adult and Aging Branch, Effective Immediately

Minutes Acceptance: Minutes of Sep 28, 2021 9:00 AM (Items Separated from Consent)

CA19. **Health and Human Services RES-2021-536**

Approve Budget Action Increasing Revenue and Transfer Out Lines Within the Health and Human Services Administrative Trust Budget for Fiscal Year 2020-2021 Year End Balancing Adjustments ($327,076) 4/5ths Vote Required

CA20. **Health and Human Services RES-2021-537**

Approve a Three-Year Agreement with the Department of State Hospitals for Participation in Jail Based Competency Treatment (JBCT) Programs in an Amount Not to Exceed $918,558; Authorize the Board of Supervisors Chair to Sign the Agreement and Certifications; and Approve Budget Action Recognizing Grant Revenue for FY21/22 and Increasing Appropriations Accordingly in the Jail Budget and the Health and Human Services Agency Budget ($280,671) 4/5ths Vote Required

CA21. **Health and Human Services RES-2021-538**

Approve the 2021 Low Income Home Energy Assistance Program (LIHEAP) Agreement 21V-5570 with the California Department of Community Services and Development (CSD) in an Amount Not to Exceed $595,768 to Provide Energy Assistance Payments; and Authorize the Health and Human Services Agency Director to Sign the Agreement, Certifications, and All Subsequent Amendments (Subject to County Counsel Approval as to Form)

CA22. **HHS/Behavioral Health & Recovery Services RES-2021-539**

Approve the Third Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by $42,000 to a New Amount Not to Exceed $197,000, for Terms of July 1, 2020 through June 30, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA23. **Health and Human Services RES-2021-540**

Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency Budget to Account for Revenue to be Received from the Expansion of the ELC Enhancing Grant and Increase Appropriations Accordingly ($1,599,662) 4/5ths Vote Required

CA24. **Health and Human Services RES-2021-541**

Approve an Agreement with the University of California (UC) Davis Extension for Training Involving the Health and Human Services Agency Staff in an Amount Not to Exceed $79,050; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA25. **Health and Human Services RES-2021-542**

Approve the First Amendment to the Grant Agreement with the County Medical Services Program (CMSP) to Implement a County Adult System of Care Pilot Program; and Authorize the Health and Human Services Agency Director to Sign the Amendment

CA26. **Health and Human Services RES-2021-543**

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Decrease the Allocation of One Program Specialist I/II/III Position from 100% to 50% Permanent Part-Time Position in the Health and Human Services Agency, Public Health Branch, Effective Immediately

CA27. **HHS/Behavioral Health & Recovery Services RES-2021-544**

Approve an Agreement with Mariposa Safe Families to Carry Out Substance Abuse Prevention Activities in an Amount Not to Exceed $104,093; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA28. **HHS/Public Health RES-2021-545**

Approve a Three-Year Agreement with Patagonia Health, Inc. for an Electronic Health Record (EHR) System in a Total Amount Not to Exceed $42,213.64; and Authorize the Director of Health and Human Services Agency (HHSA) to Sign the Agreement

CA29. **Public Works 2021-85**

Receive Notification, Pursuant to the Water Agency Advisory Board (WAAB) Bylaws, of the Absence of WAAB Members from Three or More Consecutive Meetings

CA30. **Public Works RES-2021-546**

Declare the Mariposa Yosemite Hot Rod and Custom Car Show Friday Night Cruise on October 15, 2021 as a County Sponsored Event; and Waive the Encroachment Permit Fees

CA31. **Sheriff's Office RES-2021-547**

Approve First Amendment to the Statement of Work with Permitium, LLC Inc. for the Purpose of Maintaining the Digital Application Process of the Sheriff's Office Concealed Carry (CCW) Weapons Permit Program; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Departmental Presentation

Kristina Allen/Deputy Director of Public Health provided an update on the current number of COVID-19 cases and reported that there are 12 hospitalized at this time, and 13 deaths total. Dr. Allen advised that they have identified two workplace clusters and are working closely with the departments. She also advised that in 390 tests of county employees, 18 were positive. Dr. Allen also reported that there is a statewide shortage of the antigen and are ordering when they can; and reminded people that a positive test means they need to go home immediately. Dr. Allen noted that they are still testing at the Senior Center, and are looking for another place to test, possibly a drive-through testing site and that they will keep the public updated. Dr. Allen also advised of upcoming vaccine clinics on Thursdays, two sessions from 9:00 AM to 12:00 PM and 2:00 PM to 4:00 PM. Boosters are approved for people who received the second the Pfizer vaccine six months ago for ages 65 and older, 18 and older who work in high risk settings such as health care, 18 and older with underlying conditions, and 18 and older in high-risk settings such as jails and homeless camps. It is anticipated they will have approval to vaccinate 5 to 11 year olds in the next month. Dr. Allen noted that they have turned off the comments on case reporting due

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to the team experiencing an increase in harassment and threatening behaviors and staff safety comes first, but that the public can still reach them by calling in (209) 259-1332, or emailing mariposacovid19@gmail.com.; Dr. Allen advised that flu clinics start tomorrow, September 29th, and provided dates, times, locations, and age groups where applicable. Dr. Allen responded to Supervisor Sweeney advising that they will provide drive-through and walk-in clinics for booster shots. Discussion ensued between Dr. Allen and Supervisor Smallcombe regarding the flu versus COVID-19 symptoms, and the increase in RSV cases. Supervisor Smallcombe extended kudos to Public Health staff for their work.

Steve Ward/Mariposa County Fire - CAL FIRE Chief advised of a letter of award for a recent grant award and advised that he will be bringing an item back to the Board for further processing. Chief Ward also acknowledged Alan Johnson/USDA Forest Service of 40 years passed away, noting that the services are on Sunday.

F. Public Comment on Non-Agenda Items

Gary Reitsma introduced himself and his wife Margo, residents of Coulterville, and discussed illegal marijuana grows on vacant land in their area. He noted that Margo has talked to the Governor's office to try to obtain more assistance for Mariposa County. Mr. Reitsma expressed concerns for water depletion, environmental pollution, and the destruction to roads, then listed possible options for assisting such as a GoFundMe page and citizen assistance.

Marianne Huff./Northern Mariposa Visitor Center, reported that they have been tracking visitors and provided numbers and where the visitors stayed. Ms. Huff provided a handout to the Deputy Clerk of the Board and noted they explain to guests about wild animals, and recommend areas for hiking and swimming, noting that the visitors are looking for an authentic experience and they walk away with gratitude. Ms. Huff extended thanks to the Board for sponsoring the Coyote Fest and Summer Saturdays. She provided an update on the Barrett Room at the History Center noting that Jim Rhodes hosted a CDC training, and Kristina Allen came over and provided information on dealing with the public during the pandemic. Discussion ensued with Supervisor Smallcombe.

Margo Reitsma advised that she requested $400,000 from the State to hire more staff to deal with the illegal grows and that this was her continuing contribution and that she will keep on it until she gets some answers. She expressed concern for resident safety, as well as possible water depletion, and noted that she hopes to bring more awareness of the amount of illegal grows in the County.

Recess Board of Supervisors

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

G. LOCAL TRANSPORTATION COMMISSION

9:35 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all Commissioner Menetrey excused, and all others present.

Public Comment Period

None.

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LTC Regular Agenda

1. **Public Works LTC-2021-26**

Adopt a Resolution Approving the Project List for 2021/2022 for the California State of Good Repair Program

Shannon Hansen/Interim Public Works and Transportation Director presented the staff report. Ms. Hansen responded to Supervisor Sweeney noting that these are supplemental funds in addition to budgeted maintenance funds. No public input.

RESULT: **ADOPTED [4-0]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey, District V Supervisor

2. **Public Works LTC-2021-27**

Approve First Amendment to the FY 21/22 Local Transportation Commission Transportation Planning Overall Work Program with Caltrans; and Authorize the Interim Director of Public Works & Transportation to Sign the Overall Work Program Amendment

Shannon Hansen presented the staff report. No public input.

RESULT: **ADOPTED [4-0]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey, District V Supervisor

Adjourn LTC

9:38 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

9:38 AM Chair Long reconvened the Board meeting.

H. Regular Agenda Items

1. **Health and Human Services 2021-ORD-1166**

Waive the Second Reading and Adopt an Ordinance Adding Chapter 2.114 to Title 2 of the Mariposa County Code, Titled "Santa Cruz-Monterey-

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Merced-San Benito-Mariposa Multi-County Managed Medical Care Commission"

Shannon Gadd/Health and Human Services Agency Director presented the staff report. No public input.

RESULT: **ADOPTED [4-0]**
MOVER: Tom Sweeney, District II Supervisors
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey, District V Supervisor

2. **Agricultural Commissioner (ID # 12158)**

Presentation of the Annual Mariposa County Agricultural Crop & Livestock Report

Monica Nielson/Agricultural Commissioner provided the corrected 2020 Crop Report. Ms. Nielson presented a PowerPoint presentation that included 2018, 2019 and 2020 reports and noted in her presentation that it has been difficult to obtain data from some producers; the 2020 Crop Report includes an added feature of Conservation of Agriculture, which the Planning department assisted in preparing. She noted that the decrease in grape crops is due to producers retiring and smoke taint; provided an update on pest control; and noted that there are now three organic producers. No public input.

RESULT: **INFORMATION RECEIVED**

3. **Treasurer-Tax Collector-County ClerkRES-2021-561**

Approve a Five Year Agreement with RT Lawrence Corporation for Tax Bill Payment Processing in an Amount Not to Exceed $67,000; and Authorize the Board of Supervisors Chair to Sign the Agreement: Approve Budget Action Increasing the Fund Balance and Appropriations in the Tax Collectors Cost Budget in the Amount of ($40,950) for the First Years Expense

RESULT: **WITHDRAWN AND RESCHEDULED Next: 10/5/2021 9:00 AM**

Recess

9:46 AM Chair Long recessed for a brief break and reconvened at 9:51 AM.

4. **Administration/Human Resources (ID # 12180)**

Approve the Mariposa County COVID-19 Vaccination or Mandatory Testing Policy for All County Personnel, Effective Immediately

Dallin Kimble presented the staff report. Board discussion ensued. During public comment, Miles Menetrey expressed concern on the contractor's

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requirement of vaccine and testing mandates to enable them to do business with the County. Ken Melton expressed concern that some people may think they are protected after the vaccine and not aware that they can still contract COVID-19. A resident of District II expressed concerns regarding the vaccine. Ken Melton remarked on an option India is using to lessen the symptoms if an individual contracts the virus. Additional Board discussion ensued, and direction was given.

DIRECTION:
The CAO is to return next week with two policies as options, both to include clarification of contractor obligations; and one to include that all employees must test weekly, while the other is to include a provision that only requires unvaccinated employees to test weekly.

RESULT: DIRECTION GIVEN

5. **Administration RES-2021-548**

Approve Second Amendment to Agreement with Graviton Consulting Services for Out of Scope Tasks Associated with Running Payroll in September in Oracle Enterprise Resource Planning (ERP) Increasing the Amount by $75,000, to a New Amount Not to Exceed $1,729,802; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Recognizing Unanticipated Funds in General Fund Beginning Fund Balance and Transferring Funds to Cover the ERP Software Implementation Agreement ($75,000) 4/5ths Vote Required

Dallin Kimble introduced Leigh Westerlund/Assistant County Administrative Officer, who presented the staff report and advised that there is still an ongoing learning process. Luis Mercado/Auditor advised they are continuing to work on procedures for the departments and have not yet implemented the inventory portion. Supervisor Smallcombe questioned if it was not clearly defined what was needed for payroll, and if this extension of $75,000 is strictly for payroll. Ms. Westerlund responded advising that this is for payroll, noting that the focus at this time is payroll and that Oracle built what Mariposa needed and Graviton thought we would be able to make these changes, but this was not going to work so it was thrown out by Graviton and rebuilt. During public comment, Gary Reitsma expressed concern on the almost 2 million dollars for such a small county, noting that there are many other things this money could go to, and remarked that this amount could keep growing. Board discussion ensued regarding negotiations with the unions to move to a bi-weekly payroll; as to if the County will live with a contorted process; and will this be considered an implemented system at the end of this amendment and 5 months. Ms. Westerlund responded that we will want the ability to call for support and advised that this will certainly be the last amendment to the original implementation.

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

6. **County Counsel RES-2021-549**

Approve Agreement with George Hills, Inc. for General Liability Claims Administration Services for a Five-Year Period Effective October 1, 2021 through September 30, 2026; and Authorize the Board of Supervisors Chair to Sign the Agreement

Steve Dahlem/County Counsel clarified that a reference was made to an attached memorandum which was not attached and read what it would state. He also noted that the background and history should have also stated: on September 3, 2016 the Board approved the first agreement which this amends. Mr. Dahlem also advised that the signature page will be corrected to reflect signature by Chair Long. No public input.

RESULT: **ADOPTED [4-0]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey, District V Supervisor

I. Items removed from Consent Agenda

None.

J. Board Information

Information received.

K. 2:00 PM Reconvene

1. **Administration (ID # 12141)**

Discussion and Direction Regarding Broadband Deployment Efforts

Dallin Kimble presented the staff report and introduced Cole Przybyla/Tuolumne County Director of Innovation and Business Assistance, and Barbara Hayes/Chief Economic Development Officer of RCRC. Mr. Przybyla provided information on the Central Sierra Broadband Map in which through CARES ACT they received a no match grant of $500,000. Mr. Przybyla advised that they have hired 1 consultant out of Colorado and another consultant to do outreach with age 65 and older in the county. The Central Sierra Broadband Road Map will cover Tuolumne, Amador,

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Alpine, Calaveras and Mariposa counties with Tuolumne as the lead. Mr. Przybyla explained what will be covered in the plan to pursue several topics such as priorities, the underserved, General Plan amendments and fiber across county line. The consultant will provide recommendations to the five counties; will do a public outreach which will include a virtual option and create a plan to contact age 55 plus that have never been on the internet; and noted this is a six-month process in which we are in month one and at the end we will have a full document and probably additional money. Mr. Przybyla commented he is hopeful that Barbara Hayes will be able to join weekly update meetings with the consultant to ensure they are not duplicating efforts. Mr. Przybyla responded to Supervisor Sweeney advising they are not yet sure how open they want to make the weekly meeting and noted caution of the Brown Act requirements.

Barbara Hayes advised that Rural County Representatives of California (RCRC) covers and advocates for 37 counties in the State of California and provided the background on how they first got into the topic of broadband about a year ago because broadband was not being expanded into rural areas. Ms. Hayes provided a PowerPoint presentation and noted that fiber is first in their focus, they will be looking at technology for the future with the intent of broadband for all, and they want to help others with resources and partnerships to build up broadband where it is needed. Ms. Hayes provided statistics for the 26 counties that have opted into the grant and advised of the current timeline and discussed the JPA.

Public input from Steve Smallcombe included discussion on fiber including the cost recommending carefully deciding what makes sense; and discussed STI.NET, ATT and Starlink. Dan Rule of Sierratel agreed with Mr. Smallcombe that fiber is the end game, and they are committed to the County. Mr. Rule advised that they recently received a large loan and are trenching all over the county at this time. Board discussion ensued relative to a JPA coming to the Board; keeping all our opportunities available; outreach plans; data gathering; grant requirements; and the possibility of a stakeholder group. Chair Long noted that he would like a monthly or quarterly update.

RESULT: INFORMATION RECEIVED

L. Adjournment

2:51 PM Chair Long adjourned the meeting in memory of Dale Eugene Westfall, Donna Lee Peterson, Carol Anne Miller, Charles Thomas Morgan, Ellen Susan Thatcher, Francis E. Cavagnaro, Alan Morehouse, Emelda C. Faught, Inez Adrienne Terra and Angela Vanderslik Westlake.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Marshall Long
Chair, Board of Supervisors

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MARIPOSA COUNTY

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

MARSHALL LONG, CHAIR	**DISTRICT III**
ROSEMARIE SMALLCOMBE, VICE-CHAIR	**DISTRICT I**
TOM SWEENEY	**DISTRICT II**
WAYNE FORSYTHE	**DISTRICT IV**
MILES MENETREY	**DISTRICT V**

ACTION SUMMARY MINUTES

October 12, 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 Supervisors	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

None.

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

No public comment. Supervisor Long extended thanks to Public Works for the Trunk or Treat items.

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

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

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

EXCUSED: Miles Menetrey

CA1. **Health and Human Services** **RES-2021-567**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

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CA2. **Health and Human Services RES-2021-568**

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

CA3. **Sheriff's Office RES-2021-569**

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

CA4. Considered Separately from Consent

CA5. **HHS/Behavioral Health & Recovery Services RES-2021-570**

Approve a First Amendment to Agreement with Sierra Quest Human Services Foundation Modifying Specific Insurance Requirements; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **HHS/Behavioral Health & Recovery Services RES-2021-571**

Approve a First Amendment to Agreement with Quest Community Counseling Services Modifying Specific Insurance Requirements; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA7. **HHS/Behavioral Health & Recovery Services RES-2021-572**

Approve a First Amendment to Agreement with Quest Community Counseling Services Modifying Specific Insurance Requirements; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA8. **Public Works RES-2021-573**

Waive Encroachment Permit Fees and Designate the Mariposa Town Trunk or Treat as a County Sponsored Event on October 31, 2021 from 4:30 PM Until 7:30 PM

CA9. **Public Works RES-2021-574**

Waive Encroachment Permit Fees and Designate the Coulterville Trunk or Treat as a County Sponsored Event on October 29, 2021 from 7:00 PM Until 10:00 PM

CA10. **Treasurer-Tax Collector-County Clerk RES-2021-575**

Approve the Statement of Votes Cast in the 2021 Gubernatorial Recall Election as Certified to the Secretary of State on October 4, 2021

Items Considered Separately

CA4. **Board of Supervisors**

Minutes of Tuesday, October 05, 2021

Minutes Acceptance: Minutes of Oct 12, 2021 9:00 AM (Items Separated from Consent)

RESULT: **ADOPTED [3-0]**

MOVER: Wayne Forsythe, District IV Supervisors

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe

ABSTAIN: Tom Sweeney

EXCUSED: Miles Menetrey

E. Departmental Presentation

Eric Sergienko/County Health Officer noted that last week he had talked about our COVID-19 numbers going down slowly but advised that they picked up a little bit but are now leveling off, and he reminded everyone that the best options are to stay home if you sick. Dr. Sergienko also noted that active screening of students was again implemented last week at Mariposa and Woodland Elementary Schools. He also noted that there were a couple of covid-positive kids at the homecoming dance, but that the event had been moved outdoors which may have limited the number of transmissions. He also reported that they are still seeing an increase in hospitalizations, and that there are currently more Mariposa residents in the hospital than at any other time during the pandemic, and noted that there was a death this weekend with a potential covid link. Dr. Sergienko also reported on the number of vaccinations and covid tests completed during the last week.

Kari Kisella/Mariposa Chamber of Commerce reported on the upcoming car show to be held from 9:00 AM to 3:00 PM on Saturday at the Fairgrounds, and invited everyone to attend.

René LaRoche/Clerk of the Board reported that the first draft of the committee policy, that the Board directed in August be developed, has been completed and sent to administering departments for feedback; and that a second draft, which will encapsulate any staff changes, will be sent to committee chairs afterwards, with the final policy expected to come back before the Board in mid-to-late November. She also reported on redistricting and discussed the release of the Statewide Redistricting Database on September 20th, the statutory three week waiting period before draft maps may be released, and advised that staff is expecting to release draft maps for the local redistricting process later today, or no later than tomorrow. Ms. LaRoche also discussed the importance of public feedback, noting that the Board will consider the draft maps on Monday, November 1st at 6:00 PM, with the second consideration and selection of a final map on Tuesday, November 2nd at 2:00 PM, to be followed by ordinance introduction on November 23rd and ordinance adoption on December 15th, which will be one week before the mandated deadline of December 15th. She advised people to sign up for the News Flash notifications by clicking on the “Stay Connected” icon on the bottom of any County webpage, then by choosing “Other Notification Lists,” and finally “County News” from the News Flash category. She also apologized for the tight timeline, noting that we were, unfortunately, thrust into that situation by the very late delay of the redistricting information and our statutorily-required completion date.

Kari Kisella noted that at a previous meeting she had talked about the second

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banner poles by Happy Burger and reported that it is pending a pole test, but that she needs to find out from PG&E who they use when they outsource testing of their poles.

F. Public Comment on Non-Agenda Items

None.

G. Regular Agenda Items

1. **Health and Human Services RES-2021-576**

Approve a Five-Year Memorandum of Understanding (MOU) with Alliance for Community Transformations to Work Together to Provide Homeless Youth Emergency Services and Housing in Mariposa County; and Authorize the Health and Human Services Agency Director to Sign the MOU

Shannon Gadd/Health and Human Services Agency (HHSA) Director gave the staff report.

RESULT:	**ADOPTED [4-0]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
EXCUSED:	Miles Menetrey

2. **HHS/Social Services RES-2021-577**

Approve a Memorandum of Understanding (MOU) with Alliance for Community Transformations to Work Together to Provide Assistance for Homeless Youth in Mariposa County; and Authorize the Health and Human Services Agency Director to Sign the MOU

Shannon Gadd gave the staff report. No public input.

RESULT:	**ADOPTED [4-0]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Tom Sweeney, District II Supervisors
AYES:	Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
EXCUSED:	Miles Menetrey

H. Items removed from Consent Agenda

None.

I. Board Information

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Information received.

J. Adjournment

9:33 AM Chair Long adjourned the meeting in memory of Buck Cregger, Lucille Apcar, Jerry Kay Red, William (Bill) Baldwin Gorton, Tony Lee Dukes, Beverly Pinkerton, and Stephanie Ann Augsburger.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Oct 12, 2021 9:00 AM (Items Separated from Consent)

MARIPOSA COUNTY

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

MEETING: October 26, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Handouts from Departmental Presentation Portion of the October 26, 2021, Meeting

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Handouts from the Departmental Presentation Portion of the October 26, 2021, Meeting:

- Juvenile Justice & Juvenile Delinquency Prevention Commission Annual Report, dated September 20, 2021, received from Helene Halcrow.

ATTACHMENTS:
2021 Juvenile Justice Commission Report (PDF)

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY
JUVENILE JUSTICE DELIQUENCY PREVENTION COMMISSION

P.O. Box 76, Mariposa, CA 95338
Office: (209) 966-3612 Fax: (209) 742-5961

Chairperson, Helene Halcrow

September 20, 2021

Mike Fagalde-Presiding Judge
Mariposa County Superior Court
P.O. Box 28
5088 Bullion Street
Mariposa, CA 95338

Pete Judy-Chief of Probation
Mariposa County Probation
P.O. Box 76
5091 Bullion Street
Mariposa, CA 95338

Marshall Long -Chair
Mariposa County Board of Supervisors P.O. Box 784
5100 Bullion Street
Mariposa, CA 95338

Fresno Licensing Program
Licensing Program Manager
770 East Shaw Ave., Suite 330, MS 29-02
Fresno, CA 93710

State of California Corrections
Standard and Authority
600 Bercut Drive
Sacramento, CA 95814

July 1, 2020 thru June 30, 2021 Annual Report
Juvenile Justice & Juvenile Delinquency Prevention Commissions

We are governed by our 2010 revised and established By-Laws, Policy/Procedures, and Goals/ Objectives requiring that the Chairman of our Commission submit annually a summary of our activities to the above. This also is defined in the California State law "Welfare and Institutions Code" sections "225-231 Sovereign the Commission". Our responsibilities are to inquire into the administration of Juvenile Court Law in Mariposa County. Although our responsibilities are broad they are limited by the scope of the Welfare and Institution Code. Our duties require that we inquire into all activities surrounding the administration of Juvenile Justice both delinquent and dependent children. Also, we are required to conduct annual inspections of all the facilities used to detain juveniles within Mariposa County.

Attachment: 2021 Juvenile Justice Commission Report (12401 : Handouts from Departmental Presentation Portion of the October 26, 2021,

MARIPOSA COUNTY
JUVENILE JUSTICE DELIQUENCY PREVENTION COMMISSION

P.O. Box 76, Mariposa, CA 95338
Office: (209) 966-3612 Fax: (209) 742-5961

The following are current members of our Juvenile Justice and Juvenile Delinquency Commissions:

Lauren Elmore
Elaine Vastbinder
Tyson Wellcome
Officer Mike Charman
Helene Halcrow
Grace Marble
Kelley S. McClard
Donald Smith
Monica Martinez
Lori Vegely
Clay River

Below is a list of Mariposa County Juvenile Justice and Mariposa County Juvenile Delinquency Prevention Commission members accomplishments for the physical year of 2020/2021.

MARIPOSA COUNTY JUVENILE JUSTICE COMMISSION ASSIGNMENTS COMPLETED FOR 2020/2021:

- Several commissioners attended Juvenile Justice Court hearings throughout the year as was approved by the presiding Judge.
- The commission continued to meet throughout the COVID pandemic over zoom. As a result of the pandemic, we were not able to fulfill all of our annual objectives and goals. For example, our on-site group home inspection was again not completed.
- An assigned committee inspected the Mariposa County Juvenile Detention Facility /Premises.
- We added three adult Commissioners that were approved and sworn in by the presiding Judge.
- We established a new Community Outreach Committee to increase awareness about the JJC with Mariposa county citizens, including through our presence at appropriate community events
- The Community Outreach Committee established a $500 fund to purchase necessary school items for Mariposa county children, two of our members prepared and gave 400 writing pen bundles in July and August; all well within our budget.
- We inquired and received information about The Mariposa County Homeless Task force, and are grateful to the Health and Human Services Department.
- We showed appreciation to our Mariposa County Probations Department with the baking and delivery of treats on Valentine's Day, a new tradition we hope.
- The commissioners accomplished the majority of their goals and objectives. They donated countless hours of their time toward this mandated commission. They are to be commended for all of

Attachment: 2021 Juvenile Justice Commission Report (12401 : Handouts from Departmental Presentation Portion of the October 26, 2021,

MARIPOSA COUNTY
JUVENILE JUSTICE DELIQUENCY PREVENTION COMMISSION

P.O. Box 76, Mariposa, CA 95338
Office: (209) 966-3612 Fax: (209) 742-5961

their time and effort adhering to this mandated commission.

- We awarded two scholarships to high school students to use toward furthering their education.
- Copies of each meeting agenda, the minutes of each of our meetings, and inspection reports are at the Mariposa County Juvenile Hall in a locked file for authorized personnel to review at any time.

Sincerely,

Helene Halcrow
Juvenile Justice Commission Delinquency Prevention Chairperson
5091 Bullion Street
Mariposa, CA 95338

Attachment: 2021 Juvenile Justice Commission Report (12401 : Handouts from Departmental Presentation Portion of the October 26, 2021,

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: October 26, 2021

TO: The Board of Supervisors

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

RE: Mariposa County Pedestrian Sidewalk Connectivity Plan Grant

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RECOMMENDED ACTION AND JUSTIFICATION:
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).

This grant would support the creation of a sidewalk inventory and assessment. The County lacks an inventory of existing sidewalk improvements to establish a baseline of what facilities contain gaps or are non-compliant with ADA standards. After the data is collected and mapped, a ranking and prioritization of sidewalks, crosswalks and curb ramp projects across the County will be developed to better inform decision makers on how to plan and budget. The County is working towards removing obstacles to create an equitable transportation system that includes sidewalks that are universally accessible and connect residents to vital daily needs

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County's Bicycle and Pedestrian Plan was last approved in 2011. The Sidewalk Connectivity Plan shares many of the same goals as the prior plan to make the County more safe, comfortable, convenient for pedestrians. The proposed inventory and assessment will include a more detailed analysis using guidelines from the U.S. Access Board, DOJ, FHWA, and Caltrans to verify the County's pedestrian facilities are accessible for everyone.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Failure to approve this action would result in the loss of a funding opportunity. The County is obligated to satisfy federal regulations specified in the American with Disabilities Act (ADA) with regards to its public right-of-way including sidewalks, crosswalks, and curb ramps. Alternative funding sources would need to be requested

FINANCIAL IMPACT:
If awarded the Sustainable Transportation Planning Grant Mariposa County would recieve reimbursement at a rate of 88.53% with a Local Share of 11.47% The local share would be satisfied by staff time.

Local Transportation Commission

ATTACHMENTS:
Grant Narrative (PDF)
Resolution (PDF)

RESULT: WITHDRAWN

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

PART G. APPLICATION NARRATIVE

FY 2022-23

Project Information	
Organization (legal name)	Mariposa County
Project Title	Mariposa County Pedestrian Sidewalk Connectivity Plan
Project Area Boundaries	Countywide

Application Narrative

1. **Project Description (10 points)**
   Briefly summarize project in a clear and concise manner, including why the project is necessary, major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. **Do not exceed the space provided.**

Mariposa County will prepare a comprehensive Pedestrian Sidewalk Connectivity Plan. The County lacks an inventory of existing sidewalk improvements to establish a baseline of what facilities contain gaps or are non-compliant with ADA standards. The County will inventory the presence and conditions of sidewalks throughout the County's town areas. A network of planned and missing sidewalks and curb ramps will be identified to establish priorities for funding and construction. The data collected will include sidewalk damage, barriers, slopes/grades, gaps, bus stops, curb markings, parking restrictions, and right-of-way constraints. This data will fulfill one of the primary tasks required in the County's ADA Transition Plan. The County will conduct community outreach to provide opportunity for people outside of the agency, people with disabilities, and other interested individuals and organizations to review and comment on the plan. The goal is to generate more pedestrian activity that is inclusive and accessible throughout the County's schools, transportation corridors, and key business destinations.

Attachment: Grant Narrative (12275 : Mariposa County Pedestrian Sidewalk Connectivity Plan Grant)

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

2A. Project Justification (15 points)

- Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies
- List the ramifications of not funding this project
- Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.)
- Competitive applications support the need for the project with empirical data
- Describe how this project addresses issues raised
- Define the public benefit
- Explain how the public was involved with identifying issues
- Describe the impact of not funding the project
- **Do not exceed the space provided**

The purpose of this project is to fix deficiencies in the County's pedestrian network within the town areas. An unsuccessful Sustainable Communities Grant application was submitted for a countywide ATP to replace a 2011 Bike & Pedestrian Plan. This application has been refined to break down that larger ATP scope-of-work and concentrate efforts into creating a manageable and focused project to collect sidewalk data, map out missing sidewalks, crosswalks and ramps and develop a plan to promote pedestrian connectivity. There have been recent complaints from the community experiencing barrier issues in the public right-of-way. The County is committed to making sure that all people have the same rights and opportunities to travel along the public right-of-way and bring its entire infrastructure into compliance with State and Federal ADA standards. The Pedestrian Sidewalk Connectivity Plan will aid in the transition to full compliance by identifying physical access barriers on the sidewalks and propose a schedule and budget for removal of those barriers. Sidewalks will be inspected according to the Public Rights-of-Way Access Guidelines (PROWAG) developed by the US Access Board. In addition to accessibility, this project will enable the County to understand the scope and extent of sidewalk needs for other programs such SRTS and transit.

The County consists of a series of low-density older, rural town areas and faces all the active transportation challenges of a predominately agricultural and mountainous region. Sidewalks are limited and in modest to poor condition. Deficiencies in the town areas coincide with the severely disadvantaged. The County has more seniors, persons with disabilities and people living at or below the poverty line than the state average. The median household income of Mariposa County is lower than the median household income statewide ($48,820 versus $80,440) and the median household income is lower in the Mariposa town area than in Mariposa County ($27,454 versus $48,830). Many of County's sidewalk ramps do not meet modern ADA standards. Many of the sidewalks have no ramps leading to street intersections. Tripping hazards are more dangerous to the elderly, who risk serious injury from falls, and to those with visual impairment and other disabilities.

Attachment: Grant Narrative (12275 : Mariposa County Pedestrian Sidewalk Connectivity Plan Grant)

2A. Project Justification (continued)

In addition to accessibility enhancements and barrier removal, the Connectivity Plan will enhance the County's transit services by looking at closing gaps to improve transit services. The plan will look at the first mile/last mile at transit stops. The plan will also study gaps with school partners and unsafe conditions will be evaluated near key business destinations. According to the last Regional Transportation Plan survey, pedestrians felt unsafe walking on local roads and noted concerns with missing sidewalks, poor conditions of existing sidewalks, and lack of safe crossings, particularly in the Mariposa town area. After completing the inventory, construction priority will be assigned where residents rely on walking for daily utilitarian trips. This plan will also help identify which projects the County can fund independently versus projects that may be better suited for ATP or RTIP. Without funding this project, the County will not have enough resources to complete this vital program. The County risks being out-of-compliance with Title II of the ADA.

Equity in transportation provides opportunities to residents with limited means and access to vehicles. Without a comprehensive view of the existing sidewalk network needs, it's impossible for the County to holistically or equitably determine which sidewalk projects to prioritize, or what the actual resources needed will be to address this problem. By completing this work, the County will be able to prioritize sidewalk gap closures and repairs in the town areas where residents rely on walking for daily trips most often, which will help enhance safety, connectivity, and accessibility for those residents.

Attachment: Grant Narrative (12275 : Mariposa County Pedestrian Sidewalk Connectivity Plan Grant)

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

2B. Disadvantaged Communities Justification (5 points) - Do not exceed the space provided

- Explain how the project area or portions of the project area are defined as a disadvantaged community, including Native American Tribal Governments and rural communities
- Explain how the proposed project addresses the needs of the disadvantaged community
- Describe how disadvantaged communities will benefit from the proposed planning project
- The tools in Grant Application Guide, Appendix A, are intended to help applicants define a disadvantaged community. Cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool

The project would be conducted countywide across all the town areas, however the greatest gaps and deficiencies predominately occur in Census tracts 1.01 and 2. The 2019 ACS 5-Year estimates are 34,363 and 39,719 for tracts 1.01 and 2, respectively. Both tracts are below the median household income and are disadvantaged. The CalEnviroScreen for tract 1.01 is 59%. The project will include looking at gaps and deficiencies around schools. Mariposa Elementary School is 78.9% eligible for FRPM. The Mariposa town area is the center of commerce and government within the County and is also a disadvantaged community. This neighborhood would receive the greatest benefit from the project, enabling the County to resolve sidewalk gaps and connectivity needs here first.

2C. Disadvantaged Communities Engagement (5 points) - Do not exceed the space provided

- Describe how the proposed effort would engage disadvantaged communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving disadvantaged communities
- Describe how disadvantaged communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation. See Grant Application Guide, Appendix A, for best practices in community engagement

Several engagement methods are proposed with a special focus on children, ADA accessibility and seniors. A working group made up of representatives from different agencies will meet several times to discuss the inventory process, the ranking system, and expected outcomes of the project. Disabled community members will be solicited to gain insight into accessibility issues. This exercise will identify many barriers to accessibility: missing or poorly maintained sidewalks and ramps, misplaced utility poles and signs, steep-sloped driveways, sandwich signs, and vehicle parking encroachment.

Walk audits will be used to gather information about sidewalk conditions, engage community members, and provide community feedback to the planners. Mailers and Newspaper ads will direct residents to a website where they may submit comments. The County will hold multiple community meetings to listen and understand the most important connectivity issues in the network and develop meaningful solutions. Popup sidewalk events will solicit community feedback in the field.

Attachment: Grant Narrative (12275 : Mariposa County Pedestrian Sidewalk Connectivity Plan Grant)

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

3. Grant Specific Objectives (Total 35 points)
Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-G below, as applicable:

- Caltrans Strategic Management Plan
- California Transportation Plan (CTP)
- Modal Plans that Support the CTP
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure

3A. Grant Specific Objectives (5 points) - **Do not exceed the space provided**

- Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable)
- Demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc.
- Explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns (Reference Grant Application Guide, Chapter 2.2, for example project types)

Sidewalks are one of the most fundamental components necessary to support an integrated smart mobility network that connects housing, employment, education, social and recreational community needs. The primary focus of this project will be in Mariposa town area where both significant concentration of affordable housing is located, as well as vacant land that is targeted for infill development along the commercial corridor. According to the County's 2018 Housing Program Implementation Strategy, new housing is recommended within the Mariposa town area to meet workforce needs and the needs of special populations, where infrastructure and services are more readily available. A prioritized sidewalk program that addresses sidewalk gaps and deficiencies will encourage residents to walk for more trips. These improvements will then help to incentivize development in these key opportunity areas for the County.

Attachment: Grant Narrative (12275 : Mariposa County Pedestrian Sidewalk Connectivity Plan Grant)

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

3B. Grant Specific Objectives (5 points)- **Do not exceed the space provided**

- Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)

This project would enable the County to establish its first sidewalk inventory and investment strategy to begin closing sidewalk gaps and enabling a greater shift to walking for short trips while making those who are already walking safer. The County has made development of alternative modes of travel for reducing GHG/VMT a priority with projects like the Mariposa Creek Parkway. The most recent Short Range Transit Plan contemplates a Long-Term Fixed-Route transit service in the town of Mariposa. It would connect multiple origins and destinations within the town (DHHS, senior housing, hospital, pharmacies, park & ride and rest stop facilities, grocery shopping, bank and post office services, library, courts and utility offices, parks, shelters and social services, and retail and employment locations). Sidewalks must be constructed and barriers removed for the transit loop to be more viable. These are walking trips for utilitarian purposes (i.e. as a mode of travel to a destination) that will have a direct impact on VMT and GHG.

3C. Grant Specific Objectives (5 points) - **Do not exceed the space provided**

- Explain how the proposal supports other State goals, including but not limited to:
  - State Planning Priorities (Government Code Section 65041.1)
  - Climate Adaptation Goals (Safeguarding California)
  - Goals and Best Practices cited in the 2017 RTP Guidelines, Appendices K and L

The State has prioritized the provision of a sustainable transportation system that is safe, sustainable, accessible, and helps reduce GHG emissions. This project addresses the most fundamental element to reach these goals by planning for a safe, contiguous sidewalk network for all.
Climate Adaption Goals are consistent with the State, regional and local climate initiatives. A complete sidewalk network supports increased mode shifts to walking, biking, and using transit. When assessing gap projects that will require unique drainage solutions, the County will evaluate sustainable storm water treatments that can make the projects more cost effective and provide climate adaption benefits.
Consistent with these goals and best practices, the proposed project recognizes that transportation is a key social determinant of community health which impacts the economy, access to essential destinations, and safety. Sidewalks can help reduce pedestrian injuries, encourages more walking and helps activate neighborhoods ("eyes on the street")

Attachment: Grant Narrative (12275 : Mariposa County Pedestrian Sidewalk Connectivity Plan Grant)

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

3D. Grant Specific Objectives (5 points) - **Do not exceed the space provided**

- Explain how the proposal encourages stakeholder involvement
  - List the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies)
  - Explain how stakeholders will be involved throughout the project

Stakeholders will be divided into multiple categories: Users, Community Service Organizations, NGOs, Local Agencies, State and Federal Agencies, and Businesses. The project team will engage the school district to gather information about their specific needs. These entities will provide the technical assistance and volunteer resources to assist the County in completing walking audits and community outreach to ensure hard to reach residents have an opportunity to provide input by leveraging their existing channels of communication.

3E. Grant Specific Objectives (5 points) - **Do not exceed the space provided**

- Explain how the proposal involves active community engagement
- Describe the specific public outreach methods/events that will be employed in the project
- Explain how public input will inform the project
- Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort

After completing the data collection, an interactive map on the County's website will be prepared highlighting the scope and extent of the deficiencies. Community members will be asked to participate in the development of the criteria and priorities. A survey will be created to provide specific information about where people are going, where gaps exist in the system and concerns about existing sidewalks. Pop up sidewalk intercepts will ensure the County receives qualitative resident experiences to further prioritize projects with the greatest impact for improving the County's disadvantaged communities. The opportunity for the disabled community to participate in developing of the priorities is an integral part of the process. The dissemination of information and requests for comments will take place through the Board of Supervisors, newsletters, and Facebook.

Attachment: Grant Narrative (12275 : Mariposa County Pedestrian Sidewalk Connectivity Plan Grant)

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

3F. Grant Specific Objectives (5 points) - **Do not exceed the space provided**

- Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Objectives (Grant Application Guide, Chapter 1.2): Sustainability, Preservation, Accessibility, Safety, Innovation, Economy, Health, and Social Equity, as applicable

Sustainability: A connected pedestrian network will shift people towards walking, biking and using transit that will contribute to reduced VMT and GHG emissions.
Preservation: Addressing sidewalk gaps, deficiencies and maintenance needs ensures the County can maximize the useful life of each sidewalk and preserves existing rates of walking.
Accessibility: The plan will identify sidewalks to be constructed and barriers to be removed on existing sidewalks for accessibility to transit services, parks, schools, and job site that lack safe connectivity.
Safety: Sidewalks will eliminate exposure to vehicles and enhance user comfort.
Innovation: The project prioritization will include ADA barriers, SRTS, equity as key criteria.
Economy: A connected pedestrian network enables easier access to businesses and incentives infill.
Health: safe contiguous sidewalks encourage increased physical activity and access for all users.
Social Equity: The project will focus on rectifying sidewalk deficiencies in the County's more severe disadvantage communities.

3G. Grant Specific Objectives (5 points) - **Do not exceed the space provided**

- Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements. Applicants should discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort

This project effort will culminate with the identification of sidewalk priorities that integrate into the County's other transportation planning documents including the Regional Transportation Plan, Short-Range Transit Plan, LRSP, and a Yosemite Integrated Mobility and Housing Strategy. This project would lay the groundwork necessary for the County to proceed directly into the design and construction of sidewalk gap closures, repairs and maintenance prioritized through this planning process. The County has identified this program as a candidate to receive future SB1 funds, however, this plan needs to be completed in order to begin implementation. Upon completion of the sidewalk inventory, assessment and subsequent project prioritization, the County would be able to invest in the top prioritized sidewalk projects immediately to remove barriers out of the right-of-way. This plan will also improve the County's access to future cycles of ATP and other State and Federal funding.

Attachment: Grant Narrative (12275 : Mariposa County Pedestrian Sidewalk Connectivity Plan Grant)

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

4.	**Project Management (Total 30 points)** See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website: https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants
4A.	Scope of Work (15 points)
4B.	Cost and Schedule (15 points)

Attachment: Grant Narrative (12275 : Mariposa County Pedestrian Sidewalk Connectivity Plan Grant)

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION

RESOLUTION NO. LTC _____

A RESOLUTION AUTHORIZING THE LTC EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE PEDESTRIAN SIDEWALK CONNECTIVITY PLAN

WHEREAS, the Mariposa County Local Transportation Commission is eligible to receive Federal and/or State Funding for certain transportation planning related plans, through the California Department of Transportation; and,

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program; and,

WHEREAS, the Mariposa County Local Transportation Commission wishes to delegate authorization to execute these agreements and any amendments thereto;

NOW THEREFORE, BE IT RESOLVED by the Mariposa County Local Transportation Commission, authorize the LTC Executive Director to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the Mariposa County Local Transportation Commission this 26th day of October, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Marshall Long, Chair
Mariposa County Local Transportation Commiss

ATTEST:

_____
RENE LAROCHE, Clerk of Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM, County Counsel

Attachment: Resolution (12275 : Mariposa County Pedestrian Sidewalk Connectivity Plan Grant)

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: October 26, 2021

TO: The Board of Supervisors

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

RE: Approve the 2022 RTIP Priorities

RECOMMENDATION AND JUSTIFICATION:
Approve the Priorities for the Development of the 2022 Regional Transportation Improvement Program (RTIP) for inclusion in the 2022 State Transportation Improvement Program (STIP).

The 2022 STIP fund estimate indicates Mariposa's un-programmed share is $5,657,000.

The RTIP is used by the State to program road improvement funds for state highway and regional road improvements, in the form of the State Transportation Improvement Plan (STIP). Projections for funding availability are summarized by the attached 2022 STIP Estimates. These projects will be programmed in the Fiscal Year 2025-26 and Fiscal Year 2026-27.

Programming must be based on the goals, objectives, and standards in the County's Regional Transportation Plan (RTP) and STIP Guidelines. Staff recommends the LTC move forward with the attached list of projects in the development of the 2022 RTIP.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The STIP is a biennial 5-year plan adopted by the California Transportation Commission (CTC) for future allocations of state transportation funds. A portion of the funds are for regional highway and transit improvements. Each region, after consultation with Caltrans, must adopt and submit its plan to the CTC and Caltrans for incorporation into the STIP by December 15th of each odd-numbered year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the LTC fail to provide an RTIP to the CTC, the Commission will assume there are no unmet needs and reprioritize funds to other regions.

FINANCIAL IMPACT:
Future STIP Funds will increase the total county budget.

Local Transportation Commission 2021-28

ATTACHMENTS:
2022 STIP Fund Estimate (PDF)
STIP2022 Priorities (PDF)

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

Table 3 - Calculation of New Programming Targets and Shares - Total Target

($ in thousands)

County	Net Carryover		2022 STIP Share through 2026-27			
	Unprogrammed Balance	Balance Advanced	Formula Distribution	Add Back Lapses 2019-20 & 2020-21	**Net Share (Total Target)**	Net Advance
Alameda	0	0	22,035	0	**22,035**	0
Alpine	0	(673)	659	0	**0**	(14)
Amador	4,997	0	1,495	0	**6,492**	0
Butte	6,484	0	4,403	0	**10,887**	0
Calaveras	510	0	1,787	0	**2,297**	0
Colusa	3,283	0	1,183	0	**4,466**	0
Contra Costa	31,090	0	15,118	14,800	**61,008**	0
Del Norte	0	(6,714)	1,099	0	**0**	(5,615)
El Dorado LTC	2,256	0	3,062	0	**5,318**	0
Fresno	5,750	0	16,670	0	**22,420**	0
Glenn	962	0	1,239	105	**2,306**	0
Humboldt	482	0	4,443	0	**4,925**	0
Imperial	1,401	0	7,879	0	**9,280**	0
Inyo	0	(15,443)	6,153	0	**0**	(9,290)
Kern	0	(8,573)	22,452	0	**13,879**	0
Kings	0	(9,093)	3,296	0	**0**	(5,797)
Lake	81	0	1,934	0	**2,015**	0
Lassen	454	0	2,832	0	**3,286**	0
Los Angeles	0	(135,991)	133,672	0	**0**	(2,319)
Madera	0	(6,559)	3,067	0	**0**	(3,492)
Marin	0	(22,406)	4,131	0	**0**	(18,275)
Mariposa	4,499	0	1,158	0	**5,657**	0
Mendocino	1,099	0	4,191	0	**5,290**	0
Merced	496	0	5,472	0	**5,968**	0
Modoc	0	(688)	1,512	35	**859**	0
Mono	118	0	4,571	435	**5,124**	0
Monterey	0	0	7,873	1,100	**8,973**	0
Napa	0	(19,683)	2,724	0	**0**	(16,959)
Nevada	840	0	2,343	0	**3,183**	0
Orange	0	(16,600)	41,195	0	**24,595**	0
Placer TPA	0	(21,476)	5,706	0	**0**	(15,770)
Plumas	34	0	1,685	0	**1,719**	0
Riverside	0	0	35,968	0	**35,968**	0
Sacramento	0	(3,752)	20,919	0	**17,167**	0
San Benito	0	(6,779)	1,451	0	**0**	(5,328)
San Bernardino	0	(2,890)	41,832	0	**38,942**	0
San Diego	10,014	0	47,293	0	**57,307**	0
San Francisco	1,548	0	11,202	0	**12,750**	0
San Joaquin	0	(7,652)	11,361	0	**3,709**	0
San Luis Obispo	0	0	8,341	0	**8,341**	0
San Mateo	3,612	0	11,415	300	**15,327**	0
Santa Barbara	0	(2,220)	9,374	0	**7,154**	0
Santa Clara	3,632	0	26,162	2,300	**32,094**	0
Santa Cruz	0	0	4,522	0	**4,522**	0
Shasta	0	0	4,822	0	**4,822**	0
Sierra	4,216	0	803	0	**5,019**	0
Siskiyou	0	(600)	3,327	0	**2,727**	0
Solano	0	(29,263)	6,854	0	**0**	(22,409)
Sonoma	231	0	8,423	0	**8,654**	0
Stanislaus	0	0	8,394	0	**8,394**	0
Sutter	9,149	0	1,931	0	**11,080**	0
Tahoe RPA	0	(1,592)	956	0	**0**	(636)
Tehama	751	0	2,464	0	**3,215**	0
Trinity	742	0	1,749	0	**2,491**	0
Tulare	0	(8,409)	10,384	0	**1,975**	0
Tuolumne	0	(110)	1,929	0	**1,819**	0
Ventura	67,789	0	13,882	0	**81,671**	0
Yolo	4,545	0	4,047	0	**8,592**	0
Yuba	10,919	0	1,482	0	**12,401**	0
Statewide Regional	181,984	(327,166)	638,326	19,075	**618,123**	(105,904)
Interregional	0	(39,222)	212,774	4,637	**178,189**	0
TOTAL	181,984	(366,388)	851,100	23,712	**796,312**	(105,904)

Statewide SHA Capacity	**1,353,697**
Statewide PTA Capacity	**(557,385)**
Total	**796,312**

Attachment: 2022 STIP Fund Estimate (LTC-2021-28 : Approve the 2022 RTIP Priorities)

Share Thru 26/27 5657

District	Projects	Description	Prior	22/23	23/24	24/25	25/26	26/27
5	Indian Peak - Overlay Pavement	Oak Grove to Hirsch 0.93 mi x 20 ft						790
5	Indian Peak Bridge - Widen deck on bridge over Italian Creek							635
3	Old Toll Rd - Overlay Hornitos Rd and PM 15.20	0.68 mi x 26 ft 2.55 mi x 20 ft					1500	
	~~Merced Falls - Overlay PM 10.00-12.50 2.5 Miles~~	Merced Falls Rd. Countyline to Countyline 9.04 mi x 22 ft wide	25	905 (Previously Programmed)				
2	Merced Falls Cape Seal - 9.04 Miles			695 (Augmentation)				
4	Joe Howard Sidewalk Improvement	from Sierra Gardens to PD Quick Complex						247
1	E. Whitlock Rd	Colorado Rd. to Black Oak Ridge Rd. 1.20 mi x 22 ft wide						950
5	Harris Rd Bridge - Adjacent to Ponderosa Basin Chapel							770
	Planning, Programming, and Monitoring		35	35			35	35

Total Fund Balance Less New 2022 Programming $0

2021 COVID STIP Supplement	
Indian Peak Bridge Preliminary Engineering	$ 100,000.00
Harris Cutoff Bridge Preliminary Engineering	$ 160,334.00
Joe Howard Preliminary Engineering	$ 70,000.00
	$ 330,334.00

Attachment: STIP2022 Priorities (LTC-2021-28 : Approve the 2022 RTIP Priorities)

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2021-597

MEETING: October 26, 2021

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Approve Agreement with NBS to Provide Consulting Service of Fire Inpsector Development Fee Schedule

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RECOMMENDATION AND JUSTIFICATION:
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.

The County Fire Prevention Inspector I and II have primary responsibility to performs a wide variety of fire, life safety inspections, weed abatement, brush clearance, and education for all state mandated sites throughout the county including but not limited to schools, hotels, motels, assembly halls, churches, day care homes, pre-schools, and mental care facilities. Inspects residential, commercial buildings, and new construction in a thorough manner and accurately detects fire hazards and deviations from fire codes and standards. Assess conformity to California Fire Code, National Fire Protection Standards, Mariposa County Ordinances, and all other State and local fire life safety codes. Conducts annual license and permit inspections as assigned, reviewing applications, new and remodel construction plan review as it pertains to Title 19 fire protection, alarms systems, and access/egress for emergency fire equipment, issuing permits and performing inspections related to encroachments, new construction, public infrastructure, code enforcement, and food handling, to name just a few.

Currently fees are collected from permit applicants and other users that directly benefit from the services they are receiving. Collected fees are intended to offset the costs incurred in providing these services. Fees collected through the Building Department for County Fire are based on the County's adopted Fee Schedules. However, there is no specific Fee Schedule for Fire Prevention Inspector I or II and any fee that are collected for services provided by Fire Prevention Inspector are done under the Building Department Fee Schedule.

The goal of County Fire Prevention Inspector fees schedules is to collect fees that fairly and equitably recover the different services costs incurred by the County. The structure in which the County is organized to provide land prevention services has changed with the development of a Fire Prevention and Inspection program. There are some services provided today that were not provided at all for which no fees have been established in the fee schedules. Because fee schedules have not been comprehensively reviewed and updated for the Fire Prevention Inspector Position, it is anticipated that new fees will likely be required to meet the goal of

supporting and compensating Fire Prevention Inspector position and expanding prevention/inspection program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has utilized the services of NBS in the past for FEE schedule consultation and development with positive feedback on their services provided.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement and continue to utilize a flat fee billed through Mariposa County Building fee schedule for all the different services and associated time frames provided through the Fire Prevention Inspector program.

FINANCIAL IMPACT:
Funding of this service will be paid from approved County Fire budget proffesional services line $12,695

ATTACHMENTS:
NBS Agreement 2021 (PDF)
InsuranceCertificate (3) (PDF)

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

AGREEMENT FOR FIRE PREVENTION FEE STUDY

THIS AGREEMENT ("Agreement") is made and entered into this 1 day of November, 2021 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and NBS Government Finance Group ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or October 25, 2022, whichever is earlier.

2. SERVICES

Contractor shall perform a Fire Prevention Fee Study as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $12,695.00. Contractor's hourly rates are listed in Exhibit A, "Scope of Work." County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: NBS Agreement 2021 (RES-2021-597 : Approve Agreement with NBS to Provide Consulting Service of Fire Inpsector Development

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

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(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an

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employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

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

CONTRACTOR:
Michael Rentner
President & CEO

COUNTY:
Steven Ward, Division Chief
County of Mariposa
4802 Highway 140
Mariposa, CA 95338

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12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

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but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

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23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

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28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	Michael Rentner President&CEO

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870 Market Street, Suite 1223
San Francisco, CA 94102
Toll free: 800.434.8349

www.nbsgov.com

July 7, 2021

Steven Ward
Division Chief Operations 4203
Mariposa County Fire Department
4802 Highway 140
Mariposa, CA 95338

RE: Proposal for a Fire Prevention Fee Study

Dear Chief Ward:

It has been a pleasure speaking with you regarding the Department's desire to complete a Fee Study for the Mariposa County Fire Department. This effort is fundamental to the Department's fiscal sustainability.

We are proud of our established relationship with the County. Most recently we completed a Fee Study for the County's development service areas such as Planning, Building and Public Works. As a firm, we also have a historical relationship performing annual special district administration services for the County.

The following includes information about the Fee Study's proposed scope of services, project team, schedule, and professional fees for your review.

SCOPE OF SERVICES

This Fee Study's goal is to establish and/or update fees for service specific to the needs of the Department's Fire Prevention program. Types of fees that will be evaluated include fees for annual occupancy inspections, development plan review and inspection, sprinkler and alarm plan review and inspection, monitoring and permitting of vacation rentals, and similar regulatory services. In most cases, the only legal limitation on the establishment of these fees is that they may not exceed the estimated and reasonable costs incurred to provide the service or perform the function for which the fee is charged.[1] The Study will identify the total estimated and reasonable costs of providing these services and translate those costs into a schedule of regulatory fees for review and adoption by the Board of Supervisors.

NBS will review all fire prevention fees that can be analyzed on a time estimate or time data per activity basis. Development impact fees (AB 1600), taxes, penalties, fines, and fees regulated or set by the State are generally not included in this analysis.

The key deliverables for this project include:

- A written report detailing the justification of fees to be considered for adoption
- Technical appendices displaying the analytical support for findings
- Meetings with staff during the project to develop Study outcomes

[1] California Constitution, Article XIII C (1) (e)

- Future access to NBS experts as the need arises

Work Plan

Our detailed task plan for completing the Fee Study is as follows.

TASK 1. PROJECT COMMENCEMENT AND DATA COLLECTION

NBS will issue a consolidated data request to the Department. Initial data requested will center on adopted budgets, recent financial performance (revenues and expenditures), current labor cost detail and classifications, organizational structures, existing relevant policies, existing time-tracking and workload data, and other items of a more global nature.

Conduct a project commencement meeting with Department staff members who will oversee the progress, completion, and implementation of its findings. This meeting will include a discussion of expectations, process for conducting analyses, timeline, global data needs, established policies and procedures, and other topics.

TASK 2. FEE STRUCTURE REVIEW

Meet with the Department to review the existing fee structure (fee names and categories) and gather staff's ideas for modifying or enhancing current practices. Work with staff to determine the most effective and efficient type of fee structure based on the organization, permit tracking software capabilities, input from staff, etc. Applying industry expertise, recommend and develop revisions to existing fee structures including any deletion of fees, potential new fees, or changes in billing practices.

TASK 3. TIME STUDY

Initiate review of the organizational, workload, and time estimate (or tracked) data needed to calculate the cost of providing each fee for service. Communicate the subsequent steps to develop data necessary for justifying fees. Staff will be asked to provide an estimate of time spent on various activities and services performed on an annual basis, as well as on each individual fee-for-service activity. Develop data collection materials and track progress weekly on data submittal activities. Enter data into the fee model and ensure that the cost-of-service analysis is defensible and reasonable. The product of this task will be a modeling of the complete organizational, performance, and time requirements for the services under review in this study.

TASK 4. COST-OF-SERVICE ANALYSIS

Determine the full cost of service on an annual basis for the Department. The analysis will reflect all identifiable direct and indirect costs of providing services and will also incorporate applicable indirect costs, such as those defined by the Department's organizational structure as well as the County's annual Cost Allocation Plan.[2] Segregate total annual costs between fee-recoverable and non-fee recoverable services.

[2] County is responsible for providing a Cost Allocation Plan or similar overhead cost analysis

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Calculate fully burdened hourly rates for the fire prevention program. Rates will consider the applicability of productive hours or direct-billed hours as the basis for calculation.

Multiply the fully burdened hourly rates by the time estimates gathered in Task 3 to compute the full cost of each individual fee for service activity. The full cost of service defined by NBS serves as the analytically justified maximum amount that may be recovered through a fee adopted by the Board of Supervisors.

TASK 5. DRAFT REVIEW AND REVISION

Review the draft results of the Study with Department staff. Determine any necessary refinements to core assumptions, revise core analytical modules and finalize the activity costs of service. This task represents one planned iteration of the analytical work products. Obtain final sign off on fee models.

TASK 6. RECOMMENDED FEE ANALYSIS

Discuss pricing objectives from the Department's perspective, i.e., comfort with full cost recovery or some alternative level of cost recovery. Facilitate this conversation by discussing public/private benefits or causation of each activity, potential market sensitivity, interaction with established goals or policies, behavior modification influence, and other considerations.

Collect data from the Department regarding recommended fees, either at or below the 100% full cost recovery fee amount calculated by NBS. Model the recommended cost recovery performance per fee item, and annually for the Department as a whole.

TASK 7. FINAL REPORT

Prepare a written report describing the complete work and findings of the project. Conduct a review session with Department staff and members of the executive team to review the findings issued in the draft report. Incorporate edits and issue the final report.

TASK 8: MEETINGS AND PRESENTATIONS

This proposal assumes the following regarding meetings during the Study and presentations of results:

Meetings with Staff – NBS will conduct meetings with Department staff to initiate the study process, review and discuss work products and gain insight from staff on the direction of the study. All work-in-progress meetings will be held via conference call or video conferencing format. We also expect to have regular email exchanges and phone conversations with staff to review data, discuss the study's progress, solicit input, and review the study's results.

Presentations – NBS will prepare PowerPoint presentations and present findings to the board of Supervisors, Board Subcommittees, or industry stakeholders as needed. Within the professional fees proposed for the project, we have included up to two remotely conducted meetings. In person presentations/meetings are included as an optional task in this proposal.

OPTIONAL TASKS

The following are optional tasks that the Department could select to enhance the scope of services for this project:

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1. **Fee Comparison -** Policy makers often desire a comparison of fee amounts to neighboring jurisdictions. Although an "apples to apples" comparison of cost recovery policy and fee structures between agencies is challenging, a comparison can ensure a smoother implementation process. NBS will utilize our industry expertise comparing similar fire prevention fees in up to five (5) neighboring and comparable communities. A list of communities will be selected and approved by Department staff. We will download their respective fee schedules and supporting studies from the Internet. If schedules and supporting studies are not available on the Internet, we will make a reasonable attempt to contact the agency to obtain that information. We will then compile a comparison of the fee categories and amounts, for the most readily comparable fee items that match existing and proposed fire prevention fees.
2. **Additional Presentation of Materials** – For an additional fee, the NBS project manager can conduct additional remote, or in-person presentations as needed. NBS will prepare PowerPoint presentations and present findings to the board of Supervisors, Board Subcommittees, or industry stakeholders, etc.

PROJECT TIMELINE

The estimated timeline required for this Fee Study is three to four months for production of the final report. Implementation of the fee program through Board of Supervisor meetings, etc. would be at the County's discretion once the final report is completed. Additionally, we are accustomed to running projects in a shorter timeframe if that is needed for this engagement. At project commencement, we will prepare a detailed timeline with specific calendar dates of key events for the Department's review, comment, and mutual acceptance. NBS will provide periodic progress reports to assure progress is maintained according to timeline objectives.

PROJECT TEAM

For 25 years we have provided a full range of cost and revenue consulting services to California's local governments. Our senior project team members proposed for this engagement have completed more than 100 similar engagements over the life of their careers.

The following provides an overview of NBS professional staff that would be assigned to this project. Full-length resumes for the key project team staff are available upon request.

NICOLE KISSAM, PROJECT MANAGER

Role and Responsibilities: Nicole Kissam will manage the ongoing administration of the project, serving as the primary point of contact for Department's staff and directing the work efforts of our project team. She will be fully conversant in all findings and available for public events as needed. She will work closely with the Department's designated project manager to monitor the schedule and delivery of work products to the Department's satisfaction. While designing and directing analytical efforts, she will also provide senior-level technical analysis.

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Work Experience: Nicole Kissam is Director of NBS' Financial Consulting Group. She has an extensive background in public sector consulting, city government, corporate management, marketing and public relations. Nicole has been a financial and management consultant to local government for 20 years, specializing in cost recovery policy, strategy, and analysis. Her subject matter expertise includes cost allocation plans, user and regulatory fee analysis, impact fee analysis, financial plans, business process improvement, and operational best management practices for California agencies. Nicole holds a Bachelor of Science in Business Administration from California Polytechnic State University in San Luis Obispo. She has completed similar projects as requested by the Department for many agencies across California.

LAUREN GUIDO, CONSULTANT

Roles and Responsibilities: Under the direction of the project manager, Lauren Guido will support this project as needed with the completion of key aspects of the project's Task Plan, including but not limited to fee model development, data collection and analysis, timeline management, draft reviews, and documentation efforts.

Work Experience: Lauren is a Consultant with NBS and brings more than a decade of accounting and financial management experience in the public and private sector to our project team. She has extensive applied skills in analytical software, databases, and spreadsheets and a special talent for graphical display of complex information in presentations to elected and community stakeholders. Lauren has a Bachelor of Fine Arts and Multimedia from Woodbury University.

NICOLE HUERTA, CONSULTANT

Role and Responsibilities: Under the direction of the project manager, Nicole Huerta will support projects as needed with the completion of key aspects of the project's Task Plan, including but not limited to organizational interviews, fee model development, data collection, timeline management, draft reviews, and documentation efforts.

Work Experience: Nicole Huerta has a Bachelor of Arts degree in Business Administration from California State University, Fullerton. She has more than a decade of research and analysis experience for public and private industry, including supporting cost allocation, user and regulatory fee studies. Nicole has extensive background in public finance and governmental accounting practices and policies as well as experience working with analytical software, databases, and spreadsheets.

PROFESSIONAL FEES

Our detailed project budget is shown below. Our professional fees are based on our understanding of the Department's needs and the effort we believe is necessary to complete the scope of services described in our proposal. We express this honestly and transparently through our price proposal.

Work will be performed on a time and materials basis, at the hourly labor rates shown in the budget table below. Our all-inclusive maximum pricing for this project is **$12,695.**

Attachment: NBS Agreement 2021 (RES-2021-597 : Approve Agreement with NBS to Provide Consulting Service of Fire Inpsector Development

PROJECT COST DETAIL **Mariposa County Fire Department** **Task Plan**	**NBS Consultant Labor (Hours)**		**Grand Totals**	
	Director	Consultant	Consultant Labor (Hours)	Consultant Costs ($)
Hourly Rate	*$205*	*$140*		
Work Plan : Fire Prevention Fee Study				
1 - Project Commencement and Data Collection	1.0	1.0	2.0	$ **345**
2 - Fee Structure Review	2.0	8.0	10.0	**1,530**
3 - Time Study	2.0	12.0	14.0	**2,090**
4 - Cost-of-Service Analysis	8.0	12.0	20.0	**3,320**
5 - Draft Review and Revision	2.0	6.0	8.0	**1,250**
6 - Recommended Fee Analysis	2.0	6.0	8.0	**1,250**
7 - Final Report & Presentation	6.0	12.0	18.0	**2,910**
8 - Meetings and Presentations	*included*			
TOTAL NOT TO EXCEED AMOUNT	**23.0**	**57.0**	**80.0**	$ **12,695**

NBS' hourly rates are inclusive of all costs associated with professional time, such as document production, and incidentals. These rates will apply for the duration of our contract.

Optional Services

Should the Department wish to complete the Optional Services described in this proposal, the following professional fees would apply.

1. **Fee Comparison** - $2,000
2. **Additional Presentation of Materials** - Fees for additional implementation related presentations/meetings are as follows:
   - Remotely conducted - $550 per meeting.
   - In person meetings are not to exceed $1,750 per meeting, which includes professional fees of $1,000 per meeting plus any travel expenses not to exceed $750 per meeting.

We recommended the County authorize a project contingency budget for the cost of any optional services that may be required or potentially needed. This contingency budget would be utilized only upon authorization from the County's project manager.

Terms

At no time will we invoice for charges in excess of the mutually agreed upon fee amount. Should additional services be requested of NBS beyond those described in this document, we will discuss those requests and associated costs at that later time and only invoice for additional fees upon separate written authorization. NBS proposes to invoice monthly, following recorded consultant time on the project, paralleling our completion of the work. If payment is not received within 90 days, simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel contracts with 30 day's written notice.

Attachment: NBS Agreement 2021 (RES-2021-597 : Approve Agreement with NBS to Provide Consulting Service of Fire Inpsector Development

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As Director of the Financial Consulting Group for NBS, I will be the primary contact for this engagement. Please contact me at 800.434.8349 or via email at nkissam@nbsgov.com with questions about our proposal or about preparation of a professional services agreement. We would genuinely like to work on this project and help the Department move forward successfully.

Sincerely,

Nicole Kissam

Nicole Kissam
Director, Financial Consulting Group

Attachment: NBS Agreement 2021 (RES-2021-597 : Approve Agreement with NBS to Provide Consulting Service of Fire Inpsector Development

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0L48969 C3 Risk & Insurance Services 404 Camino Del Rio S. STE 410 San Diego, CA 92108	CONTACT NAME: Megan Seitz PHONE (A/C, No, Ext): (619) 669-8108 249 FAX (A/C, No): E-MAIL ADDRESS: megan@c3insurance.com
INSURED NBS Government Finance Group 32605 Temecula Parkway, Suite 100 Temecula, CA 92592	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hanover Insurance Company — 22292 INSURER B : Gemini Insurance Company — 10833 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	OH3A43196308	9/24/2021	9/24/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000, $ 300, $ 10, $ 2,000, $ 4,000, $ 4,000,
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		X	AH3A42745810	9/24/2021	9/24/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			OH3A43196308	9/24/2021	9/24/2022	EACH OCCURRENCE AGGREGATE	$ 1,000, $ 1,000,
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WH3A42745708	9/24/2021	9/24/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000, $ 1,000, $ 1,000,
B	E&O/Professional Lia			VCPL066990	9/24/2021	9/24/2022	Ea. Claim/Aggregate	2,000,
B	E&O/Professional Lia			VCPL066990	9/24/2021	9/24/2022	Retention	20,

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

Additional insureds are included as/where required by written contract as respects to General Liability, Auto Liability; General Liability Primary Non-Contributory wording; Auto Liability Primary Non-Contributory wording, General Liability waiver of subrogation, Auto Liability waiver of subrogation, Worke Compensation waiver of subrogation, but limited to the operations of the Insured under said contract, and always subject to all the policy terms, conditions and exclusions per endorsements attached. *THIS CERTIFICATE CANCELS AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED.*

Blanket forms apply when required by written contract:
GENERAL LIABILITY:
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Mariposa County Fire Department
4802 Highway 140
P.O. Box 162
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Attachment: InsuranceCertificate (3) (RES-2021-597 : Approve Agreement with NBS to Provide Consulting Service of Fire Inpsector

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AGENCY CUSTOMER ID: NBSGOVE-01

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0L48969	NAMED INSURED
C3 Risk & Insurance Services		NBS Government Finance Group 32605 Temecula Parkway, Suite 100 Temecula, CA 92592
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Additional Insured-Special Broadening Endt: 391-1006 08 16
Additional Insured-Completed Operations: 391-1602 08 16
Primary & Non-Contributory: 391-1003 08 16
Waiver of Subrogation: 391-1003 08 16
AUTO:
Additional Insured: 461-0478 12 12
Primary & Non-Contributory: 461-0478 12 12
Waiver of Subrogation: 461-0500 11 13
WORKERS' COMPENSATION:
Waiver of Subrogation: WC040306 4-84

Deductibles:
General Liability- $0
Auto Liability- Comp Ded: $1,000 / Coll Ded: $1,000
Umbrella: $0
Professional Liability- $20,000 deductible (Per Claim).

Mariposa County Fire Department, its officers, officials, employees, and volunteers are included as additional insureds, as required by written contract with the named insured, per the attached endorsements regarding General Liability. Primary and Non-Contributory Wording applies per the attached endorsement regarding General Liability. Waiver of Subrogation applies per the attached endorsements regarding General Liability, Auto Liability and Workers Compensation.

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Policy Number: OH3A43196308

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	$50,000 Aggregate	5
Product Recall Deductible	$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY:**

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

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c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.

(4) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. The insurance afforded to such vendor described above:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;

(3) Will not be broader than coverage provided to any other insured; and

(4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

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(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained within the exclusion in subparagraphs **(4)** or **(6)** above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph **(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:

a. Worked on; or

b. Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured, paragraph **2.a.(1)(d)** does not apply to a nurse,

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emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury", paragraph **e.** is deleted.

b. SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury", paragraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions,** Definition **14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured,** paragraph **3.b.**:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

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c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds;

(2) "Covered Recalls" initiated; or

(3) Number of "your products" withdrawn**.**

b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

e. For the purpoess of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

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(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

f. This Product Recall Expense Coverage does not apply:

(1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

(2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

8. Unintentional Failure to Disclose Hazards

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**

Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

9. Unintentional Failure to Notify

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION AS REQUIRED	BY CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

For the purpose of coverage provided by this endorsement, the following changes are made to **SECTION II - LIABILITY:**

A. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Any person or organization shown in the Schedule above is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule above, performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. The following is added to **SECTION II - LIABILITY, D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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1. **SECTION I - PROPERTY**, if two or more of this coverage part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

2. **SECTION II - LIABILITY**, it is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

   If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

   This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. **SECTION I - PROPERTY**

   If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Insurance of **SECTION I - PROPERTY.**

2. **SECTION II - LIABILITY**

   If other valid and collectible insurance is available to the insured for a loss we cover under **SECTION II - LIABILITY**, our obligations are limited as follows:

   a. Primary Insurance

   This insurance is primary except when paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **c.** below.

   However, if you agree in a written contract, written agreement, or written permit that the insurance provided to any person or organization included as an Additional Insured under this Coverage Part is primary and non-contributory, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

   (1) For the sole negligence of the Additional Insured; or

   (2) When the Additional Insured is an Additional Insured under another liability policy.

   b. Excess Insurance

   This insurance is excess over:

   (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

   (b) That is Property Insurance for premises rented to you or temporarily occupied by you with permission of the owner;

   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION II - LIABILITY, Exclusion g. Aircraft, Auto or Watercraft**; and

   (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

   When this insurance is excess, we will have no duty under **SECTION II - LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the

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insured's rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

a. Paid to us prior to the anniversary date; and

b. Determined in accordance with paragraph **2.** above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.

2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY** Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

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a. Prior to a loss to your Covered Property.

b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to **SECTION II - LIABILITY** Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

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BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to **SECTION II – LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured:**

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

(1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or

(2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to **SECTION IV – BUSINESS AUTO CONDITIONS,** Paragraph **B. General Conditions,** subparagraph **5. Other Insurance:**

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured,** subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

(1) For the sole negligence of the additional "insured"; or

(2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or

(3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;

2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and

3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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POLICY NUMBER: AH3A42745810

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09/24/2021	Countersigned By:
Named Insured: NBS GOVERNMENT FINANCE	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): ANY PERSON OR ORGANIZATION WHEN REQUIRED BY A WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMITT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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Policy Number: AH3A42745810

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	NBS GOVERNMENT FINANCE GROUP
Endorsement Effective Date:	09/24/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHEN REQUIRED BY A WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Policy Number: AH3A42745810

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BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. **CANCELLATION EXTENSION**

Paragraph **A. CANCELLATION 2. b**. of the **COMMON POLICY CONDITIONS** is replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

SECTION I - COVERED AUTOS

2. **EMPLOYEE HIRED "AUTOS" Description Of Covered Auto Designation Symbols; Symbol 8** is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

SECTION II - LIABILITY COVERAGE

3. **BROADENED NAMED INSURED**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

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4. **EMPLOYEES AS INSUREDS**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. **SUPPLEMENTARY PAYMENTS**

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

6. **AMENDED FELLOW EMPLOYEE EXCLUSION**

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. **EXPENSE OF RETURNING A STOLEN "AUTO"** and **SIGN COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, **A.1. COVERAGE:**

d. **Expense Of Returning A Stolen "Auto"**

We will pay for the expense of returning a covered "auto" to you.

e. **Sign Coverage**

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. $2,000.

8. **GLASS BREAKAGE DEDUCTIBLE**

The following is added to SECTION III- PHYSICAL DAMAGE COVERAGE A. COVERAGE paragraph 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:

Any deductible shown in the Declarations as applicable to the

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covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. **TRANSPORTATION EXPENSE**

Paragraph 4. **Coverage Extension**. of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. **Coverage Extension**

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. **HIRED AUTO PHYSICAL DAMAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

5. **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

a. $50,000 per accident, or
b. cash value, or
c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of $1,000 per accident.

11. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

6. **Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives

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or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered “auto’ at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto’s" electrical system, in or upon the covered "auto", including its antennas and other accessories. However , this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay , under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto’s" operating system; or

2. Both:

   a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

   b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of

   a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
   c. $500.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

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excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. **RENTAL REIMBURSEMENT** and **MATERIAL TRANSFER EXPENSE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. **Rental Reimbursement and Material Transfer Expense**

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto" . Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.

2. $3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A.** 4. Coverage Extension.

13. **AIRBAG COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph **3**.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

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14. **AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest , any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. **AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, **C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1**. or **2**. and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, **A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

(1) You, if you are an individual;
(2) Any partner or insurance manager if you are a partnership; or
(3) An executive officer or insurance manager if you are a corporation.

17. **BLANKET WAIVER OF SUBROGATION**

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

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Attachment: InsuranceCertificate (3) (RES-2021-597 : Approve Agreement with NBS to Provide Consulting Service of Fire Inpsector

5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. **UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO – WORLDWIDE COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions,** paragraph **7. Policy Period, Coverage Territory** provision:

e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. **MENTAL ANGUISH**

Paragraph **C. "Bodily injury", SECTION V - DEFINITIONS** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

Attachment: InsuranceCertificate (3) (RES-2021-597 : Approve Agreement with NBS to Provide Consulting Service of Fire Inpsector

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The Hanover Insurance Group

WH3A427457 10016

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
APPLIES AS BLANKET WAIVER FOR THOSE HAVING A WRITTEN CONTRACT WITH THE POLICY-HOLDER REQUIRING WOS FOR WC POLICYHOLDER EMPLOYEES.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WH3-A427457-08 Endorsement No.

Insured

Insurance Company THE HANOVER INSURANCE COMPANY

Countersigned By _____

WC 04 03 06 (Ed 04-84)

Attachment: InsuranceCertificate (3) (RES-2021-597 : Approve Agreement with NBS to Provide Consulting Service of Fire Inpsector

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-606

MEETING: October 26, 2021

TO: The Board of Supervisors

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

RE: White Rock Road Emergency Repair

RECOMMENDATION AND JUSTIFICATION:
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; 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.

Update: At the October 26, 2021 Board of Supervisors meeting this item was brought back to Public Works to confirm the engineers recommended design and related costs of this emergency repair. Public Works management and engineering staff have confirmed that the proposed repairs and costs noted above are correct and appropriate.

Further, it was confirmed with staff that once the currently planned bridge inspections are completed a comprehensive rehabilitation program with cost estimates for permanent repairs, as my be required, will be included in the next update of the SB1 priority list and scheduled project funding submission.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On October 14th 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.

This Emergency Repair is Supported by the following findings:

1. Extreme Deterioration of the Reinforced Concrete Structure
2. Exposed Steel throughout the Concrete Structure

The culvert poses a clear and imminent danger, requiring immediate action to prevent the loss or impairment of life, health, property, or essential public services. An emergency contract was awarded to Palmer Tractor of Catheys Valley, California, because the emergency does not permit the delay for competitive solicitation of bids. There are no feasible alternative routes for property owners or emergency services, so

the expeditious repair of the damaged culvert is essential.

Public Contract Code Section 22050 (a)(1) states, “In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.” Further, Public Contract Code Section 22050 (c)(1) requires staff to report on the emergency at its next regularly scheduled meeting and every 14 days thereafter until the emergency is terminated. The next update to the Board of Supervisors will occur on November 9, 2021.

This project is statutorily exempt from CEQA under Section 15269.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the road will remain closed.

FINANCIAL IMPACT:
No financial impact as there will be a fund transfer from Roads Budget to cover repairs.

ATTACHMENTS:
Palmer Tractor 22-019 White Rock Rd Emergency Repair (PDF)
Photos (PDF)

RESULT: WITHDRAWN AND RESCHEDULED Next: 11/2/2021 9:00 AM

COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Emergency Repair of White Rock Bridge

Agreement No. 22-019

Project # _____

DATE: _____

1. IDENTIFICATION OF CONTRACTOR:

Palmer Tractor 2807 Trower Rd., Catheys Valley, CA 95306

LICENSE NO: 826861

2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A.

3. COMPENSATION FOR WORK. Contractor's total compensation for the Work performed under this Agreement **(Contract Sum)** is $84,663.50, to be paid as **(check one)**: (1) X lump sum; (2) ☐ lump sum with progress payments; (3) ☐ per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of $84,663.50. All payments **(check one)**: X shall ☐ shall not be subject to a five percent (5%) retention.

Contractor's hourly rates are listed in Exhibit A, Scope of Work and Cost Proposal. In the event payments to Contractor equal the "not to exceed" amount, and absent a written modification to this Agreement signed by the Owner, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. SCHEDULE OF PERFORMANCE FOR THE WORK. Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Substantial Completion Date: Within 30 calendar days of Commencement Date.

Final Completion Date: Within 20 calendar days of Substantial Completion.

4.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner Two Hundred Fifty dollars ($250.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay Contractor shall pay Owner Two Hundred Fifty dollars ($250.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

A. Appendix A – Scope of Work and Contractor Cost Proposal

B. Appendix B – General Conditions

C. Appendix C – Insurance

D. Appendix D – Construction Performance Bond

E. Appendix E – Construction Labor and Materials Payment Bond

F. Appendix F – Supplemental Conditions, if applicable

5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

5.03 Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

County of Mariposa Public Works 4639 Ben Hur Rd. , Mariposa, CA 95338

COUNTY OF MARIPOSA:

By: _____
Shannon Hansen, Interim Director
Public Works & Transportation

CONTRACTOR:

Name: Palmer Tractor

By: _____
(Signature)

APPROVED AS TO FORM:

By: _____
Steven W. Dahlem
County Counsel

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

Appendix A to Construction Services Agreement

SCOPE OF WORK

The Contractor shall make emergency repairs to a box culvert located on White Rock Road approximately 0.40 miles north of the Mariposa Creek bridge. Work includes but is not limited to removing deteriorated concrete and steel and sliplining a 9 ft. corrugated metal pipe into the box and grouting the annual space around the pipe. Temporary steel plates will be installed and maintained due to lead time on purchased materials.

(End of Appendix A)

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

1.01 Construction Services Agreement (Agreement) Force and Effect. The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.

1.02 No Modification or Waiver. The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.

1.03 Performance of Work/No Assignment. Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner, and any assignment without Owner's prior written approval shall be null and void. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

2.01 Records and Payment Requests. Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

2.02 Independent Contractor. Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

by any governmental entity and will pay all other federal, state, or local taxes not specifically identified in the Contract Documents as Owner's responsibility.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of Owner, Contractor shall indemnify, defend, and hold Owner harmless for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Owner.

2.03 **Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (**Owner Indemnities**), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

2.04 **Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

2.05 **Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law.

2.06 **Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 9204, 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days.

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

2.07 Execution; Venue; Limitations. The Agreement shall be deemed to have been executed in County of Mariposa, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.08 Employee Wages; Records; Apprentices. Contractor shall pay prevailing wages to its employees on any contract in excess of $1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds $2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

2.09 Mandatory Contractor and Subcontractor Registration. Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

2.10 Worker's Compensation. Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.

2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

A. If Contract Sum under the Agreement exceeds (or is expected to exceed) $15,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).

B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of $25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility

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facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

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

2.14 Claims. Contractor is hereby informed that Public Contract Code Section 9204 provides:

A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with County stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

B. Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify Owner, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.

C. Claim Format

1. A. Contractor shall submit the claim justification in the following format:
   (a) Cover letter and certification;
   (b) Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;
   (c) List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
   (d) Chronology of events and correspondence:
   (e) Analysis of claim merit;
   (f) Analysis of claim cost; and
   (g) Attach supporting documents referenced in paragraph 2.14,C.1(c), above..

D. Required Provisions on Contract Claim Resolution

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than $375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

2. Public Contract Code Section 9204 provides:
   (a) For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
   (b) Procedure:
      (1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.

(2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.

(3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

(4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

(5) For claims under $375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).

(6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action.

(7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

(10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(11) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

3. To the extent applicable, Public Contract Code Section 20104, et seq., provide.

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

(a) For the purposes of this section, "Claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this section.

(b) Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.

(c) Procedure:

(1) The Claim must be in writing, submitted in compliance with all requirements of General Conditions including, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in the General Conditions or elsewhere in the Contract Documents.

(2) For Claims of fifty thousand dollars ($50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(3) For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(End of Appendix B)

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[$2,000,000]** general aggregate and **[$1,000,000]** each occurrence, subject to a deductible of not more than **[$1,000]** payable by Contractor.

2. Business Automobile Liability Insurance with limits not less than **[$1,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[$1,000]** payable by Contractor.

3. Workers' Compensation Employers' Liability limits not less than **[$1,000,000]** each accident, **[$1,000,000]** per disease and **[$1,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

4. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

5. Insurance policies in this Appendix C shall contain an endorsement containing the following terms:

5.01 Owner Indemnities shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County of Mariposa thirty (30) days in advance of the effective date thereof.

5.04 Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 5.03 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A-,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

8. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

9. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.

10. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.

11. Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(*End of Appendix C*)

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

Appendix D to Construction Services Agreement

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **County of Mariposa**, a political subdivision of the California State of California (**Owner**) has awarded to **Palmer Tractor** , as Principal, a Construction Services Agreement, dated the 18th day of October, 2021 (**Agreement**), titled THE WHITE ROCK RD. EMERGENCY REPAIR PROJECT in the amount of $84,663.50, which Agreement is by this reference made a part hereof, for the work described as follows:

   (Describe Agreement Work) Emergency Repair of the box culvert on White Rock Road

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;

3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:

   6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

   6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.

10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2021.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal)	Company: (Corp. Seal)
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Street Address	_____ Street Address
_____ City, State, Zip Code	_____ City, State, Zip Code

(End of Appendix D)

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

Appendix E to Construction Services Agreement

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **County of Mariposa**, a political subdivision of the California State of California (**Owner**) has awarded to **Palmer Tractor**, as Principal, a Construction Services Agreement, dated the 18th day of October, 2021 (**Agreement**), titled THE WHITE ROCK RD. EMERGENCY REPAIR PROJECT located at Mariposa County in the amount of $84,663.50, which Agreement is by this reference made a part hereof, for the work described as follows:

   (Describe Agreement Work) Emergency Repair of the box culvert on White Rock Road

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

3. NOW, THEREFORE, we, the undersigned _____ as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM ($84,663.50), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2021.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal)	Company: (Corp. Seal)
_____	_____
Signature	Signature
_____	_____
Name	Name

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Title	Title
Street Address	Street Address
City, State, Zip Code	City, State, Zip Code

(***End of Appendix E***)

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

EXHIBIT "A"

Palmer Tractor

P.O. Box 31
Catheys Valley, Ca. 95306
General Engineering Contractor

Proposal

Proposal D...	Proposal #:
10/16/2021	202-274

Bill To:
Mariposa County Public Works 4639 Ben Hur Road Mariposa, Ca 95338

Project:	Job
White Rock Rd. Box...	White Rock Rd.

Item	Description	Est. Hours/Qty.	Rate	Total
Bid Price	Palmer Tractor Purposes to Follow Mariposa County Engineering recommendations of installing a new 14 Gauge 9' diameter pipe x 30' in length inside existing box culvert on White Rock Rd. and Mortar in Place with a 5 sak Slurry mix Thru a series of 12" Diameter holes drilled in the top of Existing box Culvert. Lead Times on the pipe are significantly great Approx. 5 weeks from Date of order at this time. White Rock rd. will need to be closed during working hours and be re-opened at end of each working day. All work to be performed between the hours of 6:00 am - 6:00 PM. Mon. - Fri. As a Temporary solution to allow Traffic to continue use of White Rock rd Trench Plates May be installed as a roadway Surface until Material can be sourced and work can Start. Trench Plates May be installed as early as 10-19-2021. and will need to remain in place until all work is finished Billing will be sent once every month, or once a single line item is completed. Whichever is sooner	1	77,673.00	77,673.00
Bid Price	Bond		3,500.00	3,500.00
Bid Price	Mobilization of Plates	1	1,200.00	1,200.00
Bid Price	Weekly Rental of the (2) Plates	1	1,090.50	1,090.50
Bid Price	Demobilizing	1	1,200.00	1,200.00
	Exclusions: Haul off of any Material cones and/or Signage during trench Plate use Traffic Control			
Thank you for your business.			**Total**	$84,663.50

SIGNATURE _____

Phone:	Fax:	E-mail
(209) 374-3470	(209) 374-3370	sapalmer@tds.net

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Leap/Carpenter/Kemps Insurance Agency
3187 Collins Dr.
Merced CA 95348

CONTACT NAME: Susan Cozzitorto-Ormonde
PHONE (A/C, No, Ext): 209-386-5071 **FAX (A/C, No):** 209-385-6130
E-MAIL ADDRESS: scozzitorto@lckinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Financial Pacific Ins. Co	31453
INSURER B : Insurance Co. of the West	27847
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PALME-3
Palmer Tractor
P.O. Box 31
Catheys Valley CA 95306

COVERAGES **CERTIFICATE NUMBER:** 1850901281 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		60426122	4/22/2021	4/22/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			60426122	4/22/2021	4/22/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WSA504863601	6/1/2020	6/1/2021	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Rented/Leased/Borrowed Equipment			60426122	4/22/2021	4/22/2022	$150,000	$500/ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mariposa County is included as additional insured per written contract in respects to general liability.

CERTIFICATE HOLDER

Mariposa County
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

POLICY NUMBER: 60426122 CG 20 10R 12 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (WITH LIMITED COMPLETED OPERATIONS COVERAGE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

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Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

COMMERCIAL AUTO
CA 71 09 01 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

COVERAGE INDEX

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The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

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Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph **A. Coverage** at **1. Who Is An Insured** is amended to include the following:

(Broad Form Insured)

d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(1) That is a joint venture or partnership,

(2) That is an "insured" under any other policy,

(3) That has exhausted its Limits of Insurance under any other policy, or

(4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

(1) Currently in effect or becoming effective during the term of this policy; and

(2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and **(4)** are replaced by the following:

(Bail Bond Coverage)

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;

c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or

d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

a. For private passenger type vehicles we will pay up to $100 per disablement.

b. For all other covered "auto's" we will pay up to $500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

a. Transportation Expenses is amended to provide the following limits:

We will pay up to $60 per day to a maximum of $1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions:**

(Extra Expense – Theft)

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is $5,000.

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

(1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.

(2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

(b) 30 days.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or

(b) $75 per day.

(c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to $500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

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(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at **1.b.** is amended to provide the following limits:

b. Limits of $1,000 per "loss" is increased to $5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of $500 for early termination fees or penalties on the lease or loan for a covered"auto" less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease / loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:

(1) You, if you are an individual;

(2) Any partner or insurance manager if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation;

(4) Your members, managers or insurance manager, if you are a limited liability company; or

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph **5.b.** is replaced by the following:

b. **(1)** For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:

(a) Any Covered "auto" you lease, hire, rent or borrow; and

(b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

(a) $75,000 per accident, or

(b) actual cash value at the time of loss, or

(c) cost of repair.

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Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

Minus a $500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS, C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION,** of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

Attachment: Palmer Tractor 22-019 White Rock Rd Emergency Repair (RES-2021-606 : White Rock Road Emergency Repair)

Photos

White Rock Emergency Repair





Attachment: Photos (RES-2021-606 : White Rock Road Emergency Repair)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-598

MEETING: October 26, 2021

TO: The Board of Supervisors

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

RE: Approve an Agreement with State of California for Phase III of the Mariposa Creek Parkway Project

---

RECOMMENDATION AND JUSTIFICATION:
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).

The County has applied for and received notice that they have been awarded $4,415,000.00 in Active Transportation Program (ATP) Grant Funds to Construct Phase III of the Mariposa Creek Parkway Project; and recognize unforeseen funds from ATP Grant with Budget Action Form.

This project will provide a .4-mile extension to the existing off-street active transportation facility and close a gap in the adjacent sidewalk network.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board previously authorized Mariposa County Planning Department to apply for ATP Grant Funds with Resolution LTC#2020-15.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Delay in returning fully executed agreements will cause the delay in receiving funding authorization by the State of California.

FINANCIAL IMPACT:
Although this project is 100% funded through the Active Transportation Program, The County will have to expend funds upfront prior to seeking reimbursement.

ATTACHMENTS:
PSA for 5940(146) - UnSigned (PDF)
Budget Action Form - PE(PDF)

REF ID# 12194

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

PROGRAM SUPPLEMENT NO. 000000Y09
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 10-5940S21

Adv. Project ID 1021000217

Date: October 08, 2021
Location: 10-MPA-0-CR
Project Number: ATPSB1L-5940(146)
E.A. Number:
Locode: 5940

This Program Supplement, effective 08/19/2021, hereby adopts and incorporates into the Administering Agency-State Agreement No. 10-5940S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 09/30/2021 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Along Mariposa Creek in downtown Mariposa between 8th and Joe Howard streets, and includes critical connection through the former 11th street right of way

TYPE OF WORK: Off-street, multi-use active transportation use facility, adding nearly 0.5 miles of shared trails **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	SB1 funds	$200,000.00	LOCAL		OTHER
$200,000.00			$0.00		$0.00

COUNTY OF MARIPOSA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____ **Date** 10/8/21 $200,000.00

Attachment: PSA for 5940(146) - UnSigned (RES-2021-598 : Approve an Agreement with State of California for Phase III of the Mariposa Creek

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.
Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Attachment: PSA for 5940(146) - UnSigned (RES-2021-598 : Approve an Agreement with State of California for Phase III of the Mariposa Creek

SPECIAL COVENANTS OR REMARKS

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received

Attachment: PSA for 5940(146) - UnSigned (RES-2021-598 : Approve an Agreement with State of California for Phase III of the Mariposa Creek

SPECIAL COVENANTS OR REMARKS

payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

K. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

3. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines, the Active Transportation Program guidelines, the CTC Adopted SB1 Accountability and Transparency Guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). A fund allocation by the California Transportation Commission (CTC) is required, in addition to other requirements, before reimbursable work can occur for the PROJECT (see individual locations in the CCC & Certified ATP Augmentation Recommended Projects List attached to this agreement). Each allocation will be assigned an effective date and identify the amount of funds allocated.

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the PROJECT allocated (see locations in the CCC & Certified ATP Augmentation Recommended Projects List attachment to this agreement). Unless otherwise determined, the effective date of the PROJECT allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made

Attachment: PSA for 5940(146) - UnSigned (RES-2021-598 : Approve an Agreement with State of California for Phase III of the Mariposa Creek

SPECIAL COVENANTS OR REMARKS

available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations. An approved time extension will revise the timely use of funds criteria for the PROJECT. Approved supplementary allocations and time extensions made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. The funds allocated for this PROJECT are subject to the timely use of funds provisions as established by the Active Transportation Program guidelines, as adopted or amended, and approved by CTC and State procedures as outlined below.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. For each specific project location, ADMINISTERING AGENCY agrees to award a contract, as applicable, within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. For each specific project location, award information shall be submitted by the ADMINISTERING AGENCY to the Caltrans Local Assistance ATP Program Manager, at the address included below, immediately after project contract award, as applicable, and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for each construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

Ms. Desiree Fox, ATP Program Manager
Division of Local Assistance
Department of Transportation
P.O. Box 942874, MS#1
Sacramento, CA 94274-0001

G. For construction costs, for each specific project location, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. For each specific project location, ADMINISTERING AGENCY agrees to submit

Attachment: PSA for 5940(146) - UnSigned (RES-2021-598 : Approve an Agreement with State of California for Phase III of the Mariposa Creek

SPECIAL COVENANTS OR REMARKS

the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, and the CTC Adopted SB1 Accountability and Transparency Guidelines, as adopted or amended.

Attachment: PSA for 5940(146) - UnSigned (RES-2021-598 : Approve an Agreement with State of California for Phase III of the Mariposa Creek

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5501	350	45063	Grant Revenue		($200,000)	
5501	350	70311	Roads and Bridges		$200,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

JUSTIFICATION: ATP Grant

DEPT HEAD SIGNATURE _____ DATE: 10/12/21

APPROVED BY RES NO. _____ CLERK _____ DATE _____

5501 CIP Fund

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action Form - PE (RES-2021-598 : Approve an Agreement with State of California for Phase III of the Mariposa Creek

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-599

MEETING: October 26, 2021

TO: The Board of Supervisors

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

RE: Approve an Agreement with State of California for Mariposa Elementary School Connectivity Project

---

RECOMMENDATION AND JUSTIFICATION:
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).

The County has applied for and received notice that they have been awarded $1,900,000.00 in ATP Grant Funds to Construct the Mariposa Elementary School Connectivity Project; and recognize unforeseen funds from the ATP Grant with Budget Action Form.

This project will construct new curb, gutter, sidewalks, ADA ramps, drainage improvements, high visibility school zone striping and signage for pedestrians and schools on Bullion Street, 6th Street, 7th Street, and Jones Street adjacent to Mariposa Elementary School.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board previously authorized Public Works to apply for this ATP Grant with Board Resolution #2020-288.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Delay in returning fully executed agreements will cause the delay in receiving funding authorization by the State of California.

FINANCIAL IMPACT:
Although this project is 100% funded through the Active Transportation Program, The County will have to expend funds upfront prior to billing for reimbursement .

ATTACHMENTS:
PSA for 5940(145) - UnSigned (PDF)
Budget Action Form - PE (PDF)

REF ID# 12193

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

PROGRAM SUPPLEMENT NO. 000000Y08
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 10-5940S21

Adv. Project ID 1021000214

Date: October 08, 2021
Location: 10-MPA-0-CR
Project Number: ATPSB1L-5940(145)
E.A. Number:
Locode: 5940

This Program Supplement, effective 08/19/2021, hereby adopts and incorporates into the Administering Agency-State Agreement No. 10-5940S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 09/30/2021 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Unincorporated community of Mariposa on Bullion St, 6th St, and Jones St adjacent Mariposa Elementary School

TYPE OF WORK: Construct new curb, gutter, sidewalk, ADA ramps, drainage improvements, signing and striping **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	SB1 funds	$100,000.00	LOCAL		OTHER
$100,000.00			$0.00		$0.00

COUNTY OF MARIPOSA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____ **Date** 10/8/21 $100,000.00

Attachment: PSA for 5940(145) - UnSigned (RES-2021-599 : Approve an Agreement with State of California for Mariposa Elementary School

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.
Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Attachment: PSA for 5940(145) - UnSigned (RES-2021-599 : Approve an Agreement with State of California for Mariposa Elementary School

SPECIAL COVENANTS OR REMARKS

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received

Attachment: PSA for 5940(145) - UnSigned (RES-2021-599 : Approve an Agreement with State of California for Mariposa Elementary School

SPECIAL COVENANTS OR REMARKS

payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

K. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

3. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines, the Active Transportation Program guidelines, the CTC Adopted SB1 Accountability and Transparency Guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). A fund allocation by the California Transportation Commission (CTC) is required, in addition to other requirements, before reimbursable work can occur for the PROJECT (see individual locations in the CCC & Certified ATP Augmentation Recommended Projects List attached to this agreement). Each allocation will be assigned an effective date and identify the amount of funds allocated.

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the PROJECT allocated (see locations in the CCC & Certified ATP Augmentation Recommended Projects List attachment to this agreement). Unless otherwise determined, the effective date of the PROJECT allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made

Attachment: PSA for 5940(145) - UnSigned (RES-2021-599 : Approve an Agreement with State of California for Mariposa Elementary School

SPECIAL COVENANTS OR REMARKS

available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations. An approved time extension will revise the timely use of funds criteria for the PROJECT. Approved supplementary allocations and time extensions made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. The funds allocated for this PROJECT are subject to the timely use of funds provisions as established by the Active Transportation Program guidelines, as adopted or amended, and approved by CTC and State procedures as outlined below.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. For each specific project location, ADMINISTERING AGENCY agrees to award a contract, as applicable, within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. For each specific project location, award information shall be submitted by the ADMINISTERING AGENCY to the Caltrans Local Assistance ATP Program Manager, at the address included below, immediately after project contract award, as applicable, and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for each construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

Ms. Desiree Fox, ATP Program Manager
Division of Local Assistance
Department of Transportation
P.O. Box 942874, MS#1
Sacramento, CA 94274-0001

G. For construction costs, for each specific project location, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. For each specific project location, ADMINISTERING AGENCY agrees to submit

Attachment: PSA for 5940(145) - UnSigned (RES-2021-599 : Approve an Agreement with State of California for Mariposa Elementary School

SPECIAL COVENANTS OR REMARKS

the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

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J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, and the CTC Adopted SB1 Accountability and Transparency Guidelines, as adopted or amended.

Attachment: PSA for 5940(145) - UnSigned (RES-2021-599 : Approve an Agreement with State of California for Mariposa Elementary School

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5501	350	45063	Grant Revenue		($100,000)	
5501	350	70311	Roads and Bridges		$100,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

JUSTIFICATION: ATP Grant

DEPT HEAD SIGNATURE _____ DATE: 10/12/21

APPROVED BY RES NO. _____ CLERK _____ DATE _____

5501 CIP Fund

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action Form - PE (RES-2021-599 : Approve an Agreement with State of California for Mariposa Elementary School

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: October 26, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Miller Gulch Acquisition

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Potential Acquisition of the Miller Gulch Property (APNs 006-010-0240, 006-020-0010, and 006-020-0070). This privately owned parcel is for sale by its owners and plays an important role in the success of the Merced River Trail project. This acquisition would enable implementation of the recreation and environmental conservation/restoration priorities that are currently being expressed through the Merced River Trail Vision Plan development process and which will be expressed in the final Vision Plan when it is completed.

Additional background and considerations are included in the attached memorandum. Please note that this item does not contemplate the price or terms for the potential acquisition of this property as those particulars are subject to negotiation and will be discussed in closed session later in the meeting.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board and LTC have taken a number of actions related to the Merced River Trail and Miller Gulch property acquisition, including:

Merced River Trail/Miller Gulch Right to Enter: Res 2020-358
Ratify Letter Requesting Support for the Merced River Trail: RES 2020-101
Merced River Trail Right of Way Acquisition: LTC 2019-22
Merced River Trail Implementation Funding: LTC 2019-3
Merced River Trail Master Plan: LTC 2018-8

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

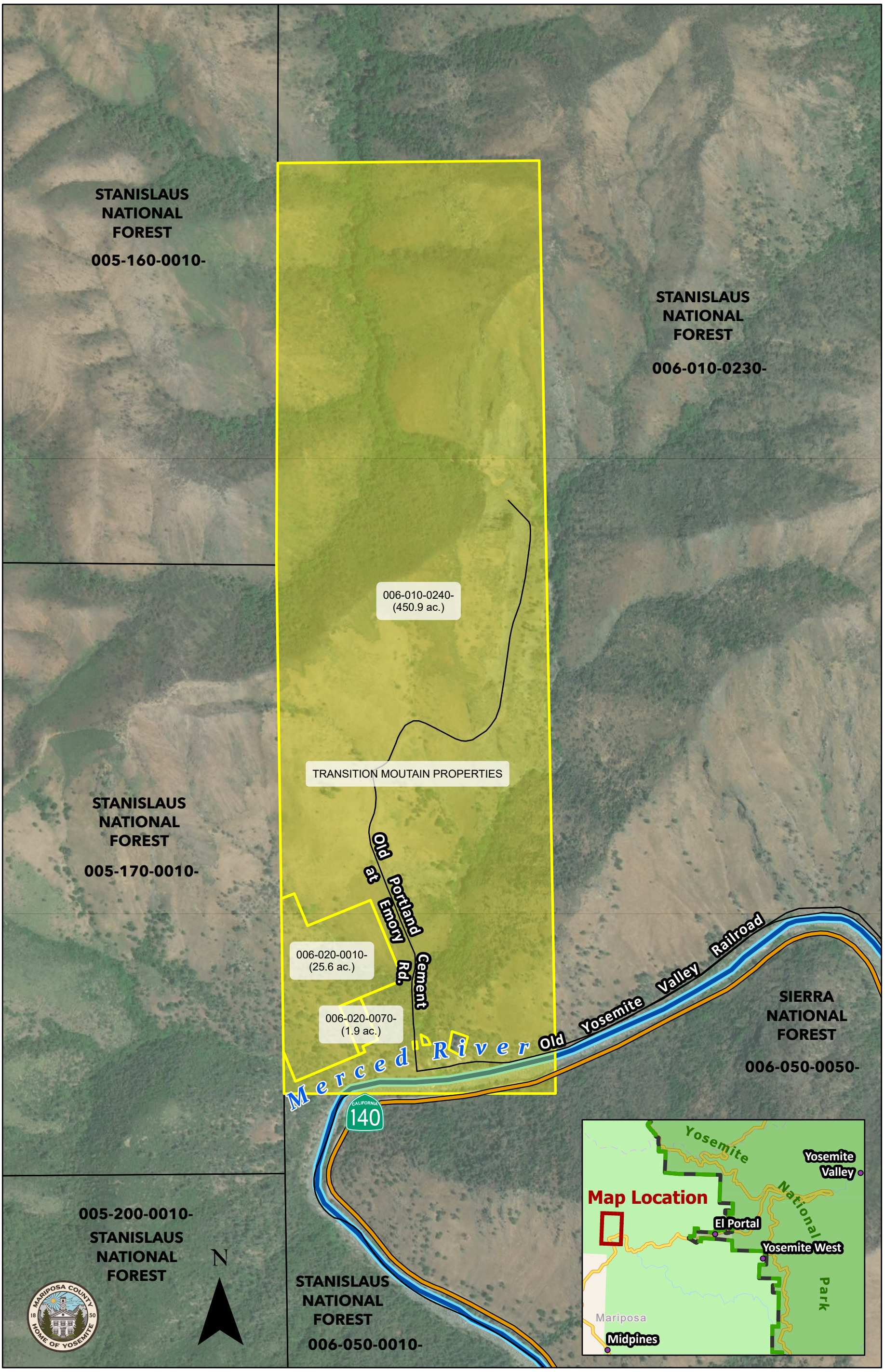
Negative action will result in decreased likelihood of acquiring--and restoring and providing public access to via the Merced River Trail--the Miller Gulch site.

ATTACHMENTS:
211018 Vicinity Map (PDF)
211018 Appraisal Memo_BOS (PDF)

Agenda Item - No Resolution Requested

RESULT: **WITHDRAWN**

Miller Gulch Site



Attachment: 211018 Vicinity Map (12287 : Miller Gulch Acquisition)

Mariposa County

SARAH WILLIAMS
Planning Director

MIKEY GORALNIK
Community Design and
Development Planner

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
swilliams@mariposacounty.org
mgoralnik@mariposacounty.org
www.mariposacounty.org

MEMORANDUM

Date: 10/26/21
To: Board of Supervisors
From: Planning Department
Topic: Miller Gulch Appraisal and Acquisition

This memorandum contains topics to consider for advancing the acquisition of the Miller Gulch property.

By way of background, the Planning Department has been receiving technical assistance on the Merced River Trail Vision Plan from NPS' Rivers, Trails, and Conservation Assistance program for the past three years. That assistance, as well as the work of the Merced River Trail Community Working Group, has been instrumental in developing the Vision Plan document, which is currently in production and will hopefully be in front of the Board sometime this winter. Though the plan isn't complete, it's clear based on the input that has been received throughout the plan's engagement work that ecological restoration and conservation objectives are of comparable (if not equal) importance as public access and recreation to the success of the trail project.

The vision plan will recommend acquiring access to the Miller Gulch property, which would help provide public access to and through the site for recreational uses, and facilitate remediating and restoring the impacts from the site's former mine and rail uses. The site is surrounded by Stanislaus National Forest, and exists as an island of private landownership amidst publicly accessible USFS land. Access to this site is essential for the Merced River Trail project to achieve its recreation and restoration objectives.

Parallel with the development of the Vision Plan, the Planning Department has been working to move that acquisition effort along. This includes extensive dialogue with the landowners (a partnership of four shareholders) and US Forest Service, and grant-writing. However, the contaminated status of the site impacts the County's ability to pursue any kind of funding for future studies and trail

Attachment: 211018 Appraisal Memo_BOS (12287 : Miller Gulch Acquisition)

development. Indeed, last year, we were finalists for an $800K grant to purchase the property, but that application ultimately was not funded, in large part because of the uncertainty around the site's mining and industrial history.

To address these issues, we applied for and received technical assistance from the EPA's Targeted Brownfield Assessment program, which began last summer and is expected to be completed in the near future. That assistance will result in a Phase I and Phase II environmental assessment of the Miller Gulch site, as well as an Analysis of Brownfield Cleanup Alternatives (ABCA) report, which states what needs to be done to address the contamination found in the Phase I and Phase II assessments. Of note, the ABCA provides substantive and robust content to support grant applications to one of the many EPA programs for remediating brownfield sites. However, the County would only be eligible for those programs if the property were owned by the County.

The Planning Department has been working with the Department of Conservation and Caltrans to submit a grant to the Environmental Enhancement and Mitigation (EEM) grant program to acquire the parcel. The deadline for this grant is spring 2022. With an adopted vision plan and the completed EPA studies, we are optimistic about our chances to secure the funding we need to acquire the parcel through that funder. Additionally, the department plans to submit applications to the Land and Water Conservation Fund and Recreational Trails grant programs, also in spring 2022.

While these grant programs would pay (on a reimbursement basis) for due diligence acquisition costs associated with a state-approved property appraisal, the length of time between potentially being awarded these grant funds and being able to spend them on a necessary appraisal does not align with the property owner's timeline. Additionally, having a completed appraisal at the time of application increases the likelihood that grant proposals for acquisition are funded. Not only will the county have an additional investment to leverage, but being able to include both an appraisal and an option agreement in the application greatly enhances our competitiveness.

As a public agency with the capacity to advance the multi-beneficial vision for the Merced River Trail, the County is in the best position to secure funding for both the environmental restoration and recreation/public access objectives at play on the Miller Gulch site. It is also worth noting that, should the property be acquired by another party, the County would have limited ability to influence the future of the site to ensure that it aligns with Merced River Trail's potential benefits.

Attachment: 211018 Appraisal Memo_BOS (12287 : Miller Gulch Acquisition)

MARIPOSA COUNTY

Administration · 966-3222

MEETING: October 26, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Possible Direction on the 2021 Homekey Program

---

RECOMMENDATION AND JUSTIFICATION:

Discussion and Possible Direction on the 2021 Homekey Program.

In response to a recent announcement of additional funding for Project Homekey, a state housing project focused on rapid expansion of inventory for those experiencing homelessness or at risk of homelessness, staff has preliminarily identified potential project sites in Districts 1, 2, 3 and 4. Additional analysis and review to ensure these sites conform to the stringent program criteria and are appropriately located within the community is underway. A trusted development partner with capacity to meet established time lines will also be critical to the County's ability to move forward. Staff is seeking board discussion and direction regarding possible Homekey projects winthin Mariposa County.

On September 9, 2021, the California Department of Housing and Community Development announced the availability of approximately $1.45 billion in a second round of Project Homekey grant funding. $1.2 billion is derived from the Coronavirus State Fiscal Recovery Fund (CSFRF) established by the federal American Rescue Plan Act of 2021 (ARPA) (Public Law 117-2) and $250 million is State General Fund.

Homekey funding is intended to sustain and rapidly expand the inventory of housing for those facing an increased risk of contracting COVID-19 or other communicable diseases due to homelessness or near-homelessness. Unlike the first round of Homekey, which focused on converting hotels into housing, this round has considerably more flexibility to consider single-family homes, multifamily apartments, adult residential facilities, manufactured housing, and other options (see the attached Notice of Funding Announcement for all eligible uses). Commercial and other existing buildings may also be converted to

Agenda Item - No Resolution Requested

permanent or interim housing for the target population.

Funds under Project Homekey are awarded on a per-room basis. Larger projects will receive more funding useful for developing housing and capital improvements necessary for ground-up construction.

Homekey program time lines and deadlines are very short with the mandate that capital funds must be expended within 8 months of award and that the project must be completed within 12 months of award. Due to potential over-subscription of program funds, applicants are encouraged to submit applications as soon as possible since awards will be issued on an over-the-counter basis. The very short timeline will also push new construction projects toward manufactured housing and similar options with fewer uncertainties.

To accommodate the short timeline AB 140 was passed and offers exemptions to California Environmental Quality Act(CEQA) and local conditional uses for Homekey projects. Staff is reviewing the bill to see if the exemptions apply to our potential locations.

County staff has been monitoring this funding opportunity as it aligns with our County's General Plan Housing Element, Comprehensive Housing Program Implementation Study and Homeless Strategic Plan.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

RES 2018-292 Board approves the Comprehensive Housing Program Implementation study that indicates the need for additional housing for our homeless population.

RES-2019-498 Adopt 2019-2024 Housing Element to the General Plan.

RES 2021-244 Adopt the 2021 Homelessness Strategic Plan

ATTACHMENTS:
NOFA_Homekey_0 (PDF)
CEQA Exemption in AB 140 - Questions & Answers (PDF)

RESULT: DIRECTION GIVEN

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 670, 95833
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov

September 9, 2021

MEMORANDUM FOR: All Potential Applicants

FROM: Jennifer Seeger, Deputy Director
Division of State Financial Assistance

SUBJECT: **Homekey Program**
Notice of Funding Availability, Round 2

The California Department of Housing and Community Development (Department) is pleased to announce the availability of approximately $1.45 billion of Homekey Program (Homekey) grant funding through this Round 2 Notice of Funding Availability (NOFA). Building on the success of both Project Roomkey and the first round of Homekey, this significant investment continues a statewide effort to sustain and rapidly expand housing for persons experiencing homelessness or At Risk of Homelessness, and who are, thereby, inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic.

Of the $1.45 billion in Homekey funding, $1.2 billion is derived from the Coronavirus State Fiscal Recovery Fund (CSFRF) established by the federal American Rescue Plan Act of 2021 (ARPA) (Public Law 117-2) and $250 million is State General Fund. The $250 million in State General Fund money is intended to supplement the acquisition of, and to provide initial operating subsidies for, Homekey sites to promote project feasibility. Five percent of the $1.45 billion in Homekey funds is for Department administrative costs. Projects receiving an award from the state's direct allocation of the federal ARPA must expend the funds within eight months of the date of award. The portion of a project's award associated with State General Fund must be expended by June 30, 2026.

Due to the potential for program oversubscription, eligible applicants are encouraged to submit their completed application as soon as possible. The Department will be accepting the applications on a continuous, Over-the-Counter basis from the release of the Homekey application in late September until May 2, 2022, or until the available funds are exhausted, whichever occurs first. Applicants must submit a complete application available at https://homekey.hcd.ca.gov/content/apply.

On September 30, 2021, the Department will hold a webinar to review the Homekey NOFA and application process. To register, please go to the Department's Homekey webpage. To receive information on the workshop and other updates, please subscribe to the Department's Homelessness Prevention Programs listserv at http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

If you have any questions, please submit them to Homekey@hcd.ca.gov.

Attachment: NOFA_Homekey_0 (12281 : Discussion and Possible Direction on the 2021 Homekey Program)

Homekey Program

Notice of Funding Availability, Round 2

Gavin Newsom, Governor
State of California

Lourdes M. Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
California Department of Housing and Community Development

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September 9, 2021

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HOMEKEY PROGRAM
NOTICE OF FUNDING AVAILABILITY

Article I – Program Overview

Section 100. Notice of Funding Availability (NOFA)

The California Department of Housing and Community Development (Department) is pleased to announce the availability of approximately $1.45 billion in Homekey funding to sustain and rapidly expand the inventory of housing for people experiencing homelessness or At Risk of Homelessness and who are, thereby, inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases. Before the COVID-19 pandemic, homelessness data showed Black, Indigenous, and People of Color (BIPOC) were overrepresented in the homelessness system. The pandemic made racial disparities more apparent, and communities are dealing with the additional disproportionate impact of illness and death among people experiencing homelessness. Homekey recognizes these impacts and encourages Eligible Applicants to examine disproportionate impacts in their own communities and to develop strategies to address these impacts.

Homekey is an opportunity for state, regional, and local public entities to develop a broad range of housing types, including but not limited to hotels, motels, hostels, single-family homes and multifamily apartments, adult residential facilities, and manufactured housing, and to convert commercial properties and other existing buildings to Permanent or Interim Housing for the Target Population.

Of the $1.45 billion in Homekey grant funds, $1.2 billion is derived from the state's direct allocation of the federal Coronavirus State Fiscal Recovery Fund (CSFRF), which was established by the American Rescue Plan Act of 2021 (ARPA) (Pub.L. No. 117-2). In addition, $250 million is derived from the state's General Fund to supplement the acquisition of, and to provide initial operating subsidies for, Homekey sites.

Section 101. Authorizing Legislation and Applicable Law

Assembly Bill No. 140 (2021-2022 Reg. Sess.) provided the statutory basis for Round 2 of the Homekey Program by adding section 50675.1.3 to the Health and Safety Code (HSC), and it exempted certain Round 2 Homekey Projects from the California Environmental Quality Act (CEQA) by adding section 50675.1.4 to the HSC. The statutory scheme includes new construction of dwelling units as an eligible use and establishes a set-aside of funds for projects serving Homeless Youth and Youth at Risk of Homelessness.

HSC section 50675.1.3, subdivision (e) states, “The Department of Housing and Community Development may adopt guidelines for the expenditure of the funds appropriated to the department, and for the administration of the program. The guidelines shall not be subject to the requirements of Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.”

This NOFA serves as the Department’s guidelines for the expenditure of Homekey funds and the administration of the Homekey Program. As such, this NOFA establishes the terms, conditions, forms, procedures, and other mechanisms that the Department deems

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necessary to exercise its powers and to perform its duties pursuant to the Homekey Program. The matters set forth herein are regulatory mandates and are adopted as regulations that have the dignity of statutes. (*Ramirez v. Yosemite Water Company, Inc.* (1999) 20 Cal. 4th 785, 799 [85 Cal.Rptr.2d 844].)

The Multifamily Housing Program (MHP) (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the HSC), and as subsequently amended, is hereby incorporated by reference. In accordance with HSC section 50675.1.3, subdivision (d), in the event of a conflict between this NOFA and the MHP, the provisions of this NOFA are controlling.

The MHP Final Guidelines (MHP Guidelines), effective June 19, 2019, and as subsequently amended, are hereby incorporated by reference. In the event of a conflict between any of this NOFA and the MHP Guidelines, the provisions of this NOFA are controlling.

The Department will only amend this NOFA as necessary and in accordance with the Department's guideline authority pursuant to HSC section 50675.1.3, subdivision (e).

All other criteria and matters set forth within the NOFA shall also govern the Tribal Entity set-aside that is further described below, unless and except to the extent expressly provided to the contrary by terms set forth within this NOFA and subject to any potential modification or waiver under or pursuant to Assembly Bill No. 1010 (Stats.2019, c. 660), which is set forth in HSC section 50406, subdivision (p).

Section 102. Program Timeline

Homekey funds will be available to Eligible Applicants on a continuous, Over-the-Counter (OTC) basis, rather than on a competitive basis. The following table summarizes the anticipated Homekey Program timeline.

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Table 1: Anticipated Timeline for Homekey Applications

NOFA release	September 9, 2021
Application release	Late September 2021
Stakeholder Webinar	September 30, 2021
Final day to submit an application within geographic set-asides and within period for timely submission of application bonus award	January 31, 2022
Application period for statewide pool opens	February 1, 2022
Final application due date	May 2, 2022, or until funds are exhausted, whichever occurs first
Award announcements	Continuous, with individual awards generally announced within 45 days of the Department's receipt of a complete and accurate application and all required supplemental documentation
Standard Agreements issued	Continuous, after the Department's receipt of required information and documentation
Grantee Expenditure and Program Report, annually for five years subsequent to contract execution	Annually by January 31

The Department reserves the right to modify the projected timeline at any time.

Article II – Program Requirements

Section 200. Eligible Applicants

i. Cities, counties, cities and counties, and all other state, regional, and Local Public Entities, including councils of government, metropolitan planning organizations, and regional transportation planning agencies designated in Section 29532.1 of the Government Code; or

ii. Tribal Entities.

For purposes of this NOFA, a "Local Public Entity" is defined in accordance with HSC section 50079. Such definition includes the duly constituted governing body of an Indian reservation or rancheria; a tribally designated housing entity, as specified; and a housing authority, as specified.

Each of the foregoing entities may apply independently, or each entity may apply jointly with a nonprofit or for-profit corporation as a Co-Applicant.

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Section 201. Eligible Uses

Awarded funds must be used to provide housing for the Target Population of individuals and families experiencing Homelessness or who are At Risk of Homelessness and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases. With respect to the list of eligible uses below, an Eligible Applicant may choose to target Project Roomkey properties, or other, non-Project Roomkey properties. The list of eligible uses is as follows:

i. Acquisition or Rehabilitation, or acquisition and Rehabilitation, of motels, hotels, hostels, or other sites and assets, including apartments or homes, adult residential facilities, residential care facilities for the elderly, manufactured housing, commercial properties, and other buildings with existing uses that could be converted to permanent or interim housing.

ii. Master leasing of properties for non-congregate housing.

iii. Conversion of units from nonresidential to residential.

iv. New construction of dwelling units.

v. The purchase of affordability covenants and restrictions for units.

vi. Relocation costs for individuals who are being displaced as a result of the Homekey Project.

vii. Capitalized operating subsidies for units purchased, converted, constructed, or altered with funds provided pursuant to HSC section 50675.1.3.

Section 202. Eligible Projects

The Department welcomes and will consider a variety of innovative housing solutions as eligible projects. The following list of eligible projects is not exhaustive.

i. Conversion of nonresidential structures to residential dwelling units.

ii. Conversion of commercially zoned structures, such as office or retail spaces, to residential dwelling units.

iii. Adult residential facilities, residential care facilities for the elderly, manufactured housing, and other buildings with existing residential uses.

iv. Multifamily rental housing projects.

v. Excess state-owned properties.

vi. Shared housing or scattered site housing is permitted as long as the resulting housing has common ownership, financing, and property management, and each household signs a lease.

vii. The Department may, in its sole and absolute discretion, provide express written approval of structures lacking a permanent foundation, such as manufactured homes,

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recreational vehicles, and floating homes, for temporary use only. The Department encourages applicants to explore financing alternatives to Homekey for such structures. Applicants that wish to access Homekey funds for these special uses shall submit, in their application, a detailed explanation of how the use will meet all Homekey Program requirements, including the requirements for use and affordability restrictions set forth at Section 208 of this NOFA.

Applicants seeking the Department's approval of structures lacking a permanent foundation are encouraged to discuss their options at the required pre-application consultation.

viii. **Existing Homekey Assisted Units, previously awarded under the first round of Homekey funding, are ineligible for funding under this NOFA.**

Section 203. Geographic Distribution and Set-Asides

COVID-19 impacts people who are experiencing or who are at risk of Homelessness throughout California. As such, the Department would like to ensure jurisdictions throughout the state have an equitable opportunity to apply for Homekey funds to protect the health and safety of their most vulnerable residents.

To this end, the Department has divided the state into eight regions, as outlined in Table 2, below. The regions are largely aligned with the various Councils of Government (COGs). As detailed in Table 3 below, each region has funding reserved. Each region's share of the Homekey allocation is calculated based on its proportionate share of persons experiencing homelessness as indicated by both the sheltered and unsheltered 2019 Homeless Point-in-Time (PIT) counts, plus its proportionate share of extremely low-income (ELI) renter households that are paying more than 50 percent of their income for rent.

The Department has established a four-month priority application period from the release date of the Homekey application in late September through January 31, 2022. During this prioritization period, the Department will group applications into one of the eight geographic regions, unless the application is prioritized for the Homeless Youth or Tribal Entity set-asides.

After January 31, 2022, the Department will stop grouping applications by geographic region, and instead deploy unused funds from any undersubscribed geographic region(s) to fund subsequent applications statewide. The set-aside funding for Homeless Youth and Tribal Entities will remain unchanged. The Department will also redeploy undersubscribed and unused funds beginning May 2, 2022, as specified at Section 400 of this NOFA.

To further encourage the timely submission of Homekey applications, the Department will also award a bonus to applications submitted by January 31, 2022, as further detailed in Section 207.

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Table 2: Counties by Geographic Distribution through January 31, 2022

Counties by Geographic Distribution			
Los Angeles County	**San Joaquin Valley**	**Central Coast**	**Balance of State (Cont.)**
Bay Area	Fresno	Monterey	Lassen
Alameda	Kern	San Benito	Mariposa
Contra Costa	Kings	San Luis Obispo	Mendocino
Marin	Madera	Santa Barbara	Modoc
Napa	Merced	Santa Cruz	Mono
San Francisco	San Joaquin	**Balance of State**	Nevada
San Mateo	Stanislaus	Alpine	Plumas
Santa Clara	Tulare	Amador	Shasta
Solano	**San Diego County**	Butte	Sierra
Sonoma	**Sacramento Area**	Calaveras	Siskiyou
Southern California	El Dorado	Colusa	Tehama
Imperial	Placer	Del Norte	Trinity
Orange	Sacramento	Glenn	Tuolumne
Riverside	Sutter	Humboldt	
San Bernardino	Yolo	Inyo	
Ventura	Yuba	Lake	

Table 3: Estimated Homekey Geographic Allocations

Region	PIT Count	Severely Rent-Burdened ELI	CSFRF Allocation	GF Allocation
Los Angeles County	58,936	395,380	$296,715,462	$61,966,491
Bay Area	35,028	196,270	$165,312,376	$34,524,079
Southern CA	15,360	188,835	$101,785,576	$21,257,049
San Joaquin Valley	10,064	100,400	$60,041,459	$12,539,146
San Diego County	8,102	88,470	$50,514,984	$10,549,623
Sacramento Area	8,167	68,640	$45,065,261	$9,411,495
Central Coast	8,157	35,795	$35,671,365	$7,449,660
Balance of State	7,464	30,834	$32,093,517	$6,702,457

Set-Asides

The $1.45 billion in Homekey funds will be allocated as follows:

Table 4: Homekey Funding Categories

Category	CSFRF Allocation	GF Allocation
Total Homekey Allocation	**$1,200,000,000**	**$250,000,000**
Total Geographic Allocation	$787,200,000	$164,400,000
Discretionary Reserve at 20%	$196,800,000	$41,100,000
State Administrative at 5%	$60,000,000	$12,000,000
Tribal Set-Aside at 5%	$60,000,000	$12,500,000
Homeless Youth Set-Aside at 8%	$96,000,000	$20,000,000

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The Department will reserve 20 percent of the Homekey money to address unforeseen circumstances and to ensure that funding is effectively aligned with need. (For instance, the Department may use this reserve money to fund high-scoring projects in oversubscribed regions.)

Of the total amount provided under this NOFA, set-asides shall be reserved for Homeless Youth and Tribal Entity Projects meeting the criteria set forth below, and in the amounts set forth in Table 4 above. Unless otherwise indicated, all scoring criteria and other NOFA provisions shall govern the set-aside awards provided under this NOFA.

1. Homeless Youth: Pursuant to HSC section 50675.1.3, subdivision (c), the Department will set aside eight percent (8%) of Homekey funding for Projects serving Homeless Youth, or Youth at Risk of Homelessness, as defined in 24 Code of Federal Regulations (CFR) part 578.3. Projects within this set-aside may expand the Target Population to include current and former foster youth through the age of 25.

   This set-aside is not subject to geographic allocation, but the Department will aim to promote geographic equity. Homekey Projects are not required to serve Homeless Youth, or Youth at Risk of Homelessness. Homekey Projects proposing to serve Homeless Youth, or Youth at Risk of Homelessness, may also serve other qualifying members of the Target Population.

   Projects that meet the threshold requirements of Sections 300-303, as well as the following criteria, will be prioritized for Homeless Youth set-aside funds:

   - Have at least 25 percent (25%) of Assisted Units reserved for Homeless Youth or Youth at Risk of Homelessness; (See Section 304, 4a for points awarded)

   - Have jointly applied and/or partnered with a nonprofit corporation(s), including community-based organization(s), with experience serving Homeless Youth, or Youth at Risk of Homelessness; and (see Section 304, 2a-c for points awarded)

   - Have reasonable proximity to youth-centered amenities, including, but not limited to, community colleges, universities, trade schools, apprenticeship programs, employment programs, childcare centers for parenting youth, and community centers for youth (e.g., LGBTQ+ centers, drop-in youth centers). (See Section 304, 4g for points awarded)

   The Department will also prioritize Projects that provide supportive services for Youth Assisted Units using a Positive Youth Development (PYD) model and trauma-informed care. Services may include, but are not limited to, case management, income supports, educational and employment counseling, life skills, legal assistance, health and wellness, and family connection services.

2. Tribal Entities: The Department will set aside five percent (5%) of the Homekey funding for Eligible Applicants that meet the definition of a Tribal Entity, as set forth and provided in this NOFA. This set-aside is not subject to geographic allocation, but the Department will aim to promote geographic equity.

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The Department will endeavor to provide comprehensive technical assistance to Tribal Entities, and Tribal Entities are highly encouraged to utilize available technical assistance throughout the application process and during implementation of the Project.

The requirements set forth in this NOFA are subject to AB 1010 (Stats.2019, c. 660), which is set forth in HSC section 50406, subdivision (p). Accordingly, and pursuant to HSC section 50406, subdivision (p), **(a)** where the provisions of tribal law, tribal governance, tribal charter, or difference in tribal entity or legal structure would cause a violation or not satisfy the requirements of this NOFA, said requirements may be modified as necessary to ensure program compatibility; and **(b)** where provisions of tribal law, tribal governance, tribal charter, or difference in tribal entity legal structure or agency create minor inconsistencies (as determined by the Director of the Department or a duly authorized designee thereof) with the requirements set forth in this NOFA, the Department may waive said requirements, as deemed necessary, to avoid an unnecessary administrative burden. Matters set forth or otherwise provided for in this NOFA that may be modified or waived include, without limitation, threshold scoring requirements and any other matters set forth in HSC section 50406, subdivision (p)(2). Tribal Applicants are accordingly encouraged to discuss any such potential modifications or waivers and their options in that regard at the required pre-application consultation.

Section 204. Program Deadlines

Capital funds must be expended within eight months of the date of award. For Projects that involve acquisition and are receiving capital awards, Grantees must expend the funds by the expenditure deadline and the project escrow must be closed by the expenditure deadline. To meet this requirement, the Department will provide ongoing support to assist Grantees and has developed an accelerated award and disbursement process.

Additionally, Grantees shall complete all applicable construction and/or Rehabilitation within 12 months of the date of award. All Projects shall achieve a full occupancy (fully occupied with consideration for an average of 10% vacancy rate at any given time) within 90 days of construction and/or Rehabilitation completion. The Grantee may ask the Department for an extension for construction and/or Rehabilitation completion, where it is clear that the extension is due to circumstances or conditions beyond their control and granting an extension will enable the Project to complete construction and/or Rehabilitation or achieve full occupancy of the Assisted Units. In cases where an extension for construction and/or Rehabilitation completion is granted by the Department, the deadlines for capital fund expenditure and full occupancy may be extended within the constraints of applicable law.

Pursuant to 31 CFR part 35.5, the Department may reimburse eligible costs incurred beginning on March 3, 2021. Applicants are encouraged to discuss their options at the required pre-application consultation.

All operating funds must be fully expended by the Grantee by no later than June 30, 2026.

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Section 205. Maximum Grant Amounts and Capital Funding Match

Homekey will fund a maximum grant amount per door, pursuant to the conditions of this section, which includes both the acquisition cost and any needed Rehabilitation or new construction. **The award will be the lower of the maximum grant amount, or the sum of the acquisition amount supported by an appraisal and any additional construction and Rehabilitation expenses as supported by documentation required by the Department.** "Door" refers to units at the time of the acquisition, which may differ from the number of units that are available after a conversion of the property. For those projects that undergo a future conversion, the number of units may need to be reduced in order to accommodate kitchenettes, additional bedrooms, space for supportive services and other amenities. For new construction and conversion of office, commercial, or other non-residential structures into residential dwelling units, Homekey will fund a maximum grant amount per completed Assisted Unit serving the Target Population, or an amount as supported by an appraisal, whichever is lower. “Assisted Unit” refers to units that are available after the construction or conversion of the property.

The Department will contribute a baseline amount per door, as outlined below, in whichever category is higher for the Assisted Unit. This baseline contribution does not require a local match.

Unit Size -- Baseline Capital Amounts:

i. Studio or one-bedroom units will receive a baseline amount of $150,000 per door.

ii. Two-bedroom units will receive a baseline amount of $175,000 per door.

iii. Three-bedroom or larger units will receive a baseline amount of $200,000 per door.

Note that Homekey will fund “doors” based upon the number of units and unit size at the time of acquisition. In situations where units are combined to make larger units, awards will default to the number of doors and size of units at acquisition. In situations where multi-bedroom (two or more bedrooms) units at acquisition are divided into smaller unit sizes, awards will default to the number of doors and size of units with the lower baseline amount per door.

OR

Sub-Populations Served -- Baseline Capital Amounts:

i. Assisted Units reserved for those experiencing Chronic Homelessness will receive a baseline amount of $200,000 per door.

ii. Assisted Units reserved for Homeless Youth or Youth at Risk of Homelessness will receive a baseline amount of $175,000 per door.

Additional Contribution Amount – Local Match

Beyond the applicable baseline amount, the Eligible Applicant may leverage a 1:1 local match to provide up to $100,000 in additional funds per door. For example, where the Applicant shows $100,000 in matching funds, the Department will fund no more than $250,000 for a 1-bedroom Assisted Unit, $275,000 for a 2-bedroom Assisted Unit,

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$300,000 for a 3+ bedroom Assisted Unit, $300,000 for an Assisted Unit serving those experiencing Chronic Homelessness, and $275,000 per door for an Assisted Unit serving Homeless Youth/Youth at Risk of Homelessness.

Appendix A shows how maximum funding awards from Homekey vary with different per-door costs, unit types, and Applicant contribution levels.

For relocation costs, the Department will pay for one-half of the relocation cost per door in addition to the capital award. For example, if a Project includes $15,000 in relocation costs, then the Department will pay for $7,500 of that relocation cost.

For the purchase of affordability covenants and restrictions, and for master-leasing, the Department may size the award per door based on a recent market study within the past year which conforms to guidelines adopted by the Tax Credit Allocation Committee (TCAC), and/or a rent roll, and/or other supporting documentation. For these uses, the maximum Homekey contribution per door shall not exceed the maximum amounts referenced in this section for acquisition, Rehabilitation, and new construction.

Section 206. Operating Subsidies and Match

i. Where an operating subsidy is requested, the total amount of operating subsidy per Assisted Unit is limited as follows:

   a. Assisted Units reserved for those experiencing Chronic Homelessness, for Homeless Youth, or for Youth at Risk of Homelessness shall not exceed $1,400 per month; and

   b. All other Assisted Units shall not exceed $1,000 per month.

ii. The total duration of the operating subsidy (as described in i. above) is tied to the amount of the Applicant's matching funds, and is limited as follows:

   a. If Projects can demonstrate a commitment of three years of non-Homekey operating funds for Assisted Units, the Department will provide an operating subsidy sized for two years.

   b. If Projects can demonstrate a commitment of four or more years of non-Homekey operating funds for Assisted Units, the Department will provide an operating subsidy sized for three years.

   c. If Projects have application scores of 140 or more, the Department may consider providing an operating subsidy sized for three years without the Applicant demonstrating a commitment of four or more years of non-Homekey operating funds.

iii. Operating subsidy may pay for necessary, recurring Project Operating Expenses in an amount approved by the Department. Qualifying expenses include utilities, maintenance, management fees, taxes, licenses, and supportive services costs, but not debt service or required reserve account deposits. Operating Expenses should be included in the Project's submitted budget.

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iv. If requesting an operating subsidy, the Eligible Applicant must submit a letter of support from the local Continuum of Care (CoC) or Housing Authority confirming the need for an operating subsidy and evidencing that other operating funding, such as rental subsidies, were sought for the Project, but the funding isn't available for this use. A letter template and a list of potential Homekey complementary funding can be found on the Homekey webpage.

v. The Homekey-funded portion of the operating subsidy must be expended (liquidated) by June 30, 2026, with the Grantee establishing a capitalized operating subsidy reserve and disbursing the funds as outlined in this NOFA.

vi. Eligible Applicants are required to demonstrate a five-year commitment to provide operating funds for the proposed project. The first two years of operating funds may include an award from Homekey. Operating match may be obtained from any source, including any federal, state, local, private, or philanthropic source. Eligible Applicants will have an opportunity to discuss the match requirements and potential match sources during the pre-application consultation.

Additionally, the following requirements apply to operating match contributions:

i. The Eligible Applicant must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match Homekey funds; and

ii. If the State General Funds are used to satisfy the matching requirements of another program, then funding from that program may not be used to fulfill the matching requirements of the Homekey Program.

Section 207. Bonus Awards

Timely Submission of Application

The Department will award an additional $10,000 per Assisted Unit as a bonus award for each Project with a timely submission of a complete application to the Department by January 31, 2022. Application packages that are incomplete or that do not meet the filing requirements will not be awarded the bonus award. This bonus may be used for either operating or capital expenses.

Expedited Occupancy

The Department will award $10,000 per Assisted Unit as a conditional bonus amount for Projects meeting the following expedited occupancy timeframe:

i. Project's Assisted Units achieve full occupancy (with consideration for an average of 10 percent vacancy) within eight (8) months of the date of award.

This bonus award can be used for operating costs only, including the reimbursement of operating costs already incurred. Projects eligible for this bonus award must commit to achieving full occupancy within eight (8) months after the award date. Projects will not receive the bonus award if reaching full occupancy in eight (8) months was not planned in their application, nor required in their Standard Agreement.

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The Department will not disburse the conditional bonus amount until proof of full occupancy (rent roll) is provided to the Department within eight (8) months of the date of award. Once the documentation is deemed sufficient by the Department, the Grantee may submit a request for funds disbursement. If Grantee fails to meet the expedited occupancy timeframe as indicated in their application, the Department may reallocate the conditional bonus amount to fund other Eligible Applicants.

Section 208. Affordability Term

The Grantee shall duly encumber all Interim Housing, Transitional Housing, and Congregate Shelter Projects with a 15-year covenant, declaration, regulatory agreement, or similar use restriction that (a) is recorded in first position against the Project real property for the benefit of the Department, (b) restricts the use, operation, occupancy, and affordability of the Project in accordance with all applicable requirements of this NOFA and all other Program requirements, and (c) is otherwise in form and substance acceptable to the Department.

The Grantee shall duly encumber all Permanent Housing Projects with a 55-year covenant, declaration, regulatory agreement, or similar use restriction that (a) is recorded in first position against the Project real property for the benefit of the state, regional, local, or tribal Grantee, (b) restricts the use, operation, occupancy, and affordability of the Project in accordance with all applicable requirements of this NOFA and all other Program requirements, (c) duly names the Department as a third party beneficiary with the right and privilege, but not the obligation, of enforcement thereof, and (d) is otherwise in form and substance acceptable to the Department.

Section 209. Flexibility

The Department recognizes the limited availability of local, state, and federal funds, and the corresponding imperative for flexibility in the Homekey Program. Therefore, subject to the Department's advance written approval, a Grantee may use a capital expenditure award to fund the proposed project's operating costs, or an operating award to fund the proposed capital expenditure, so long as the aggregate Homekey award is expended on eligible uses.

Article III – Threshold and Scoring Criteria

Section 300. Threshold Requirements

To be eligible to receive funding, all Projects must meet the following requirements as they relate to the Eligible Applicant and the project types:

i. Applications may be submitted independently by an Eligible Applicant, as defined in Section 200 and Article VII. Alternatively, each of the foregoing Eligible Applicants may apply jointly with a nonprofit or for-profit corporation as Co-Applicant.

ii. Projects must serve persons qualifying as members of the Target Population.

iii. Applications must include an initial plan for providing supportive services based on the anticipated needs of the Target Population and any proposed sub-populations to be served by the Project. The initial plan shall be reasonably detailed and

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comprehensive, as determined by the Department in its sole and absolute discretion. The supportive services plan shall provide a description of the services that will be available at the housing site including but not limited to case management, behavioral health services, physical health services, assistance obtaining benefits and essential documentation, and education and employment services. The plan shall include a description of the on-site staffing plan proposed to deliver these services. Also, the plan shall describe the approach to securing and/or connecting residents to off-site services including primary care and other needed physical health and behavioral health services as well as other tenancy supports.

iv. Applications must include an overview of the plan and timeline for any required entitlements, permits, and environmental clearances. Eligible Applicants will have an opportunity to discuss their land use and environmental clearance plans, and related statutory authorities during the pre-application consultation.

v. Applications must include a completed Racial Demographic Data Worksheet, which reports CoC outcomes by race and ethnicity. The completed worksheet may be submitted by the Applicant and the template can be found on the Homekey webpage.

vi. The Grantee shall have site control of the property at the time of application, and such control shall not be contingent on the approval of any other party. The status and nature of the Grantee's title and interest in the property shall be subject to the Department's approval. Site control may be evidenced by one of the following:

a. Fee title;

b. A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with all program requirements;

c. A leasehold estate held by a Tribal Entity in federal tribal trust lands property, or a valid sublease thereof that has been or will be approved by the Bureau of Indian Affairs;

d. An executed disposition and development agreement, or irrevocable offer of dedication to a public agency;

e. A sales contract, or other enforceable agreement for the acquisition of the property;

f. A letter of intent, executed by a sufficiently authorized signatory of the Eligible Applicant, that expressly represents to the Department, without condition or reservation, that, upon successful application, the Eligible Applicant shall purchase or otherwise acquire a sufficient legal interest in the property to accomplish the purpose of the award. The letter of intent must also be acknowledged by the party selling or otherwise conveying an interest in the subject property to the Eligible Applicant. If this form of evidence is relied upon at the time of application, the Department may impose additional milestones, in the Standard Agreement, regarding increased evidence of eventual site control closer to the likely close of escrow; or

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g. Other forms of site control that give the Department assurance (equivalent to items a. through f. above) that the Applicant will be able to complete the Project in a timely manner and in accordance with all the Program's objectives and requirements.

h. For Applicants proposing sites that will require a use change for permanent housing, there should be a commitment and plan to facilitate or expedite those processes, so as to not delay expenditure and occupancy requirements.

vii. The Eligible Applicant applying for the Homekey funding is the entity that the Department relies upon for experience and capacity, and will control the project during acquisition, development, and occupancy.

viii. A development plan that supports acquisition of a site and fund expenditure before all program deadlines and demonstrates evidence of strong organizational and financial capacity to develop the project.

ix. Assisted Units and other units of the Project must meet all applicable state and local requirements pertaining to rental housing, manufactured housing, including but not limited to requirements for minimum square footage, and requirements related to maintaining the project in a safe and sanitary condition.

x. Applicants and Co-Applicants must be in good standing with the State of California and all agencies and departments thereof. By way of example and not limitation, an Applicant and Co-Applicant must be qualified to do business in the State of California and must be in good standing with the California Secretary of State and the California Franchise Tax Board. Applicants that are delinquent in meeting the material requirements of previous Department awards may, in the Department's reasonable discretion, fail threshold review.

xi. The Department will require Eligible Applicants to submit a complete application with all required documents. The Department reserves the right to request clarification of unclear or ambiguous statements made in an application and other supporting documents.

xii. Relocation Assistance Narrative. Applicant shall submit a concise, sufficiently detailed narrative to demonstrate its consideration of, and early engagement with, applicable relocation assistance laws and requirements. (This Relocation Assistance Narrative does not take the place of the relocation plan, or the Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement, that the Grantee shall submit as a condition of funding.) Applicant's Relocation Assistance Narrative shall include or identify the following:

a. A diagrammatic sketch of the Project site.

b. Clear, high-resolution photographs of the Project site and all improvements thereon (e.g., buildings, parking lots, billboards).

c. The projected dates of any Homekey-funded acquisition, construction, Rehabilitation, demolition, or similar development activities at the Project site.

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d. A description of any persons, businesses, or farm operations that will or may be displaced from the Project site by the foregoing development activities. Applicant shall specify whether any such displacement will be permanent or temporary.

    i. If no such displacement will occur, Applicant shall conclude the narrative by expressly confirming that Applicant's eligible use(s) of the funds will not result in the displacement of any persons, businesses, or farm operations from the Project site.

    ii. If such displacement will occur, Applicant shall further develop the narrative by including the additional elements set forth at (e) – (i) below.

e. A description and evidence of attempts made to maintain the tenure of existing residents that may qualify under the criteria for the Target Population.

f. A description of the aggregate relocation needs of the persons, businesses, or farm operations that will or may be displaced by the Homekey-funded activities.

g. A brief description of how those relocation needs will be met, as well as the Applicant's projected timeline for fully meeting those needs, including the dates of planned notices to displaced persons, businesses, or farm operations.

h. An identification of the Applicant's relocation consultant and/or relocation services provider in connection with the project site. Applicant shall also submit legible copies of its services contract or letter of intent with or to the relocation consultant and/or relocation services provider.

i. Applicant's cost estimate (and associated funding strategy) for providing relocation assistance and benefits to the persons, businesses, or farm operations that will or may be displaced by the Homekey-funded activities.

Section 301. Permanent Housing Requirements

In addition to Section 300 above, Permanent Housing projects will also be evaluated on the following requirements:

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i. Funding commitments or other reasonable assurance to cover operations and service costs with specific funding sources (government/philanthropic/private) for the proposed project for five (5) years and a budget which covers operations and services costs through year 15 from the recordation of the use restriction.

ii. If the Eligible Applicant is acquiring, rehabilitating, and operating a Permanent Housing project, the Eligible Applicant or Co-Applicant shall demonstrate the following minimum experience requirements:

   a. Development, ownership, or operation of a project similar in scope and size to the proposed project; or development, ownership, or operation of at least two affordable rental housing projects in the last ten years, with at least one of those projects containing at least one unit housing a tenant who qualifies as a member of the Target Population.

   b. The property manager and supportive service provider shall have three or more years of experience serving persons of the Target Population. If a property manager is not yet selected for the proposed project, the Eligible Applicant shall certify that this requirement will be reflected in any future solicitation or memorandum of understanding

   c. Experience administering a Housing First program that includes principles of harm reduction and low barriers to entry.

iii. One-for-one replacement of assisted housing

   a. If the acquired housing or site is to be redeveloped/repositioned as part of the locality's overall goal to address the needs of the Target Population and the community, the Applicant shall provide as part of the application a commitment to ensure one-for-one replacement of units.

   b. If the target site is going to be demolished before any occupancy by the Target Population, no one-for-one replacement commitment needs to be provided. The unit mix will be evaluated based on the project proposal.

   c. The application shall include a site map indicating the original target housing location and all proposed housing location(s). If all proposed housing will be located within the neighborhood, no additional documentation is necessary. If replacement housing is proposed outside the target neighborhood, the application must also include a justification explaining why it is necessary to locate this replacement housing outside the target neighborhood (i.e., offsite) and how doing so supports and enables the Target Population to maintain housing.

Section 302. Interim Housing Requirements

In addition to Section 300 above, Interim Housing projects will also be evaluated on the following requirements:

i. Funding commitments or other reasonable assurance to cover operations and service costs with specific funding sources (government/philanthropic/private) for the

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proposed project for five (5) years and submit a budget to cover operations and services costs through year 15 from the recordation of the use restriction.

ii. If the Eligible Applicant is acquiring, rehabilitating, and/or operating an Interim Housing project, the Eligible Applicant or Co-Applicant shall demonstrate the following minimum experience requirements:

a. Successful development, ownership, or operation of an Interim Housing project, such as an emergency shelter or Transitional Housing for at least three of the last ten years for individuals who qualify as members of the Target Population;

b. Experience in linking Interim Housing program participants to Permanent Housing to ensure long-term housing stability; and

c. Experience administering a Housing First program that includes principles of harm reduction and low barriers to entry.

Section 303. Other Requirements

i. Units serving the Target Population and occupied units serving ELI households are eligible for funding.

a. Homekey may fund all units in a project or a portion of the units. If seeking Homekey funding for a portion of the units in a given project, Applicants must identify committed sources for the non-Homekey units. The non-Homekey units are not required to serve the Homekey Target Population.

b. If, at the time of acquisition, an existing tenant's household income is at or below the ELI limit, but the tenant does not qualify as a member of the Target Population, the tenant may remain in place and the unit may still be funded by Homekey. When, in the course of normal tenant turnover, the ineligible household moves from the unit, the unit shall thereafter be occupied by the Target Population. There should be no more than 49 percent of the Assisted Units that do not meet the Target Population. An existing household who meets the Target Population definition or was a member of the Target Population at the time they moved into the property will not be counted towards the 49 percent cap. Evidence confirming that existing tenants qualify as either ELI or Target Population will be required of the Applicant.

ii. At year 15 from the recordation of the use restriction, in circumstances where the Grantee has exhausted available operating funding and demonstrated to the Department that the Project is no longer feasible, the Department may approve an increase in income levels, to the minimum extent required for fiscal integrity, in five percent increments of Assisted Units up to 50 percent AMI.

iii. The Department reserves the right to set restrictions on the unit mix, rent levels, and other factors deemed necessary. To the maximum extent possible, these changes shall minimize the impact on the lowest income Project residents and shall be phased in as gradually as possible. If, following any increase in rents and income limits, or modification of Target Population occupancy requirements, new resources become available, or market demand changes, allowing reversion to the former income and

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rent limits or Target Population occupancy requirements, the Department may re-impose these income limits and rent limits or Target Population occupancy requirements, in whole or in part, subject to an analysis of Project feasibility.

iv. In addition to Section 300 above, Applicants purchasing affordability covenants and restrictions will also be evaluated on the following requirements:

   a. The Grantees that purchase affordability covenants and restrictions for existing residential units shall restrict those units to individuals and families who are Homeless or who are At Risk of Homelessness, as defined in 24 CFR part 578.3. Such restriction shall run for at least 15 years.

v. In addition to Section 300 above, master leasing projects will also be evaluated on the following requirements:

   a. The Grantee shall provide a 15-year plan from the recordation of the use restriction to cover operations and service costs for the Project with specific funding sources (government/philanthropic/private). The Department may waive the requirement for a 15-year plan to cover operating and services costs in cases where master-leased units are intended for a shorter-term need, including, but not limited to, the housing of individuals temporarily displaced as a result of Rehabilitation, or immediate and short-term placement of individuals while permanent units are under construction.

   b. The Department can consider and has the discretion to approve other master leasing timeframes and scenarios. Applicants are encouraged to discuss their options at the required pre-application consultation.

Section 304. Application Scoring Criteria

In addition to meeting the other minimum program requirements outlined in Article III, Applicants must score a **minimum of 120 points to be eligible for funding**. Scores will be based on the following:

Table 5: Homekey Application Scoring Criteria

Categories and Maximum Point Scores	Evaluation Criteria
1. Ability to expend funds timely and demonstration of operating leverage **(Up to 40 points)**	a. Identification of the site suitable for development and evidence of site control, or a plan and timeline for obtaining site control along with other supporting evidence (e.g., letter of intent, an exclusive negotiating agreement, ground lease, etc.). **NOTE**: Sections 300-303 of this NOFA further outline site control requirements related to specific project type. **(Up to 20 points)** - Fee title/leasehold (20 points) - Option agreement/sales contract (20 points) - Exclusive negotiating agreement (15 points) - Letter of intent (15 points) b. Documented commitment of non-Homekey rental or operating subsidies that will be used to maintain the ongoing affordability of the project. **(Up to 20 points)**

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Categories and Maximum Point Scores	Evaluation Criteria
	Project-Based or Grantee-Based Enforceable Funding Commitments for operating assistance, or rental subsidies (including, but not limited to project-based vouchers, VASH vouchers, tenant-based vouchers, or locally funded rental assistance): (1 point for each 5 percentage increment of Assisted Units with committed funding, up to a maximum of 20 points) Contingencies in commitment documents based upon the receipt of Round 2 Homekey funding will not disqualify a source from being counted as committed. However, the Department must approve evidence that funding will reliably be available.
2. Experience **(Up to 55 points)**	a. Demonstration of Applicant or member(s) of development team's experience in development, ownership, or operation of a project(s) similar in scope and size to the proposed Project. **NOTE**: Sections 300-303 of this NOFA further outline threshold experience requirements related to specific project type. **(Up to 25 points)** - Development, ownership, or operation of one project similar in scope and size to the proposed Project; or development, ownership, or operation of at least two affordable rental housing or interim projects in the last ten years, with at least one of those projects containing at least one unit housing a tenant who qualifies as a member of the Target Population. (10 points) - 5 additional points awarded for each additional project (development, ownership, or operation of affordable rental housing or interim projects in the last ten years serving at least one member of the Target Population) (up to 15 additional points) b. Demonstration of service provider's experience helping persons address barriers to housing stability and providing other support services, not necessarily within a housing project. Service provider may be Applicant, or a member of the development team described in Applicant's response to point category 2.c., below. Service provider experience must be with the specific population(s) housed within the Homekey units to count toward points in this section (e.g., families, singles, Homeless Youth, Chronically Homeless) **(Up to 15 points)** - 1 point awarded for each year of service experience, up to a maximum of 15 points. - **NOTE:** Sections 300-303 of this NOFA further outline threshold experience requirements related to specific project type. c. Commitment letter(s) or MOU(s) documenting how the complete development and management team (which may include Applicant, developer, property manager, lead service provider, etc.) are connected and will work together on the Project. Applicants are encouraged to complete due diligence checklists to ensure all members of the team are aware of roles and responsibilities **(Up to 15 points)**
3. Racial equity and Community Engagement **(Up to 20 points)**	a. Racial Disparities Analysis **(Up to 10 points)** Using the Racial Demographic Data Worksheet (in application), provide the Continuum of Care Outcomes by Race and Ethnicity and the following analysis. **NOTE**: Section 300 of this NOFA further outlines this threshold requirement. Using the data from the worksheet, provide a narrative analysis of the racial and ethnic disparities in systems outcomes. What are the root

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Categories and Maximum Point Scores	Evaluation Criteria
	causes or factors leading to these racial inequities? For service providers with prior experience, provide an analysis of prior program outcomes. Detail how the Applicant will address racial and ethnic disparities in program outcomes at each stage of the project design and development. b. Community Engagement **(Up to 10 points)** Detail how the Applicant has engaged or will engage with the target community, including people currently experiencing homelessness and people with lived experience of homelessness, to inform the design of the project. Provide documentation of this engagement, including but not limited to meeting notes, community planning documents, MOU of partnership with community organization, etc.
4. Community impact and site selection **(Up to 92 points)**	a. The Project serves specific sub-populations **(20 points**) - 25% or more of Assisted Units are reserved for those experiencing Chronic Homelessness (20 points); **OR** - 50% or more of Assisted Units are reserved for those experiencing Homelessness (20 points); **OR** - 25% or more of Assisted Units are reserved for Homeless Youth or Youth at Risk of Homelessness (20 points); b. Assisted Units include units for large family housing types **(10 points)** - At least twenty-five percent (25%) of the Assisted Units in the project shall be three-bedroom or larger units, **AND** - At least an additional twenty-five percent (25%) of the Assisted Units in the project shall be two-bedroom or larger units, consistent with TCAC Regulations (4 CCR § 10325(g)(1)(A-I)), (10 points) c. Commitment to 55 year deed restriction to serve Target Population, waiving any potential accommodation by the Department to increase income limits as described in Section 303. **(Up to 20 points**) - At least 25% of Assisted Units restricted (5 points) - At least 50% of Assisted Units restricted (10 points) - At least 75% of Assisted Units restricted (15 points) - 100% of Assisted Units restricted (20 points) d. The extent to which the Project (with 20 or more units) commits to being accessible to persons with disabilities **(Up to 10 points)** - Exceeds the state and federal accessibility requirements set forth Section 505, specifically providing a minimum of 15 percent of units with features accessible to persons with mobility disabilities, as defined in 24 C.F.R. Section 8.22 and the parallel ADAAG 2010 and CBC provisions; (5 points) - A minimum of 10 percent of units with features accessible to persons with hearing or vision disabilities, as defined in 24 CFR Part 8.22 and the parallel ADAAG 2010 and CBC Chapter 11B provisions. (5 points) e. The proposed project requires no Rehabilitation or construction, or the Rehabilitation/construction and full occupancy can be completed within eight (8) months of award. Those receiving points in this category are

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Categories and Maximum Point Scores	Evaluation Criteria
	also able to utilize the bonus award as outlined in Section 207. **(10 points)** f. For any project where the Applicant's capital match exceeds the minimum match required per Assisted Unit, one (1) point will be assigned for every $10,000 over the minimum match required (**Up to 10 points**); **OR** For any project where the average total cost per Assisted Unit is below the minimum baseline per door, one (1) point will be assigned for every $10,000 under the baseline amount. **(Up to 10 points)** g. Site Selection **(Up to 12 points**) The project site is located within 1/2 mile of a bus rapid transit station, light rail station, commuter rail station, ferry terminal, bus station, or public bus stop OR the project includes an alternative transportation service for residents (e.g., van or dial-a-ride service), if costs of obtaining and maintaining the van and its service are included in the budget and the operating schedule is either on demand by tenants or a regular schedule is provided (4 points) The Project site is in proximity to essential services: i. Grocery store – within 1/2 mile of a full-scale grocery store/supermarket where staples, fresh meat, and fresh produce are sold. (1 mile for projects in rural areas) (2 points); **NOTE**: If applying for TCAC, it is advisable that the grocery store be at least 25,000 gross interior square feet. ii. Health facility – within 1/2 mile (1 mile for projects in rural areas) of a qualifying medical clinic with a physician, physician's assistant, or nurse practitioner on-site for a minimum of 40 hours each week, or hospital (not merely a private doctor's office). A qualifying medical clinic must accept Medi-Cal payments, or Medicare payments, or Health Care for the Homeless, or have an equally comprehensive subsidy program for low-income patients; (1 point) iii. Library – within 1/2 mile of a book-lending public library (1 mile for projects in rural areas); (1 point) iv. Pharmacy – within 1/2 mile of a pharmacy (1 mile for projects in rural areas). May be included in a grocery store or health facility (2 points) v. For projects with units serving Homeless Youth: within one mile of at least two of the following: community colleges, universities, trade schools, apprenticeship programs, employment programs, childcare centers for parenting youth, and/or community centers for youth (e.g., LGBTQ+ centers, drop-in youth centers) (2 points)
5. Negative Points **(Up to -20 points)**	a. For any project resulting in the permanent displacement of residents (not businesses or farm operations), as outlined below: - The project permanently displaces existing residents in 5% of total units. **(-5 points)** **-** Applicants lose one point (up to an additional 15 points) for each additional percentage point of households displaced out of total units.

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In the event of program oversubscription, where Applicants have the same score and the same date and time stamp, the Department may consider additional criteria as a tiebreaker, including, but not limited to, cost-effectiveness, community impact, affirmatively furthering fair housing, innovative housing types, tenant stability and proximity to transit, and services and amenities.

Article IV. Application Submission, Review, and Award Process

Section 400. Application Process and Submission

For OTC funding, applications will be accepted and evaluated on a first-come, first-served basis at any time from the release of the application until May 2, 2022, or until the available funds are exhausted, whichever occurs first. Funds are awarded to those applicants that meet the minimum threshold criteria, including the minimum point score.

Homekey Round 2 application materials must be submitted electronically to the Department's website.

Electronic Submission - Requirements for uploading the Homekey Round 2 Application and required supporting documentation, including naming conventions, are described in the Homekey Round 2 Application instructions/checklist tab. Applicants must upload all complete application materials to the Department's website no later than 11:59 p.m. Pacific Daylight Time on Wednesday, May 2, 2022, to the extent that funds remain available at that time.

Application packages that are incomplete or that do not meet the filing requirements will not be considered for funding but may be amended and resubmitted. Applications must be on the Department's forms and, forms cannot be altered or modified by the Applicant. Excel forms must be submitted in Excel format, not as a PDF document.

i. Applications will be prioritized as described in Section 203.

ii. The Department will evaluate applications for compliance with the minimum program requirements set forth in this NOFA.

iii. After each Applicant has been certified to meet the minimum program requirements, each project must receive a minimum overall score of 120 points, as outlined in Section 304, to be considered for a funding award.

iv. Each Applicant and Co-Applicant shall submit an authorizing resolution that, in the Department's reasonable determination, materially comports with the Program's requirements and is legally sufficient. In addition, each Co-Applicant shall submit a complete set of its organizational documents (including any amendments thereto). The Department will not disburse Homekey funds until it receives the foregoing documentation, as specified.

v. Applicant shall provide documentation of its ability to obtain the insurance coverages outlined in Article VIII of this NOFA.

vi. The application is a public record, which is available for public review pursuant to the California Public Records Act (CPRA) (Chapter 3.5 (commencing with Section 6250)

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of Division 7 of Title 1 of the Government Code). After final Homekey awards have been issued, the Department may disclose any materials provided by the Applicant to any person making a request under the CPRA. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank account numbers, personal phone numbers, and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

vii. The Department reserves the right to do the following:

a. Score an application as submitted even if information is missing from the application;

b. Request clarification of unclear or ambiguous statements made in an application or request additional clarifying documentation or information; and

c. Beginning May 2, 2022, deploy unused funds from an undersubscribed set-aside to fund other Eligible Applicants for other subsets of the Target Population.

Section 401. Pre-Application Consultation and Technical Assistance

The Department requires all Applicants to engage in a pre-application consultation with the Department prior to applying. The consultation will allow the prospective Applicant to discuss the proposed project, along with other applicable programmatic considerations, including those related to site acquisition, the CEQA, land use and land entitlements, CoC coordination and services partnerships, and long-term financing approaches. Pre-application consultations will be available upon the release of this NOFA and may be requested by emailing Homekey@hcd.ca.gov.

Section 402. Award Process

The Department will send an award letter to the successful Applicant. Funds will be disbursed after the Standard Agreement has been fully executed and approved by the Department unless the Standard Agreement specifies conditions precedent to disbursement.

The Department is committed to disbursing Homekey funds in a timely manner. To avoid any expenditure delays, funds may be issued directly to an escrow company that has been approved by the Department if the full award is toward acquisition. The Applicant shall identify the name and address of the escrow company, the name of the escrow officer, the escrow number, and any other information requested by the Department.

Section 403. Appeals

Basis of Appeals.

1. Applicants may appeal the Department's written determination that an application is incomplete, has failed threshold review, or has otherwise been determined to provide an insufficient basis for an award.

2. No Applicant shall have the right to appeal a decision of the Department relating to another Applicant's application (e.g., eligibility, point score, award, denial of award).

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3. The appeal process provided herein applies solely to decisions of the Department made pursuant to this NOFA.

Appeal Process and Deadlines.

1. Process. To file an appeal, Applicants must submit to the Department a written appeal, which sets forth all relevant facts, arguments, and evidence in support of the appeal. In addition, the Applicant must specify the area(s) of the application that are relevant to or provide context for the appeal. New or supplemental information must be limited and necessary to provide clarification or to address the insufficiencies identified in the subject application. No new or supplemental information will be considered if it would result in an unfair competitive advantage to the Applicant. Appeals are to be submitted to the Department at Homekey@hcd.ca.gov.

2. Filing Deadline. Appeals must be received by the Department no later than five (5) business days from the date of the Department's written determination regarding the subject application.

3. Decision. The requirements of this NOFA and all other applicable law will govern the Department's determination. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department.

Article V – Other Program Requirements

Section 500. Article XXXIV

Per HSC section 37001, subdivision (h)(2), article XXXIV, section 1 of the California Constitution (Article XXXIV) is not applicable to development that consists of the acquisition, Rehabilitation, reconstruction, alterations work, new construction, or any combination thereof, of lodging facilities or dwelling units using moneys received from the CSFRF established by the federal American Rescue Plan Act of 2021 (ARPA) (Public Law 117-2). As such, Article XXXIV is not applicable to Homekey-funded development.

Section 501. Housing First

The Eligible Applicant shall certify to employ the core components of Housing First, as set forth at Welfare and Institutions Code section 8255, in its property management and tenant selection practices. Projects shall accept tenants regardless of sobriety, participation in services or treatment, history of incarceration, credit history, or history of eviction in accordance with practices permitted pursuant to Housing First practices, including local Coordinated Entry System prioritization protocols, or other federal or state Project funding sources.

Section 502. Tenant Selection

Referrals to Homekey Assisted Units shall be made through the local Coordinated Entry System (CES) for persons who are experiencing Homelessness. For persons At Risk of Homelessness, CES or another comparable prioritization system based on greatest need shall be used. All referral protocols for Homekey Assisted Units must be developed in collaboration with the local CoC and implemented consistent with the requirements set forth

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in this NOFA. CoC collaboration in Project and supportive service design is also strongly encouraged to help target and serve greatest need populations.

Section 503. Participation in Statewide HDIS/HMIS

All Homekey Grantees shall support CoC participation in the statewide Homeless Data Integration System (HDIS), and, in accordance with state and federal law (including all applicable privacy law), disclose relevant data to the local Homeless Management Information System (HMIS).

Section 504. Relocation

1. Grantee must comply with all applicable federal, state, and local relocation law. Pursuant to relocation law, a Grantee must have a relocation plan prior to proceeding with any phase of a project or other activity that will result in the displacement of persons, businesses, or farm operations. To ensure that displaced persons and entities do not suffer a disproportionate impact as a result of projects which benefit the public, all notices to vacate and relocation services must be provided to them in accordance with applicable law. In addition, before the Homekey award will be disbursed, Grantee must have either:

   a. A Department-approved relocation plan; or

   b. A Department-issued Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement, which has been duly executed and approved by the Department.

   The Department will identify its form, substance, and submittal requirements for these relocation documents in the Homekey application materials. Where the Grantee's activities will or may result in displacement, the Grantee's development budget shall include enough funds to pay all costs of relocation benefits and assistance. Any modifications to the foregoing process requirements must be approved in advance by the Department in writing.

Section 505. Accessibility and Non-Discrimination

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

Grantees shall adopt a written non-discrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other

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classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with program funds made available pursuant to this NOFA.

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

Section 506. Prevailing Wages

Applicant's contemplated use of Homekey funds is subject to California's prevailing wage law (Lab. Code, § 1720 et seq.). Applicant is urged to seek professional legal advice about the law's requirements. Prior to disbursing the Homekey funds, the Department will require a certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law. The certification must verify that prevailing wages have been or will be paid, and that labor records will be maintained and made available to any enforcement agency upon request. The certification must be signed by the general contractor(s) and the Grantee.

Section 507. Environmental Clearances

The Department encourages Eligible Applicants to fully engage with the Department's technical assistance and to consider the CEQA exemption set forth at HSC section 50675.1.4 and the provision for land use consistency and conformity set forth at HSC section 50675.1.3, subdivision (i).

Applicants should consult with their counsel for legal advice in construing application of the foregoing exemptions to their Project. It is entirely within an Applicant's discretion to determine whether to use the statutory CEQA exemption, whether the exemption applies to the Applicant's proposed activity, or whether some other mechanism applies and could be used to satisfy obligations under CEQA.

Article VI – Program Operations

Section 600. Program Oversight

As specified by the Department and upon request, Grantees shall provide progress reports in connection with the development plan and any updates to the timeline for completion of the Project. The development plan should include the Project's completion milestones and any updates or substantial changes.

Grantees shall promptly notify the Department upon any changes in Grantee organization, authorization, or capacity.

Section 601. Reporting

Grantees shall submit an annual Homekey Program and Expenditure Report to the Department for five years following Standard Agreement execution. The report will be due no

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later than January 31 for the prior calendar year of January 1 to December 31. The report shall be in such form and contain such information as required by the Department in its sole and absolute discretion. At minimum, the report shall include the following data:

i. The amount of funds expended for the project.

ii. The location of any properties for which the funds are used.

iii. The number and size of habitable housing units produced, or planned to be produced, using the funds.

iv. The number and demographics of individuals housed, or likely to be housed, using the funds.

v. The racial and ethnic composition of the tenants assisted.

vi. The number of units, and the location of those units, for which operating subsidies have been, or are planned to be, capitalized using the funds.

vii. Detail of supportive services offered to tenants.

viii. Any lessons learned from the use of the funds.

ix. The proposed development vision that identifies the financial and regulatory mechanisms to be used to maintain the long-term affordability of the project.

x. The progress and status in securing any required entitlements, permits, environmental clearances.

xi. The proposed timeline for the completion of the project.

If a project received an award for an operating subsidy, Grantees shall also report their operating expenditures in the annual report.

In addition to the foregoing, the Grantee shall submit to the Department such periodic reports, updates, and information as deem necessary by the Department to monitor compliance and/or perform program evaluation. Any requested data or information shall be submitted in electronic format on a form provided by the Department.

The Grantee shall ensure that the expenditure of Homekey funds is consistent with the requirements of the Program. The Department shall monitor the expenditures to ensure that those expenditures comply with this NOFA.

The Department may request the repayment of funds or pursue any other remedies available, at law or in equity, for failure to comply with Program requirements.

Section 602. Disbursement of Grant Funds

Pursuant to 31 CFR part 35.5, the Department may disburse funds to cover Homekey-critical expenditures that were incurred beginning March 3, 2021. Homekey Program funds will be disbursed to the Grantee after the Department has received a request for funds from the Grantee and a Standard Agreement between the Grantee and the Department is fully

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executed. The Standard Agreement will set forth the general conditions of disbursement, any conditions precedent to disbursements (e.g., documentation requirements for pre-Standard Agreement expenditures or conditional performance measures), and the Department's remedies upon an event of default. The Standard Agreement will also identify the payee. Where Co-Grantees wish to receive the grant award outside of escrow, they must identify, and memorialize in the Standard Agreement, which Grantee will serve as the designated payee for all award amounts.

Section 603. Legal Documents

Upon the award of Homekey funds to a Project, the Department shall enter into one or more agreements with the Grantee(s), including a Standard Agreement, which shall encumber funds from the Homekey Program, subject to specified conditions. The agreement or agreements shall include, but not be limited to:

i. A description of the approved project and the permitted uses of funds;

ii. The amount and terms of the program grant;

iii. The use, income, occupancy, and rent restrictions, to be imposed on the project through a use restriction (e.g., covenant, regulatory agreement) recorded against the property of the project;

iv. Performance milestones, and other progress metrics, governing the completion of the project, along with the remedies available to the Department in the event of a failure to meet such milestones or metrics;

v. Provisions governing the manner, timing, and conditions of the disbursement of the program grant;

vi. Special conditions imposed as part of the Department's approval of the project;

vii. Terms and conditions required by federal and state law;

viii. Requirements for reporting to the Department;

ix. Remedies available to the Department in the event of a violation, breach, or default of the agreement; and

x. Provisions regarding Grantee liability. Specifically, the Grantee will remain liable to the Department for compliance with and the performance of all Program requirements regardless of any Department-approved transfer or assignment of interest. Likewise, each co-Grantee will remain jointly and severally liable to the Department for compliance with and the performance of all Program requirements regardless of any Department-approved transfer or assignment of interest, and notwithstanding the co-Grantees' identification of a designated payee.

The agreement will also include such other provisions as are necessary to ensure adherence to the objectives and requirements of the program.

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Section 604. Sales, Transfers, and Encumbrances

An Applicant(s) shall not sell, assign, transfer, or convey the awarded Project, or any interest therein or portion thereof, without the express prior written approval of the Department, which may be granted, delayed, or withheld in the Department's sole and absolute discretion.

Section 605. Defaults and Grant Cancellations

Funding commitments may be canceled by the Department under any of the following conditions:

i. The objectives and requirements of the Homekey Program cannot be met and the implementation of the Project cannot proceed in a timely fashion in accordance with the timeframes established in the Standard Agreement or the regulatory agreement.

ii. In the event of a breach or violation by the Grantee, the Department may give written notice to the Grantee to cure the breach or violation. If the breach or violation is not cured to the satisfaction of the Department within a reasonable time period, the Department, at its option, may declare a default under the relevant document and may seek legal remedies for the default including the following:

   a. The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Project in accordance with Homekey Program requirements; and

   b. The Department may seek such other remedies as may be available under the relevant agreement or at law, or in equity.

Article VII – Definitions

Below are the definitions for purposes of the Homekey Program:

i. "Applicant" means the "Eligible Applicant," as that term is defined in this NOFA, as well as the Eligible Applicant's nonprofit or for-profit corporation Co-Applicant(s), if applicable. As allowed or required by context, the term "Applicant" shall refer to all such entities in their individual and/or collective capacity.

ii. "Area Median Income" or "AMI" means the most recent applicable county median family income published by the California Tax Credit Allocation Committee (TCAC) or the Department.

iii. "Assisted Unit" means a residential housing unit that is subject to rent, income, occupancy, or other restrictions associated with a Homekey site.

iv. "At Risk of Homelessness" has the same meaning as defined in Title 24 CFR Part 578.3.

v. "Co-Applicant" means the nonprofit or for-profit corporation that is jointly applying for Homekey funds with a state, regional, or local public entity, or with a Tribal Entity.

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vi. "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

vii. "Chronic Homelessness" means a person who is chronically homeless, as defined in Title 24 CFR Part 578.3.

viii. "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Title 24 CFR Part 578.3.

ix. "Department" means the Department of Housing and Community Development.

x. “Eligible Applicant” means a city; county; a city and county; any other state, regional, and local public entity, including a council of government, metropolitan planning organization, and regional transportation planning agency designated in Section 29532.1 of the Government Code; or a Tribal Entity(ies) as defined in this NOFA. For purposes of this definition, a “local public entity” is further defined in accordance with HSC section 50079. As allowed or required by context, “Applicant” shall be interpreted to include any of the foregoing entities, as well as that entity’s nonprofit or for-profit corporation Co-Applicant. Upon receiving an award of Homekey funds, the Eligible Applicant and any Co-Applicant(s) will, both individually and collectively, be referred to as the “Grantee” for purposes of this NOFA.

xi. “Extremely Low Income” or “ELI” has the same meaning as in Title 24 CFR Part 93.2.

xii. “Enforceable Funding Commitment” means a letter or other document, in form and substance satisfactory to the Department, which evidences an enforceable commitment of funds or a reservation of funds by a Project funding source, and which contains the following:

a. The name of the Applicant or Grantee;

b. The Project name;

c. The Project site address, assessor’s parcel number, or legal description; and

d. The amount, interest rate (if any), and terms of the funding source.

The Enforceable Funding Commitment may be conditioned on certain standard underwriting criteria, such as appraisals, but may not be generally conditional. Examples of unacceptable general conditions include phrases such as “subject to senior management approval,” or a statement that omits the word “commitment,” but instead indicates the lender’s “willingness to process an application” or indicates that financing is subject to loan committee approval of the Project. Contingencies in commitment documents based upon the receipt of tax-exempt bonds or low-income housing tax credits will not disqualify a source from being counted as committed.

xiii. "Grantee" means the Eligible Applicant (and, if applicable, the Co-Applicant) that has been awarded funds under the Program, and that will be held responsible for compliance with and performance of all Homekey Program requirements. The Grantee may comprise one or more entities, so long as the Grantee structure includes an “Eligible Applicant,” as that term is defined in this NOFA. All such entities shall, in their

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individual and collective capacity as the “Grantee,” be bound by the Homekey Standard Agreement and each and every one of the Homekey Program terms, conditions, and requirements.

xiv. “HDIS” means the statewide Homeless Data Integration System.

xv. "Homeless" has the same meaning as defined in Title 24 CFR Part 578.3.

xvi. “Homeless Youth” or “Youth at Risk of Homelessness” has the same meaning as defined in Title 24 CFR Part 578.3.

xvii. "Housing First" has the same meaning as in Welfare and Institutions Code section 8255, including all of the core components listed therein.

xviii. "HUD" means the U.S. Department of Housing and Urban Development.

xix. "Interim Housing", “Transitional Housing" or "Congregate Shelter" means any facility whose primary purpose is to provide a temporary shelter for the Homeless in general or for specific populations of the Homeless, and which does not require occupants to sign leases or occupancy agreements.

xx. “Local Public Entity” is defined in accordance with HSC section 50079, and means any county, city, city and county, the duly constituted governing body of an Indian reservation or rancheria, tribally designated housing entity as defined in Section 4103 of Title 25 of the United States Code and Section 50104.6.5, redevelopment agency organized pursuant to Part 1 (commencing with Section 33000) of Division 24, or housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24, and also includes any state agency, public district, or other political subdivision of the state, and any instrumentality thereof, that is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. “Local public entity” also includes two or more local public entities acting jointly.

xxi. "NOFA" means a Notice of Funding Availability.

xxii. "Operating Expenses" means the amount approved by the Department that is necessary to pay for the recurring expenses of the Project, such as utilities, maintenance, management fees, taxes, licenses, and supportive services costs, but not including debt service or required reserve account deposits.

xxiii. "Permanent Supportive Housing" has the same meaning as "supportive housing," as defined at HSC section 50675.14, subdivision (b)(2), except that "Permanent Supportive Housing" shall include associated facilities if used to provide services to housing residents.

xxiv. "Permanent Housing" means a housing unit where the landlord does not limit length of stay in the housing unit, the landlord does not restrict the movements of the tenant, and the tenant has a lease and is subject to the rights and responsibilities of tenancy.

xxv. “Positive Youth Development (PYD)” is an intentional, prosocial approach that engages youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances young

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people's strengths; and promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and furnishing the support needed to build on their leadership strengths.

xxvi. "Project" means a structure or set of structures providing housing or shelter with common financing, ownership, and management.

xxvii. "Program Award" means the portion of program funds available for a Grantee to expend toward eligible program uses.

xxviii. "Point-in-Time Count" or "PIT" means a count of sheltered and unsheltered Homeless persons on a single night conducted by Continuums of Care as prescribed by HUD.

xxix. "Rehabilitation" means the term as defined at HSC section 50096, but includes improvements and repairs made to a residential structure acquired for the purpose of preserving its affordability and use by the Target Population.

xxx. "Rural Area" is defined in accordance with HSC section 50199.21.

xxxi. "Target Population" means individuals and families who are experiencing homelessness or who are at risk of homelessness, as defined at HSC section 50675.1.3, subdivision (l), and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases.

xxxii. "Tribal Entity(ies)" means an Applicant that is any of the following:
- a. Applicant meets the definition of Indian tribe under Section 4103(13)(B) of Title 25 of the United State Code;
- b. Applicant meets the definition of Tribally Designated Housing Entity under 25 USC 4103(22);
- c. If not a federally recognized tribe, either:
  - i. Applicant is listed in the Bureau of Indian Affairs Office of Federal Acknowledgement petitioner list pursuant to Section 82.1 of Title 25 of the Federal Code of Regulations.
  - ii. Applicant is an Indian tribe located in California that is on the contact list maintained by the Native American Heritage Commission for the purposes of consultation pursuant to Section 65352.3 of the Government Code.

xxxiii. "Unit" means a residential unit that is used as a primary residence by its occupants, including individual units within the project.

xxxiv. "Youth Assisted Unit" means an Assisted Unit serving Homeless Youth, or Youth at Risk of Homelessness, as defined in Title 24 CFR Part 578.3. Pursuant to Section 203, Youth Assisted Units may also serve current and former foster youth through the age of 25.

Article VIII – Insurance Requirements

Section 800. Insurance Requirements

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i. Commercial General Liability

Applicants shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Applicant's limit of liability. **The policy must name the State of California and the Department of Housing and Community Development, as well as the respective appointees, officers, agents, and employees of each, as additional insureds, but only with respect to work performed under the contract.**

If available in the open market at a reasonable cost, the policy shall also include an endorsement for physical abuse and child/sexual molestation coverage. Coverage shall include actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Applicant is responsible. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Applicant's limit of liability. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

If available in the open market at a reasonable cost, the policy shall also include an endorsement for assault and battery.

ii. Automobile Liability

Applicant shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. **The policy must name the "State of California and the Department of Housing and Community Development", as well as the respective appointees, officers, agents, and employees of each, as additional insureds, but only with respect to work performed under the contract.**

If Applicant will not have or use any commercially owned vehicles during the term of the Standard Agreement, by signing the Standard Agreement, the Applicant certifies that the Applicant and any appointees, employees, subcontractors, or servants possess valid automobile coverage in accordance with California Vehicle Code sections 16450 to 16457, inclusive. The Department reserves the right to request proof at any time.

iii. Workers' Compensation and Employer's Liability

Applicant shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract. In addition, employer's liability limits of $1,000,000 are required. By signing the Standard Agreement, Applicant acknowledges compliance with these regulations. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California and the Department of Housing and Community Development must be attached to the certificate.**

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iv. Builder's Risk/Installation Floater

If there is installation or construction of property/materials on or within the facility at any time during the term of the Standard Agreement, the Applicant shall maintain in force, at its own expense, Builders Risk/Installation Floater covering the labor, materials, and equipment to be used for completion of the Work performed under this contract against all risks of direct physical loss, excluding earthquake and flood, for an amount not less than the full amount of the property and/or materials being installed and/or constructed on or within the facility. The Applicant agrees as a provision of the contract to waive all rights of recovery against the state.

v. Property Insurance

The Applicant shall maintain fire, lightning and extended coverage insurance on the facility which shall be in a form of a commercial property policy, in an amount equal to one hundred percent (100%) of the then current replacement cost of the facility, excluding the replacement cost of the unimproved real property constituting the site. The extended coverage endorsement shall, as nearly as practicable, include but not be limited to loss or damage by an explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism, and malicious mischief and such other hazards as are normally covered by such endorsement.

vi. Self-Insured

If a state, regional, or local public entity is the sole Applicant, and if that entity is self-insured in whole or in part as to any of the above-described types and levels of coverage, then that entity shall provide the Department with a written acknowledgment of this fact before execution of the Standard Agreement. If, at any time after the execution of the Standard Agreement, the state, regional, or local public entity abandons its self-insured status, that entity shall immediately notify the Department of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements. The Department may accept evidence of self-insurance from other Eligible Applicants in its sole and absolute discretion.

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APPENDIX A: Capital Contributions to Projects*

Assisted Unit, 1:1 Match	Homekey Capital Contributions		
	Total Cost Per Door *	Maximum Homekey Contribution	Applicant Contribution
Up to 1 Bedroom	$140,000	$140,000	$0
	$150,000	$150,000	$0
	$160,000	$155,000	$5,000
	$180,000	$165,000	$15,000
	$200,000	$175,000	$25,000
	$220,000	$185,000	$35,000
	$240,000	$195,000	$45,000
	$260,000	$205,000	$55,000
	$280,000	$215,000	$65,000
	$300,000	$225,000	$75,000
	$320,000	$235,000	$85,000
	$340,000	$245,000	$95,000
	$350,000+	$250,000	$100,000+
Two Bedrooms	$155,000	$155,000	$0
	$175,000	$175,000	$0
	$195,000	$185,000	$10,000
	$215,000	$195,000	$20,000
	$235,000	$205,000	$30,000
	$255,000	$215,000	$40,000
	$275,000	$225,000	$50,000
	$295,000	$235,000	$60,000
	$315,000	$245,000	$70,000
	$335,000	$255,000	$80,000
	$355,000	$265,000	$90,000
	$375,000+	$275,000	$100,000+
Three or More Bedrooms	$180,000	$180,000	$0
	$190,000	$190,000	$0
	$200,000	$200,000	$0
	$220,000	$210,000	$10,000
	$240,000	$220,000	$20,000
	$260,000	$230,000	$30,000
	$280,000	$240,000	$40,000
	$300,000	$250,000	$50,000
	$320,000	$260,000	$60,000
	$340,000	$270,000	$70,000
	$360,000	$280,000	$80,000
	$380,000	$290,000	$90,000
	$400,000+	$300,000	$100,000+
Experiencing Chronic Homelessness	$180,000	$180,000	$0
	$190,000	$190,000	$0
	$200,000	$200,000	$0

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Assisted Unit, 1:1 Match	Homekey Capital Contributions		
	Total Cost Per Door *	Maximum Homekey Contribution	Applicant Contribution
	$220,000	$210,000	$10,000
	$240,000	$220,000	$20,000
	$260,000	$230,000	$30,000
	$280,000	$240,000	$40,000
	$300,000	$250,000	$50,000
	$320,000	$260,000	$60,000
	$340,000	$270,000	$70,000
	$360,000	$280,000	$80,000
	$380,000	$290,000	$90,000
	$400,000+	$300,000	$100,000+
Homeless Youth or Youth At Risk of Homelessness	$155,000	$155,000	$0
	$175,000	$175,000	$0
	$195,000	$185,000	$10,000
	$215,000	$195,000	$20,000
	$235,000	$205,000	$30,000
	$255,000	$215,000	$40,000
	$275,000	$225,000	$50,000
	$295,000	$235,000	$60,000
	$315,000	$245,000	$70,000
	$335,000	$255,000	$80,000
	$355,000	$265,000	$90,000
	$375,000+	$275,000	$100,000+

* The total cost per door referenced in the table above includes all eligible capital expenses, including acquisition, Rehabilitation, and new construction costs.

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Attachment: CEQA Exemption in AB 140 - Questions & Answers (12281 : Discussion and Possible Direction on the 2021 Homekey Program)

CEQA Exemption in AB 140 for Homekey Round 2 Projects: Questions and Answers

AB 140 (2021) establishes a statutory exemption from the California Environmental Quality Act (CEQA) for activities funded by Homekey Round 2. (Health & Saf. Code, § 50675.1.4.) The CEQA exemption may apply when Homekey Round 2 funds—which consists of $1.45 billion in Homekey grant funds, $1.2 billion is derived from the state's direct allocation of the federal Coronavirus State Fiscal Recovery Fund (CSFRF), which was established by the American Rescue Plan Act of 2021 (ARPA) (Pub. L. No. 117-2), and $250 million is derived from the state's General Fund—are used to provide housing for those who are experiencing homelessness or at risk of homelessness and are impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases. (Health & Saf. Code, §§ 50675.1.3, 50675.1.4; Homekey Program Notice of Funding Availability, Round 2 (Homekey Round 2 NOFA), September 9, 2021, sec. 100.)

This document provides the text of the CEQA exemption in AB 140, and also responds to some common questions that may arise as applicants are considering whether and how to use the exemption.

Project applicants and local permitting agencies should note the CEQA exemption's relatively short effective life. The exemption remains in effect only until July 1, 2024 and is repealed as of that date. For this reason, project applicants and local permitting agencies should determine the scope of all necessary project components and consider any associated project approvals to maximize their use of the exemption.

This document offers guidance and should not be construed as legal advice. Applicants should consult with their counsel for legal advice in construing the exemption and how it may apply to their projects. It is entirely within an applicant's discretion to determine whether to use the AB 140 CEQA exemption, whether the exemption applies to the applicant's proposed activity, and whether some other mechanism applies and could be used to satisfy obligations under CEQA. Applicants who have additional questions may contact Department of Housing and Community Development staff at Homekey@hcd.ca.gov.

Text of the CEQA Exemption in AB 140

Pursuant to AB 140, the following CEQA statutory exemption has been added to Health and Safety Code section 50675.1.4:

(a) Notwithstanding any other law, the California Environmental Quality Act (Division 13 (commencing with section 21000) of the Public Resources Code) shall not apply to any project, including a phased project, funded pursuant to section 50675.1.3 if all of the following requirements, if applicable, are satisfied:

(1) No units were acquired by eminent domain.

(2) The units will be in decent, safe, and sanitary condition at the time of their occupancy.

(3) The project proponent shall require all contractors and subcontractors performing work on the project to pay prevailing wages for any proposed rehabilitation, construction, or major alterations in accordance with Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

(4) The project proponent obtains an enforceable commitment that all contractors and subcontractors performing work on the project will use a skilled and trained workforce for any proposed rehabilitation, construction, or major alterations in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code.

(5) The project proponent submits to the lead agency a letter of support from a county, city, or other local public entity for any proposed rehabilitation, construction, or major alteration work.

(6) Any acquisition is paid for, in whole or part, with public funds.

(7) The project provides housing units for individuals and families who are experiencing homelessness or who are at risk of homelessness.

(8) Long-term covenants and restrictions require the units to be restricted to persons experiencing homelessness or who are at risk of homelessness, which may include lower income and very low income households, as defined by Section 50079.5, for no fewer than 55 years.

(9) The project does not result in an increase in the existing onsite development footprint of structure, structures, or improvements by more than 10 percent. Any increase to the existing, onsite development footprint shall be exclusively to support the provision of or conversion to housing for the designated population, including, but not limited to, both of the following:

(A) Achieving compliance with local, state, and federal requirements.

(B) Providing sufficient space for the provision of services and amenities.

(b) If the lead agency determines that a project is not subject to the California Environmental Quality Act pursuant to this section, and the lead agency determines to approve or to carry out that project, the lead agency shall file a notice of exemption with the Office of Planning and Research and the county clerk of the county in which the project is located in the manner specified in subdivisions (b) and (c) of section 21152 of the Public Resources Code.

(c) This section shall remain in effect only until July 1, 2024, and as of that date is repealed.

Attachment: CEQA Exemption in AB 140 - Questions & Answers (12281 : Discussion and Possible Direction on the 2021 Homekey Program)

Which projects can use the exemption?

Projects that utilize money from Homekey Round 2 funds, regardless of whether they also utilize other funding sources, may be eligible for the CEQA exemption. (Health & Saf. Code, § 50675.1.4.) The eligibility requirements for these funds are set out in the Homekey Program Notice of Funding Availability, Round 2 (Homekey Round 2 NOFA), available at https://www.hcd.ca.gov/.

In addition to the CEQA exemption, AB 140 provides significant land-use streamlining for projects utilizing Homekey Round 2 funds. This land use "exemption" is independent of the CEQA exemption and applies to all Homekey Round 2 funded projects.

All Homekey Round 2 projects are eligible for such streamlining and are "deemed consistent and in conformity with any applicable local plan, standard, or requirement, and any applicable coastal plan, local or otherwise, and allowed as a permitted use, within the zone in which the structure is located, and shall not be subject to a conditional use permit, discretionary permit, or any other discretionary reviews or approvals." (Health & Saf. Code, § 50675.1.3, subd. (h).) This means that any project using money from Homekey Round 2 funds for any of the purposes listed in the Homekey Round 2 NOFA is deemed consistent with all applicable local regulatory plans and regulations such as the local general plan and local codes and ordinances. Such projects do not need to undergo any discretionary local permit review or approval process (e.g., a discretionary use permit process) before being able to proceed with the project. Notably, AB 140 did not place time limits on the use of this land use exemption, in contrast to the CEQA exemption, which is time-limited.

What additional restrictions apply to projects under the exemption?

Conditions for the application of the Homekey CEQA exemption include:

- The project utilizes Homekey Round 2 funds;
- The project provides housing units for individuals and families who are experiencing homelessness or who are at risk of homelessness; and
- The units will be in decent, safe, and sanitary condition at the time of their occupancy.

(Health & Saf. Code, § 50675.1.4, subds. (a)(2), (a)(7).)

Further conditions apply depending on the nature of the proposed project, and are summarized below.

Acquisition-Only Projects

Some projects proposing to use Homekey funds may be acquisition-only projects. These projects do not contemplate rehabilitation, construction, or alterations of acquired units in the near term and include no definite or foreseeable plans for such in the long term. The CEQA exemption applies to projects where applicants demonstrate all of the following:

- No units were acquired by eminent domain;
- Any acquisition is paid for, in whole or part, with public funds; and
- Long-term covenants and restrictions require the units to be restricted to persons experiencing homelessness or who are at risk of homelessness, which may include lower income and very low income households, as defined by Section 50079.5, for no fewer than 55 years.(Health & Saf. Code, § 50675.1.4, subds. (a)(1), (a)(6), (a)(8).)

Attachment: CEQA Exemption in AB 140 - Questions & Answers (12281 : Discussion and Possible Direction on the 2021 Homekey Program)

Acquisition-Plus and "Phased" Projects

Other projects proposing to use Homekey Round 2 funds may contemplate acquisition of units as well as rehabilitation, construction, or alteration of the acquired units.

The CEQA exemption applies to projects where applicants demonstrate all of the following:

- o No units were acquired by eminent domain;
- o Any acquisition is paid for, in whole or part, with public funds;
- o The project proponent obtains an enforceable commitment that all contractors and subcontractors performing work on the project will use a skilled and trained workforce for any proposed rehabilitation, construction, or major alterations in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code;
- o The project proponent submits to the lead agency a letter of support from a county, city, or other local public entity for any proposed rehabilitation, construction, or major alteration work;
- o Long-term covenants and restrictions require the units to be restricted to persons experiencing homelessness or who are at risk of homelessness, which may include lower income and very low income households, as defined by Section 50079.5, for no fewer than 55 years; and
- o The project does not result in an increase in the existing onsite development footprint of structure, structures, or improvements by more than 10 percent.

(Health & Saf. Code, § 50675.1.4, subds. (a)(1), (a)(4), (a)(5), (a)(6), (a)(8), (a)(9).)

Are there certain time restrictions related to the Homekey Round 2 Funds and the CEQA exemption to be aware of?

Yes. The CEQA exemption contains an important time restriction:

- o The exemption remains in effect only until July 1, 2024, and as of that date is repealed.

(Health & Saf. Code, § 50675.1.4, subd. (c).) Because of the relatively short life of the CEQA exemption, project applicants and local permitting agencies should determine the scope of all necessary project components and consider any associated approvals up front to maximize their use of the CEQA exemption.

What are some examples of activities that may increase the original project footprint and may be allowed under the exemption?

The exemption allows expansion of the footprint of the structure, structures, or other improvements on site, but only if such expansion does not increase the footprint by more than 10 percent. (Health & Saf. Code, § 50675.1.4, subd. (a)(9).)

In addition, any increase to the original footprint must be to support the conversion to housing for the designated population. (Health & Saf. Code, § 50675.1.4, subd. (a)(9).) The exemption does not define the full range of activities that fall within the scope of this purpose, but notes that expansion to support the designated population includes expansions (1) made to comply with local, state, and federal requirements, and (2) to provide enough space for the provision of services and amenities.

Attachment: CEQA Exemption in AB 140 - Questions & Answers (12281 : Discussion and Possible Direction on the 2021 Homekey Program)

Examples of possible increases in the original footprint could include those required to comply with local building codes, the California Building Standards Code (Cal. Code Regs., Title 24), and the Americans with Disabilities Act (42U.S.C. § 12101, et seq.). Additionally, an increase in the original project footprint may include adding square footage to the original footprint to accommodate on-site supportive services or supportive facilities that are needed for longer term occupation than contemplated with the original use.

Once the local permitting agency has approved the project using the CEQA exemption, are there immediate next steps?

Yes. After project approval, applicants or the lead agency approving the projects who are relying on the CEQA exemption will need to file a notice of exemption with the State Clearinghouse and the relevant county clerk's office. (Health & Saf. Code, § 50675.1.4, subd. (b).) Please check the State Clearinghouse's website <https://opr.ca.gov/clearinghouse/ceqa/ > and the relevant county clerk's office website for information about filing notices. Notices of exemption must be filed in the manner specified in Public Resources Code section 21152, subdivisions (b) and (c).

Does Health and Safety Code section 50675.1.4 provide an exemption to the National Environmental Policy Act (NEPA)?

No. The exemption in section 50675.1.4 applies to CEQA only. If the applicant uses other funds from federal grants that trigger NEPA, the applicant would need to engage in their normal processes to comply with NEPA.

Do all Homekey Round 2 projects have to utilize the CEQA exemption?

No. While the Legislature contemplated that many Homekey Round 2 projects will rely on the CEQA exemption contained in Health and Safety Code section 50675.1.4, no project is required to use the exemption. And not all funded projects will be able to meet the requirements of the CEQA exemption.

Please see the next question on other streamlining pathways that applicants may want to consider.

Attachment: CEQA Exemption in AB 140 - Questions & Answers (12281 : Discussion and Possible Direction on the 2021 Homekey Program)

Are there any other streamlining pathways that may apply?

Yes. There are several other opportunities to facilitate Homekey Round 2 projects. The following list includes various streamlining options, but is not exhaustive; there may be other applicable options depending on the nature of the project. Applicants should consult with their staff, consultants, and legal counsel for appropriate advice in construing these statutory options and how (and whether) they may apply to their projects.

- SB 35 (2017): The streamlined ministerial approval process allowed under SB 35 is not a CEQA exemption but can help expedite certain affordable housing projects. The Department of Housing and Community Development has promulgated guidelines on this process (see Updated Streamlined Ministerial Approval Process (Government Code Section 65913.4) Guidelines at < https://www.hcd.ca.gov/ >.

- SB 450 (2019): SB 450 introduced a statutory exemption from CEQA for qualifying interim motel housing projects that provide transitional and supportive housing and that do not (1) result in the expansion of more than 10 percent of the floor area of any individual living unit in the structure or (2) result in any significant effects relating to traffic, noise, air quality, or water quality. (Pub. Resources Code, § 21080.50.)

- AB 2162 (2018): This bill made supportive housing a use that is permitted by right in zones where multifamily and mixed-use development is already permitted. (Gov. Code, § 65583.)

- Executive Order N-32-20: This order suspends CEQA for projects using Homeless Housing, Assistance, and Prevention Program funds.

For a list of CEQA exemptions that could facilitate Homekey Round 2 projects, please see the Governor's Office of Planning and Research's **Technical Advisory on CEQA Review of Affordable, Transitional, Interim, and Permanent Supportive Housing Projects** at < https://opr.ca.gov/docs/20200715-PHK_TA.pdf >.

MARIPOSA COUNTY

Administration · 966-3222

MEETING: October 26, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Miller Gulch Property

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[X] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR** (Government Code Section 54954.5)
Description of real property: APNs 006-010-0240, 006-020-0010 & 006-020-0010
Agency negotiator: Dallin Kimble, County Administrative Officer
Negotiating parties: (Specify name of party or parties (not agent)): Transition Mountain, a Partnership
Closed session will concern: (X) price; (X) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED

MEETING: October 26, 2021

TO: The Board of Supervisors

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

RE: Discussion and Direction Regarding Lake Don Pedro Wastewater Rates

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RECOMMENDATION AND JUSTIFICATION:
Discussion and Direction Regarding Lake Don Pedro Wastewater Rates

Staff Is Requesting Direction And Approval To Initiate A New Proposition 218 Utility Rate Study For Lake Don Pedro Wastewater Sewer District.

Under the current utility rates the Lake Don Pedro Sewer District continues to be unable to generate the required level of income to cover day to day cost of maintenance and operations, including funding long over due Capital Improvement projects.

Currently, of the eight (8) duel pump sewage lifts stations serving the district, 7 out of 8 stations are down to one functioning pump. These lift stations and pumps were installed during the development of the Lake Don Pedro subdivision and are in excess of 30 years old. Many of these pumps have been rebuilt at least once and some more then once. Each pump rebuild costs between $8,000 to $10,000. Given that there are 7 pumps currently needing rebuilding the District needs as much as $70,000 to get all lift stations fully operational. In addition, operating these lift stations with only one pump increases our changes for experiencing Sewer System Overflows (SSO) which we have already experienced multiple times over the years with the latest spill occurring just last week (Oct 2021).

There are other significant maintenance and operational deficiencies within the wastewater system. Most were highlighted in the Pinnacle ART Engineering report completed in 2017 as part of the original Proposition 218 Rate Study Analysis.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has authorized three previous Proposition 218 rate analyses which went out for vote February 6, 2018, May 22, 2018 and March 26, 2019 respectively in an attempt to adjust rates to meet both operational and required Capitol Improvement costs for the Lake Don Pedro Wastewater Sewer District. All three received overwhelming majority protest responses which precluded any increase to current utility rates for these utilities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board choose not to approve a new utility rate analysis the District will continue to fall further behind in maintaining sufficient funds to meet the State Water Resources Control Board (SWRCB) General Waste Discharge Requirements (WDRs) as specified in the current operations permit.

RESULT: DIRECTION GIVEN

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED

MEETING: October 26, 2021

TO: The Board of Supervisors

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

RE: Discussion and Direction Regarding Coulterville Water and Wastewater Utility Rates

---

RECOMMENDATION AND JUSTIFICATION:
Discussion and Direction Regarding Coulterville Water and Wastewater Utility Rates

Staff Is Requesting Direction and Approval To Initiate A New Proposition 218 Utility Rate Study Analysis For Coulterville Water And Wastewater Utility District.

Establishing new five (year) rate structures will help ensure revenues will at least keep pace with normal cost of living increases. It will also help avoid significant lag times between old and new proposed rates that can cause "sticker shock" to rate payers. In addition, if it is determined that the district requires significant loans to address critical capital improvement projects it is important that the district be able to demonstrate a sustained revenue stream to service additional debt. Also, The Public Works Department, along with the Integrated Regional Water Management office (IRWM), will be requesting Board approval in the near future to submit a grant application to the newly established State funded Small Community Drought Relief Program for water system improvements at Coulterville. This project, if funded, would address the major capital improvement projects listed in the ART Pinnacles Engineer's report and as such would likely reduce capital expense replacement costs and loan requirements and possibly reduce the next five year rate structure of water in Coulterville.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
After an initial successfully Proposition 218 protest in 2018, The Board of Supervisors did approve a new rate structure for the Coulterville Water and Wastewater Utility District in 2019 per Resolutions 2019-33 and 2019-34 respectively. The new rate structure approved in 2019 established a new five (5) year rates through FY 23/24. It is appropriate that a new rate structure for the next five (5) years be developed and presented to the rate payers prior to the end of FY 23/24.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board may choose to not approve a new Proposition 218 analysis at this time

based on the fact that new utility rates were approved on January 15, 2019. However, if a new utility rate analysis is not initiated this fiscal year a new utility rate analysis will need to be initiated in FY 22/23.

ATTACHMENTS:
PUBLIC COMMENT - Email from Karin Fielding 1 (PDF)
PUBLIC COMMENT - Email from Karin Fielding (PDF)
PUBLIC COMMENT - Email from Linda Craig (PDF)

RESULT: DIRECTION GIVEN

Agenda Oct 26 - Item L2

craighughes@earthlink.net <craighughes@earthlink.net>

Mon 10/25/2021 9:26 AM

To: Rene LaRoche <rlaroche@mariposacounty.org>

Hi Rene,
I have left you a voice mail regarding this item on tomorrow's agenda.

Shouldn't the question of whether to initiate a Prop 218 study for the Coulterville Service Area No 1 be decided by the recently convened Coulterville Service Area No 1 Board of Directors (and not the Mariposa County Board of Supervisors)? Would seem to require a separate meeting. (referring to the Action on Sept 15, 2021)

Linda Craig
650-322-6914

Attachment: PUBLIC COMMENT - Email from Karin Fielding 1 (12270 : Discussion and Direction Regarding Coulterville Water and Wastewater

BOS MEETING OCT 26, 2021 ITEM L.

Karin Fielding <karinf00007@gmail.com>

Sun 10/24/2021 2:28 PM

To: Rene LaRoche <rlaroche@mariposacounty.org>
Cc: jjmmaaeess@gmail.com <jjmmaaeess@gmail.com>

I am writing to address the Mariposa County Board of Supervisors regarding the Oct 26th Agenda item:

L. Discussion and Direction Regarding Coulterville Water and Wastewater Rates

The COVID epidemic has caused a 1 1/2 year gap in the Coulterville CSA1 Advisory Committee meetings. There has been no communication between Public Works and the Committee.

I feel that history is repeating itself (not in a good way) as it relates to the Coulterville Water and Wastewater enterprise.

It is time to involve the Coulterville CSA1 Advisory Committee (and thereby our Community) in the discussions and decisions that affect us. We ask for total transparency. The fact that the Coulterville CSA1 is an enterprise system makes community involvement crucial to a successful outcome.

To this end, I request that this resolution for Coulterville be withdrawn at this time.

I request that a meeting of the Coulterville CSA1 Advisory Committee be held within 1 month for the purpose of advising the Community about activities that have taken place since the last rate increase. Also, I would like specific information regarding any plans going forward. This is an opportunity for Supervisor Sweeney and our interim Public Works Director to hear some of our expectations as well.

I would like to see Coulterville separated from the other service areas when contracting for any future Engineering or Rate Studies.

I would like to see grant opportunities brought to the forefront and persued vigorously. The CSA1 Committee should have the opportunity to review the grant application(s) and offer suggestions. As a severely disadvantaged community 100% grant opportunities should be sought.

I would like to see a County Audit of the expense records for CSA1 including loan amounts & interest rates, labor, maintenance materials, capital expense, professional services, and what we are being charged for office support.

I look forward to having meaningful discussions where our concerns and ideas are taken seriously.

Thank you for your consideration.

Karin Fielding Bickford
5011 Main Street, Coulterville
Karinf00007@gmail.com

A bit of history through my looking lens:

Attachment: PUBLIC COMMENT - Email from Karin Fielding (12270 : Discussion and Direction Regarding Coulterville Water and Wastewater

Previously, when the Pinnacle Engineering report was contracted it was known by the County (or SHOULD have been known) l that our community was unable to afford paying for 1/3 of the study. They proceeded anyway without specifically informing our community nor soliciting input from the Coulterville CSA1 Advisory Committee. The end result of this decision was disastrous. The first action most of us became aware of was a Prop 218 rate increase notification letter. The community then enacted a successful protest.

Over the next year the newly resurrected Advisory Committee worked very hard to review most aspects of our system. The Advisory Committee was able to draw on the expertise of the State Water Engineer who informed us of our status as a severely disadvantaged community. As such we would be eligible for 100% grant funding to pay for most (if not all) of the improvements needed to our water system. This includes engineering report, second well, second water tank, refurbishing existing water tank, replacement of all piping if necessary, sanitation system (to replace the objectionable chlorine) , and more. The State would perform a rate study and it was thought that a 30% rate increase would bring us into sustainable territory. THAT was why our community ultimately accepted the final Prop 218 rate increase. Unfortunately that grant from Ca Water Board was never applied for. Mr. Healy continued to refer to a USDA low interest grant that he would write even though we specifically indicated that we did not want any more debt burden. We were also told that we were included in a needs assessment grant by Regional water board. What happened to this?

Attachment: PUBLIC COMMENT - Email from Karin Fielding (12270 : Discussion and Direction Regarding Coulterville Water and Wastewater

K.2.c

Public Comment Item #L.2 Coulterville water and wastewater rates

craighughes@earthlink.net <craighughes@earthlink.net>

Mon 10/25/2021 12:08 PM

To: Board Clerk <board-clerk@mariposacounty.org>
Cc: jjmmaaeess@gmail.com <jjmmaaeess@gmail.com>; Shannon Hansen <shansen@mariposacounty.org>

October 25, 2021

T0: County of Mariposa Board of Supervisors

Re: Item L.2 Coulterville Water and Wastewater Utility Rates

Regarding the proposal to initiate a new Prop 218 Utility Rate Study Analysis for Coulterville Water and Wastewater Utility:

I am a property owner in Coulterville and a retired city finance employee who understands the Proposition 218 requirement for an engineering analysis prior to requesting a rate adjustment for property related services. Normal practice for the review is every 5 years. In the last round, the Pinnacle report was done for the Coulterville district after a very long delay (perhaps 10 years). The Advisory Board did not meet during this gap.

The Pinnacle report was very thorough, the proposed rate increases very high, and after two protests, and reconvening the Advisory Board, it was decided to simply raise the rates to cover operations, and to defer the capital improvements to grants or other funding. The rates went into effect in March 2019.

In the meantime, the Coulterville Advisory Board has met many times, and evaluated various governance options and also looked at opportunities to obtain grant funding for the remaining capital improvements. Due to the Covid situation, the Advisory Board meeting scheduled in March 2020 to learn about a proposed grant application was cancelled at the last minute. The Board has not been able to meet since then due to the Covid restrictions.

Therefore, I urge the Board to defer a new Proposition 218 Study for the Coulterville Water and Wastewater District until after the Advisory Board can meet to review:

1. The year-end financial status of the Coulterville District (Fund 3314, as of year-end 2021, preliminary), and to receive information on other issues such as how public agency use of water is paid for (and there may be other issues)
2. The potential grant application with IRWM/Self Help for capital project funding, and also for funding to support the Prop 218 engineering analysis.

I believe any decision to proceed on behalf of the Coulterville water and wastewater district will need to be made by the recently reconstituted Coulterville Service Area No 1 Board, not the Board of Supervisors. I any event, there is time to involve the community, and to wait until 22/23 to begin a new rate analysis.

Thank you for considering my suggestions

Linda Craig
5017 Broadway, Coulterville
(co-owner)

Cc: Judy Stafford, Chair, Coulterville Water and Wastewater Advisory Board
Shannon Hansen, Interim Director of Public Works and Transportation

Attachment: PUBLIC COMMENT - Email from Linda Craig (12270 : Discussion and Direction Regarding Coulterville Water and Wastewater

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED

MEETING: October 26, 2021

TO: The Board of Supervisors

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

RE: Discussion and Direction Regarding Mariposa Pines Wastewater Utility Rates

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RECOMMENDATION AND JUSTIFICATION:
Discussion and Direction Regarding Mariposa Pines Sewer Rates

Staff is Requesting Direction and Approval to Initiate a New Proposition 218 Utility Rate Study Analysis for Mariposa Pines Wastewater District. If approved, these new rates will take effect until FY24/25 for the following five-year cycle.

Establishing new five (year) rate structures will help ensure revenues will at least keep pace with normal cost of living increases. It will also help avoid significant lag times between old and new proposed rates that can cause "sticker shock" to rate payers. In addition, if it is determined that the district requires significant loans to address critical capital improvement projects it is important that the district be able to demonstrate a sustained revenue stream to service new or additional debt.

Further justification for initiating a new five year rate study is the fact that the then Public Works Director, Mr. Healy, was notified on December 9, 2020 of new General Waste Discharge Requirements from the State Water Quality Control Board (SWRCB). These new discharge requirements are a result of the Technical Report developed by Provost & Pritchard consulting firm as required by the SWRCB. The requirement of this Technical Report is a result of the SWRCB rescinding Waste Discharge Requirements Order 97-134 and replacing it with State Resources Control Board Order WQ 2014-0153. These two Orders are what is known as General Orders and govern the permitted operation of the Mariposa Pines Wastewater System as a system that treats and disposes of less than 100,000 gallons of domestic wastewater per day.

Under this new General Order, the SWRCB sent by Certified Mail, a formal letter of Notice Of Applicability (NOA) to the Mariposa Public Works Director. Although the new General Order maintains much of the previous operating requirements there are three (3) action items that must complete within 90 days of the issuance of the NOA.

These items are to prepare and implement the following:

1. Spill Prevention and Emergency Response Plan

2. Sampling and Analysis Plan

3. Sludge Management Plan

As of this date these three (3) action items have not been completed or even begun. It is my understanding from current staff that there may have been issues with funding a consulting firm to complete these items at the time.

Actual cost estimates for these items need to be generated and factored into a new rate study analysis.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved new wastewater rates Mariposa Pines wastewater district on February 6, 2018. These new rates are valid through FY 23/24.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board may choose not to approve a new Proposition 218 rate study analysis at this time due to the fact that there are current, recently approved rates in effect. However, staff do believe that maintaining a scheduled and recurring Proposition 218 process will help keep on-going rate structures keep pace with cost of living increases as well as needed capital improvement projects, and as noted above, changing operation requirements by the SWRCB.

ATTACHMENTS:
PUBLIC COMMENT - Letter from Nan Oswald (PDF)

RESULT: DIRECTION GIVEN

To: Mariposa County Board of Supervisors

From: Nanette Oswald-county resident

RE: Mariposa Pines Sewer—Fee Increase

My name is Nanette Oswald and I have lived in Mariposa for 37 years. I moved to Mariposa Pines 31 years ago and reside on the side of Hites Cove Rd that shares the sewer system with 21 other residents. I recently became aware of a proposed fee increase and would like to express concerns about this.

As you are aware, the sewer usage includes only part of the subdivision: there are 21 residences that utilize this sewer system, and only 14 of those homes are full time residents. Year-round residents, like myself, are more impacted by these increases. Vacation rentals can absorb the increased fees, but those of us living there full-time have to juggle increased fees with other cost of living expenses, while many of us aren't realizing pay increases with our jobs or are on a fixed income.

I understand that the cost of everything is increasing, including the gas it takes to come up to Mariposa Pines to maintain the system. We had an increase several years ago. What has the County done with the money collected after the last rate increase?

We have pretty much an archaic sewer system. While proposing an increase in fees, then why not consider upgrades? It seems that was what we were told several years ago with the increased fees. At least I would feel like my money was being used for upgrading an old system.

Thank you for considering resident input. I am not sure how much influence we have, voicing concerns. But, it's worth my time to at least feel like I had input.

Nanette Oswald

Mariposa Pines Resident

Attachment: PUBLIC COMMENT - Letter from Nan Oswald (12273 : Discussion and Direction Regarding Mariposa Pines Wastewater Utility

MARIPOSA COUNTY

Administration · 966-3222

MEETING: October 26, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Department Reorganization Discussion

RECOMMENDATION AND JUSTIFICATION:

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

Vacancies in the building and public works director positions create a unique opportunity to consider reorganization of those and other related functions to efficiently and consistently deliver services with a true "one stop" approach. There has been a trend of communities consolidating development services and others around synergistic outcomes. If the Board is interested in continuing to pursue a reorganization of departments as noted here, it will be a multi-step process with multiple alternatives that could meet the desires and objectives of the Board.

Please see the attached staff report for more information.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

In the last three years, the Board has consolidated the Health and Human Services Agency (formerly Human Services, Public Health and Community Services Departments) and combined Human Resources and Technical Services with Administration. From time to time, changes in organizational structure have been undertaken to meet the needs of a changing environment and deliver services as effectively, efficiently and equitably as possible.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action is requested on this discussion and direction item. Please see attached staff report.

ATTACHMENTS:
Reorganization Discussion and Direction (PDF)
PowerPoint Presentation (PPTX)
PUBLIC COMMENT - Email from Rick Cordiero (PDF)
PUBLIC COMMENT - Letter from Mike Kinslow (PDF)
PUBLIC COMMENT - Letter from Mark Becker (DOCX)

Agenda Item - No Resolution Requested

PUBLIC COMMENT - Received from Eileen Collins (PDF)

RESULT: DIRECTION GIVEN

DALLIN KIMBLE
County Administrative Officer

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
209-966-3222
dkimble@mariposacounty.org

To: Board of Supervisors

From: Dallin Kimble, County Administrative Officer

Date: October 19, 2021

Subject: Possible Consolidation of Development and/or General Services

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Mariposa County currently has vacant department head positions in the Building and Public Works Departments. Interim directors in these departments are handling day-to-day operations. This item is to allow for discussion of possible changes desired to move these departments forward, including a possible reorganization to consolidate development services and general service functions, prior to recruiting permanent leadership for these or the resultant departments.

The Department of Public Works was established in 1987 to "provide more efficient service to the public" by combining the county road commissioner, county engineer/surveyor, community services, vehicle maintenance, special districts, and portions of parks and facilities functions (87-679). This organization included building permits and inspections, which were broken out of public works in 1991 and assigned to the Planning Department (91-796). Public Works now includes roads, utilities, solid waste, airport, parks and recreation, engineering, surveyor, facilities and fleet services.

Building permits and inspections were subsequently divided from planning and became what we now know as the Building Department. A 2014 ordinance clarified the duties of the building department and how those duties are both separate from and corresponding to the duties of the planning department, planning commission and board of supervisors (14-1106).

A Trend of Development Services Consolidations

Over the last decade many jurisdictions have sought to improve service outcomes, and the cost of providing those services, through the consolidation of synergistic functions. Health and human services agencies are increasingly common as counties discover the advantages of a holistic approach to human wellness. General services departments and agencies, sometimes called administrative or internal services, are leveraging synergies between internal services like facilities and technical support (fix the leak in the wall and add a data port at the same time) to support city or county departments more efficiently and effectively.

The most common service consolidation in local government over the last ten years has been development services. Many cities and counties are tackling their development challenges through a unification of building, planning and other functions into a development services department or agency.

Attachment: Reorganization Discussion and Direction (12263 : Department Reorganization Discussion)

All of the counties surrounding Mariposa have consolidated development services to some degree. Tuolumne County has combined building, planning, environmental health, housing and natural resources in one department. Mono County has building, planning, housing and geothermal together.

In Madera, building, planning, environmental health, economic development, housing development, engineering, surveying, roads, utilities and fire prevention form a single agency built around a synergy and focus on development. Their comprehensive development service model has helped them become one of the most productive development service departments in the nation.

Merced County, which had already consolidated building with public works and economic development with planning, determined in May of this year that separate departments working well together still sometimes "led to some inconsistency, miscommunication and at times lack of accountability". The Board voted to create a "true one-stop shop" by consolidating "anything with a permit" into a single department: building, planning, economic development, fire prevention, the permitting functions within public works and housing. They're continuing to look at the possibility of adding environmental health to their expanded development services department.

Benefits of Consolidation

In Mariposa County, our development-related departments generally do great work. We are only very occasionally susceptible to the inconsistency, miscommunication or lack of accountability motivating our Merced neighbors. At the same time, ongoing improvement is a necessary part of the "excellence" value in our strategic plan. We can recognize the successes consolidation has brought our neighbors—none more than Madera, who has consolidated most—and use what they have learned to improve our services, too.

Neighboring jurisdictions and others like them around the state and nation report a few main benefits that explain the consolidation trend of the last decade. Consolidated departments tend to be better able to provide comprehensive "one stop" services with greater consistency and speed, improve the cost-efficiency of maintaining a level of service, and have more accountability internally and to the public.

Merced County's early findings are that consolidation of development services has made them more business friendly. The public can get permits easier and faster, there is one point of contact for a business from their first application through their occupancy permit, and the permit process can be tracked seamlessly online. The consolidation is breaking down perceived silos, improving customer service and responsiveness, and positions Merced County to be better able to move at the speed of commerce.

The City of Los Angeles consolidated these functions in 2013, as large as those departments already were, and realized an ability to eliminate overlaps in functionality. They had front counter staff and housing staff in each of their departments that were able to be repurposed to other priorities. Rather than asking a member of the public to go to different places to get all of the permits necessary to build a fence, one contact could provide all of the needed permits.

Jurisdictions who have consolidated report a greater ability for specialization and focus on core services (so no one in the roads division has to worry about issuing permits, for example). In turn, this allows for more long-term planning for things like traffic flow and residential development.

Attachment: Reorganization Discussion and Direction (12263 : Department Reorganization Discussion)

Consolidation would allow for more accountability with clearer roles. One department head, supported by a team, carries the Board's strategic vision for development and is responsible for guiding the work consistent with that vision. Performance in this structure is easier for the Board to assess and provides staff clarity of mission rather than requiring them to answer to different bosses who may have slightly different visions.

Development services consolidations are reported to improve standardization, utilization, security, business intelligence and business continuity while simplifying management. Staff could not find any examples of a community who had decided to consolidate development services in the last decade and subsequently decided it was better to decentralize these services instead.

Our Recent Consolidation Experience

Mariposa County continues to experience positive outcomes related to the recent consolidation of the Health, Human Services and Community Services departments. In many instances, the County is now better able to offer a broader range of services to clients of any one of the Health and Human Services Agency (HHSA) divisions. In our public health officer's opinion, the efficiencies gained as a single agency improved communication and the deployment of resources in such a dramatic way through the pandemic as to literally save lives. The first-year budget for HHSA saved the General Fund more than six hundred thousand dollars ($600,000).

Other recent consolidations include the addition of technical services and human resources in Administration. While it may be too early for an assessment of the latter, technical services has been able to standardize equipment, unify the County on a single domain, upgrade much of the software and security appliances being used, begin tracking help desk requests, and ultimately deliver more services to more departments than the County previously enjoyed.

Possible Costs and Concerns with Consolidation

There are some costs and concerns associated with consolidation. A larger, consolidated department may be harder to manage effectively. More accountability could reduce the independence of some leaders and put the County in a position of rising or falling with the success of a single director. It could be too much change to deal with now or too much of a delay for two interim directors who are now managing in lieu of permanent directors.

Consolidation would almost certainly have costs from analysis and/or consultants helping to put together the new structure. The County is already working to procure software that will provide some consolidated functionality and there has been some concern the department would need more staff.

Despite some of the same concerns in other communities, our neighboring jurisdictions have not reported significant negative consequences from consolidation. With careful recruiting processes, capable directors have been found who remain accountable to the Board. Merced County has found the change to be so desirable, they have accelerated their process through the pandemic. There will be initial costs to reorganize, depending on the process the Board chooses to use, but the Board remains in control of both budgets and employee allocations.

The land use software under consideration currently does have some exciting potential to unify and streamline development services efforts. Staff continues to recommend moving forward with that process, regardless of the Board's decision on this item. Even so, the software cannot duplicate all of the advantages of consolidation such as a unified vision, greater accountability or a specialization of services.

Attachment: Reorganization Discussion and Direction (12263 : Department Reorganization Discussion)

Additional Considerations
In addition to interest in continuing to improve county services and make the most of available resources, consolidations elsewhere have created challenges locally. A 2018 salary survey was unable to find adequate comparable salaries for our building and planning directors, for example, because those positions no longer existed in the majority of counties surveyed.

The 2020 Mariposa County Grand Jury recommended "changes in the [Public Works Department] management structure" to increase the unity and effectiveness of the department.

The Mariposa County Strategic Plan directs staff to, "review and optimize business processes and organizational structure" (3.1). This process supports that objective. Two other relevant objectives include supporting bulk procurement (3.1), as centralization of purchasing in a General Services Department may achieve, and completing an analysis of future space needs (3.3).

Functions that may be considered for development services are not necessarily located in the same facilities. Technology exists to collaborate for different locations until a space needs study can be completed (and perhaps beyond that time, as may be recommended).

General Services
With a consolidation of development services, another opportunity for consolidation emerges. Functions of Public Works that are not development services, but rather exist to support our departments, could be left behind in a development services consolidation.

The same principle of consolidating around synergistic outcomes applies to these functions. In many counties, fleet and facilities are in the same department as technical services, purchasing and other internal-facing functions. Such departments are known as general services, administrative services or internal services departments.

Alternatives to Consider
Taking no action is always an option. If the Board prefers the current organizational structure, staff requests direction to begin recruiting for both the Building Director and Public Works and Transportation Director positions.

If the Board decides to further pursue consolidation of services, it will likely be a multi-step process rather than a single event as functions and departments are rolled from where they are to where the Board would like them to be. Staff will need direction on both process and organization.

The process of consolidation includes steps that may be taken in different order to achieve the desired result. For example:

- The Board could direct staff to hire a consultant to help organize the proposed Development Services and/or General Services Department(s) prior to recruiting directors for each. Recruitment for director(s) of the new department(s) would likely begin in late spring or summer of next year and selected candidates would be tasked with implementing the agreed-upon structure.
- The Board could direct staff to establish a Development Services and/or General Services Department(s) and director positions that can be recruited. Recruitment could begin before the end of this year with new director(s) assigned to help organize and implement the structure of the new department(s) (with contracted

Attachment: Reorganization Discussion and Direction (12263 : Department Reorganization Discussion)

assistance, if necessary).

- The Board could direct staff to organize the proposed departments without assistance from a consultant specializing in organizational restructuring. Without a reprioritization of workloads, this process would likely take the most time but would save the cost of a consultant.

Other alternatives include:

- The Board could direct staff, with a consultant as needed, to conduct a complete study of the organization and return with recommendations relevant to all departments.

- The Board could direct staff to pursue a reorganization of functions or departments that is different from those that have been contemplated here.

Final Board direction on organization is likely subject to additional research and discussion. Based on the actions of neighboring jurisdictions, two models make the most sense as starting points: “all-in” and “everything with a permit”.

The “all-in” approach would combine building, planning, environmental health, economic development, housing development, fire prevention, surveying, roads, engineering, roads, utilities, parks and recreation, solid waste and the airport in a single agency with several divisions (like HHSA). A second department would consist of fleet, facilities, and related support services from administration such as technical services and purchasing.

“Everything with a permit” is similar, but would leave infrastructure-focused services (roads, utilities, solid waste and maybe parks, the airport and/or engineering) in a smaller, reorganized public works department. This option mitigates some of the concern of any one department getting too large while still leveraging synergistic outcomes. Either option—or another starting point of the Board’s choosing—could continue to be revised as more assessment is completed.

Summary

Vacancies in the building and public works director positions create a unique opportunity to consider reorganization of those and other related functions to efficiently and consistently deliver services with a true “one stop” approach. There has been a trend of communities consolidating development services and others around synergistic outcomes. If the Board is interested in continuing to pursue a reorganization of departments as noted here, it will be a multi-step process with multiple alternatives that could meet the desires and objectives of the Board.

Attachment: Reorganization Discussion and Direction (12263 : Department Reorganization Discussion)

Department Organization

Mariposa County Board of Supervisors – October 26, 2021

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

Situation

- Vacant Building Director
- Vacant Public Works and Transportation Director
- Board directed staff to review and report options

- 2020-21 Grand Jury: Reorganize Public Works, HR
- HR consolidated with Administration in 2021
- Public Works recommendation based on a desire to increase unity and effectiveness

- 2019-2022 Strategic Plan 3.1: "Review and optimize business processes and organizational structure"

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

History

- Department of Public Works established 1987
- Combined Building Permits and Inspections, Road Commissioner, County Engineer/Surveyor, Community Services, Vehicle Maintenance, Special Districts, Parks and Facilities
- Building Permits and Inspections moved from Public Works to Planning Department in 1991
- Building, transportation planning and air pollution separated from Planning in 1999/2000 (as clarified in a 2014 ordinance)
- Public Works now includes roads, utilities, solid waste, airport, parks and recreation, engineering, surveyor, facilities and fleet services

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)



Trends in Building and Public Works

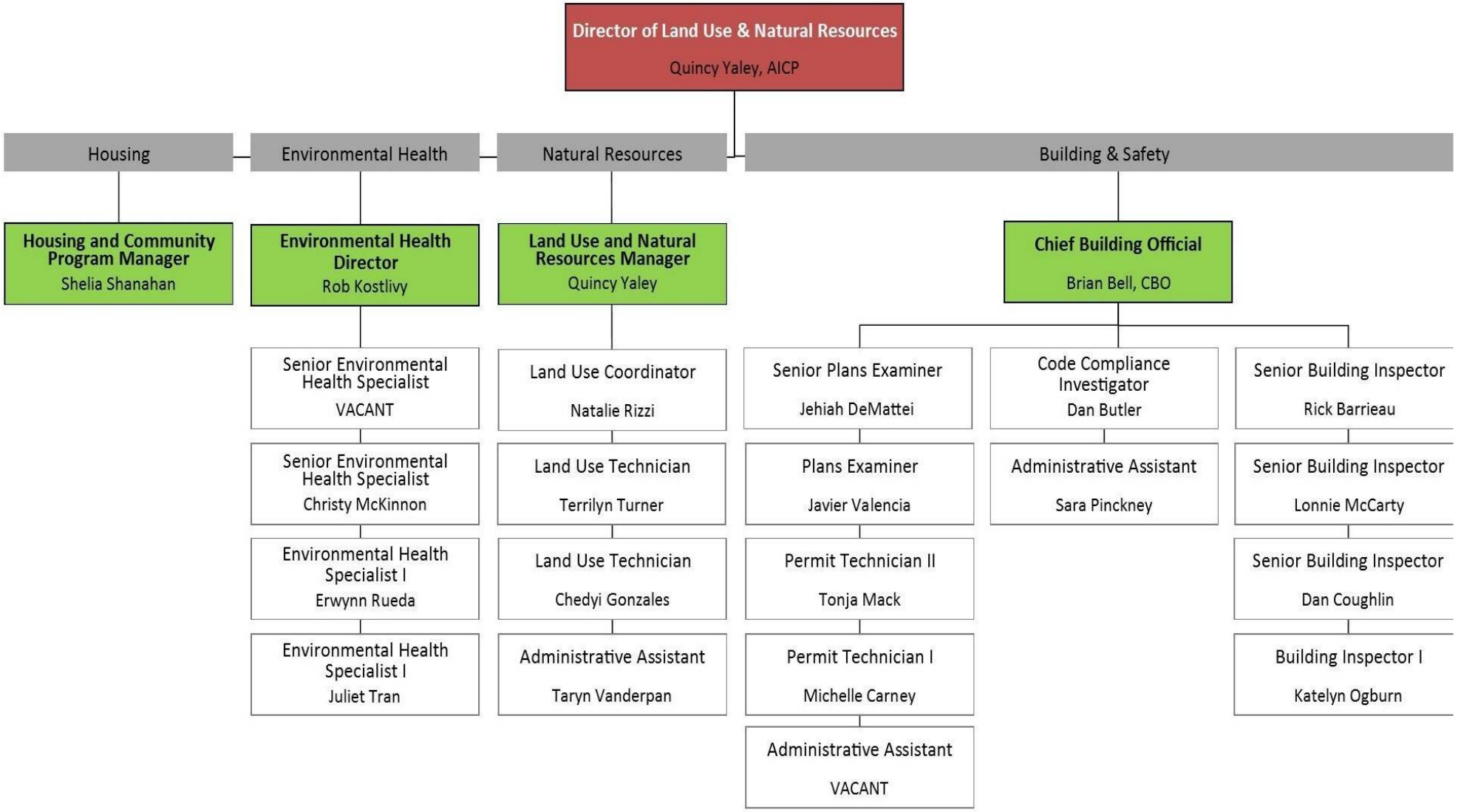
- All surrounding counties have consolidated development services, including building
- Focus on synergies in outcomes
- Trend toward consolidating more rather than less
- Too few building or planning departments left to do an accurate salary study
- Fleet and facilities moving to General/Administrative Services

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

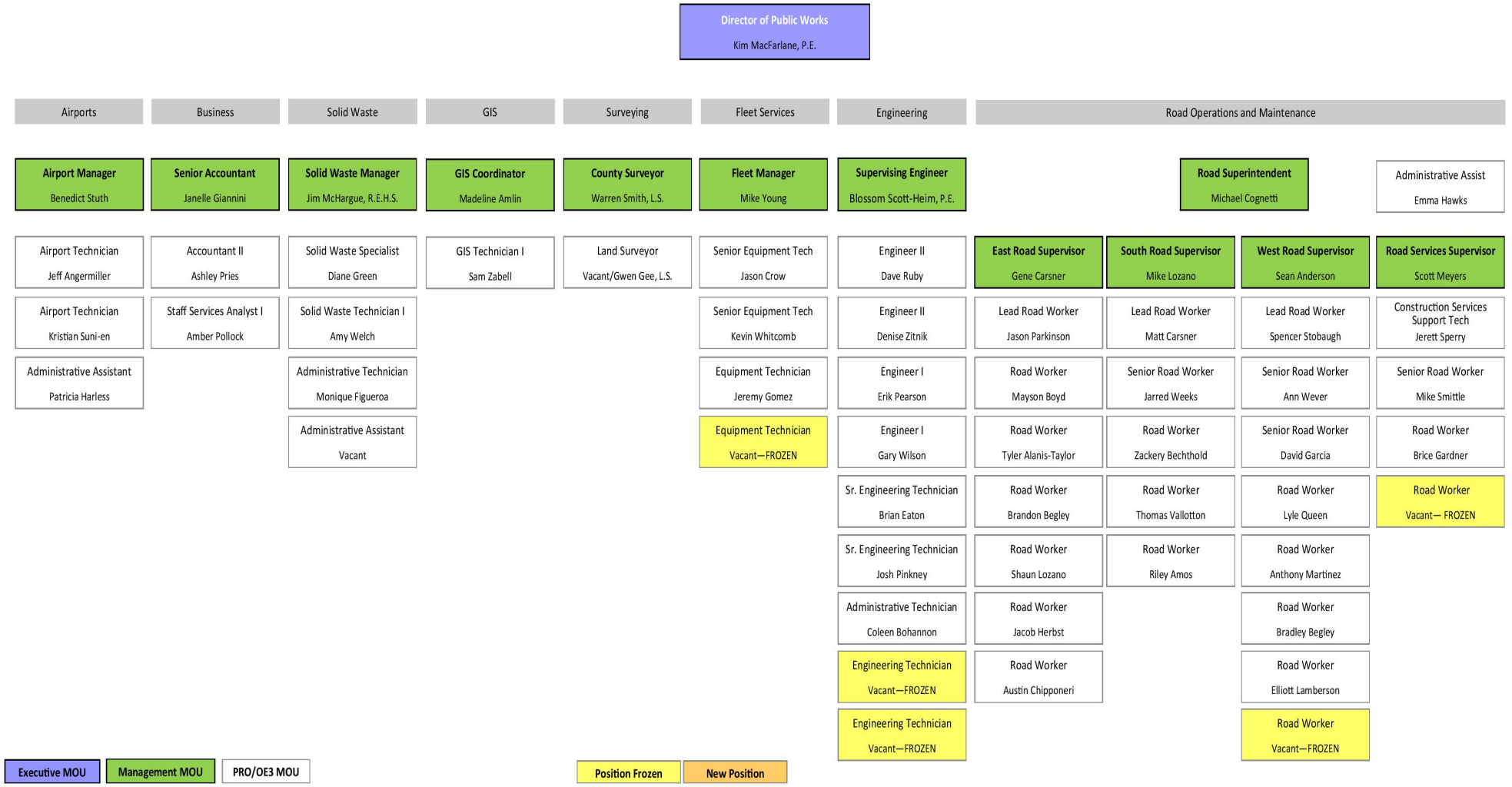
Tuolumne County

- Consolidated housing, natural resources, land use (planning) and building in Land Use & Natural Resources Department
- Separated public works from development services in 2019 (at a savings of three senior positions)
- Public Works includes airport, solid waste, GIS, surveying, fleet, engineering and roads
- Facilities, information technology, human resources, risk management, emergency services, libraries, recreation and purchasing located in Administration

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)



Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

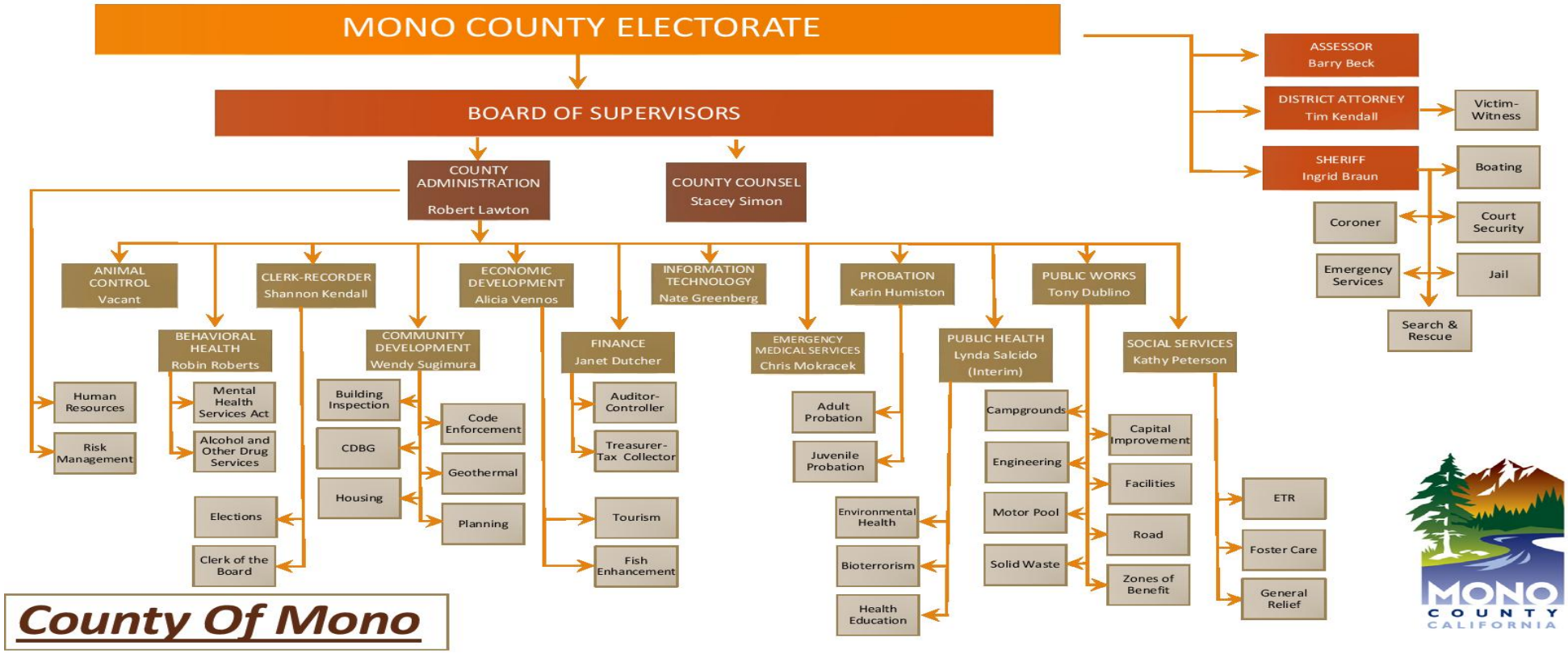


Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

Mono County

- Consolidated building, code enforcement, CDBG, geothermal, housing and planning in Community Development Department
- Separate public works department
- Public Works includes campgrounds, capital improvements, engineering, facilities, motor pool, roads, solid waste, zones of benefit (utilities)

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)



Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

Merced County

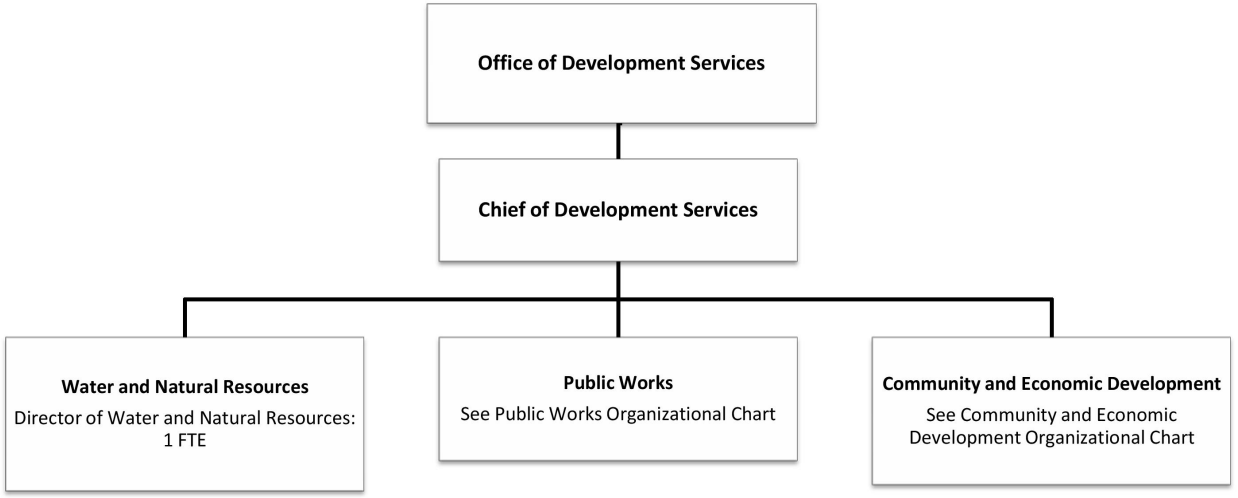
- Previously had building and public works in same department; planning was part of Community & Economic Development
- Voted in May 2021 to consolidate "everything with a permit" for a "true one-stop shop"
- Resulting department includes building, planning, economic development, fire prevention, permitting portions of public works (surveying/easements), housing
- Still evaluating including environmental health
- Separate public works includes roads, parks, facilities, fleet, garbage services and utility districts

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

Madera County

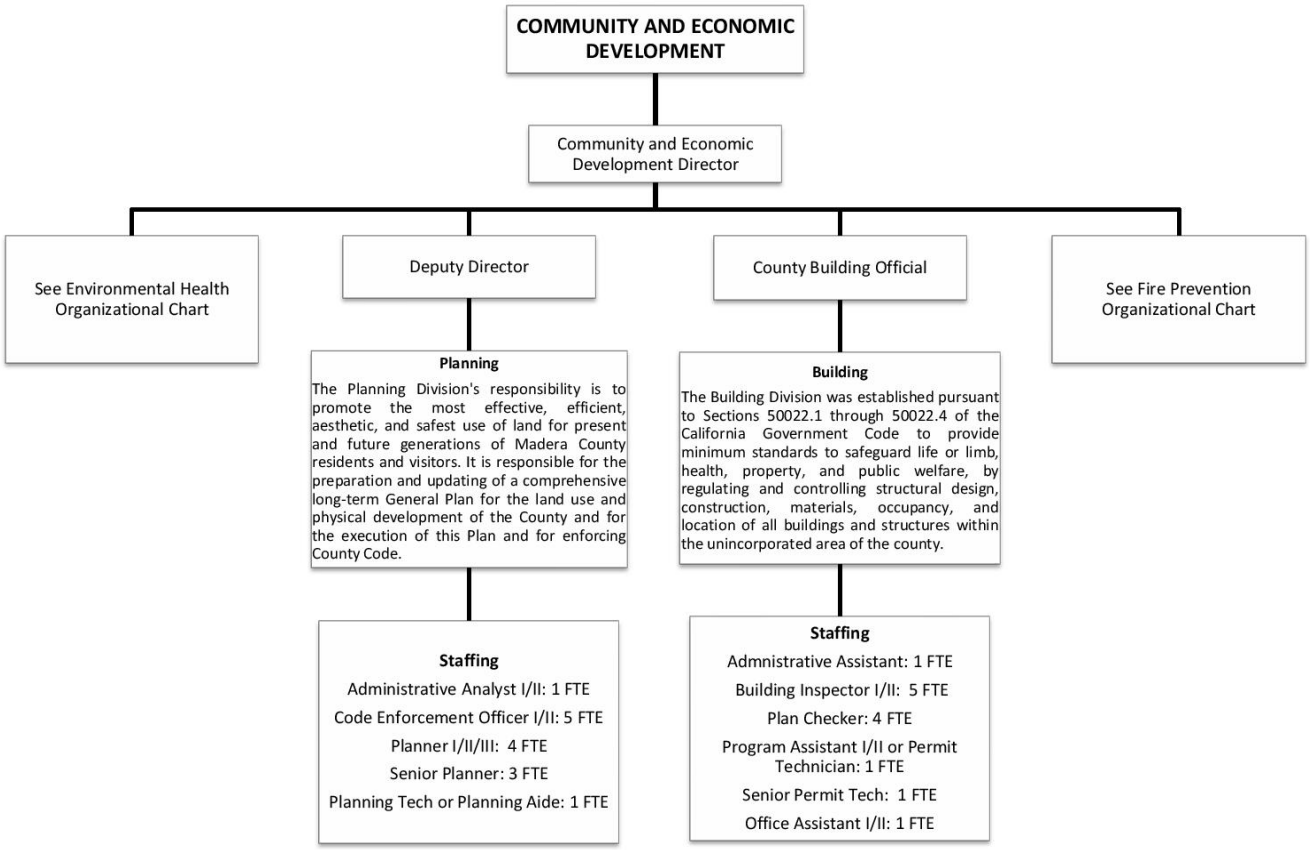
- Routinely handles most development in California; includes proactive approach to economic diversity
- Development Services includes building, planning, environmental health, fire prevention, roads, utilities, solid waste, economic development, water and natural resources, and engineering
- Fleet, facilities, purchasing, grantwriting and HR centralized under Administration

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

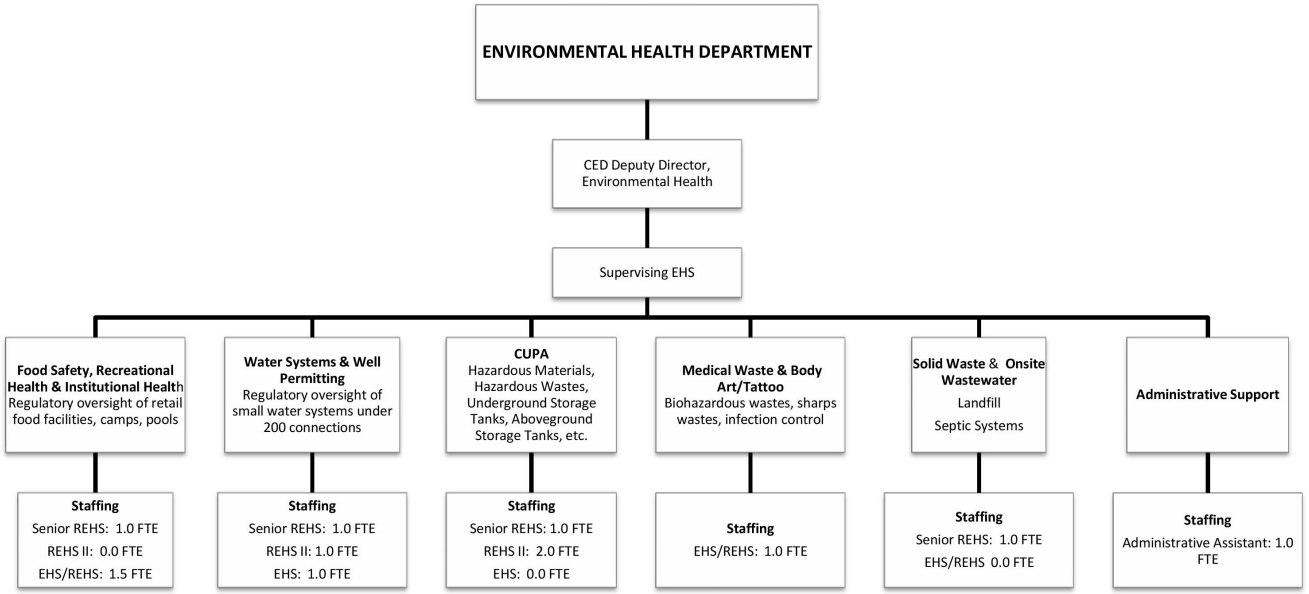


Total FTE: 17

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

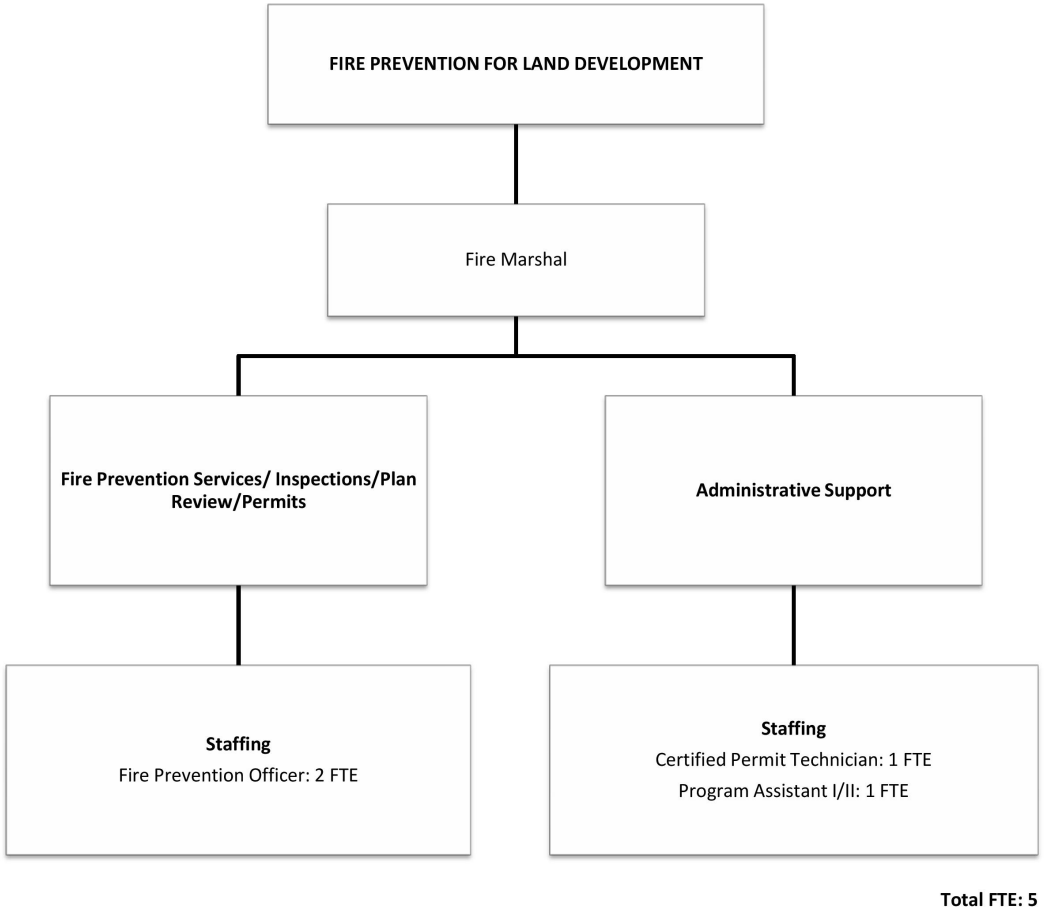


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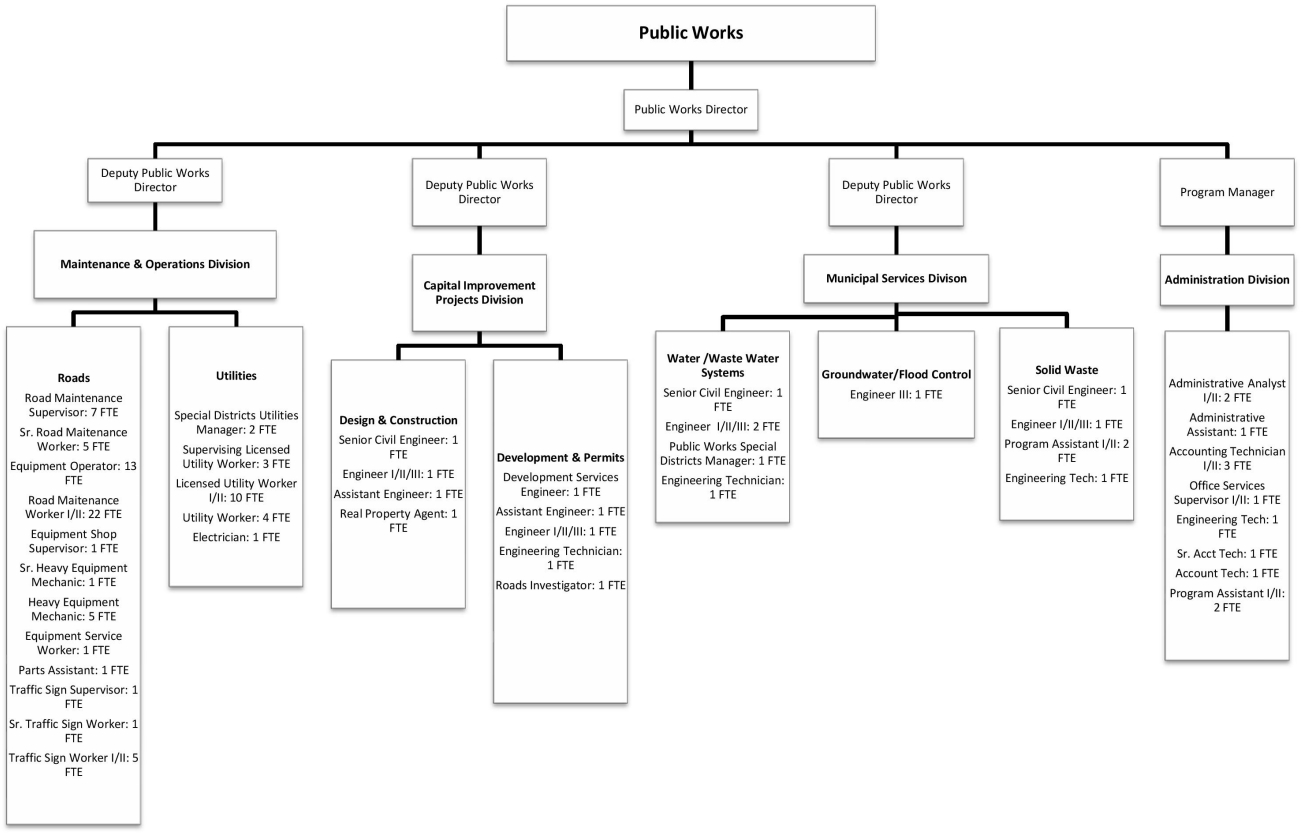


Total FTE 13.5

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)



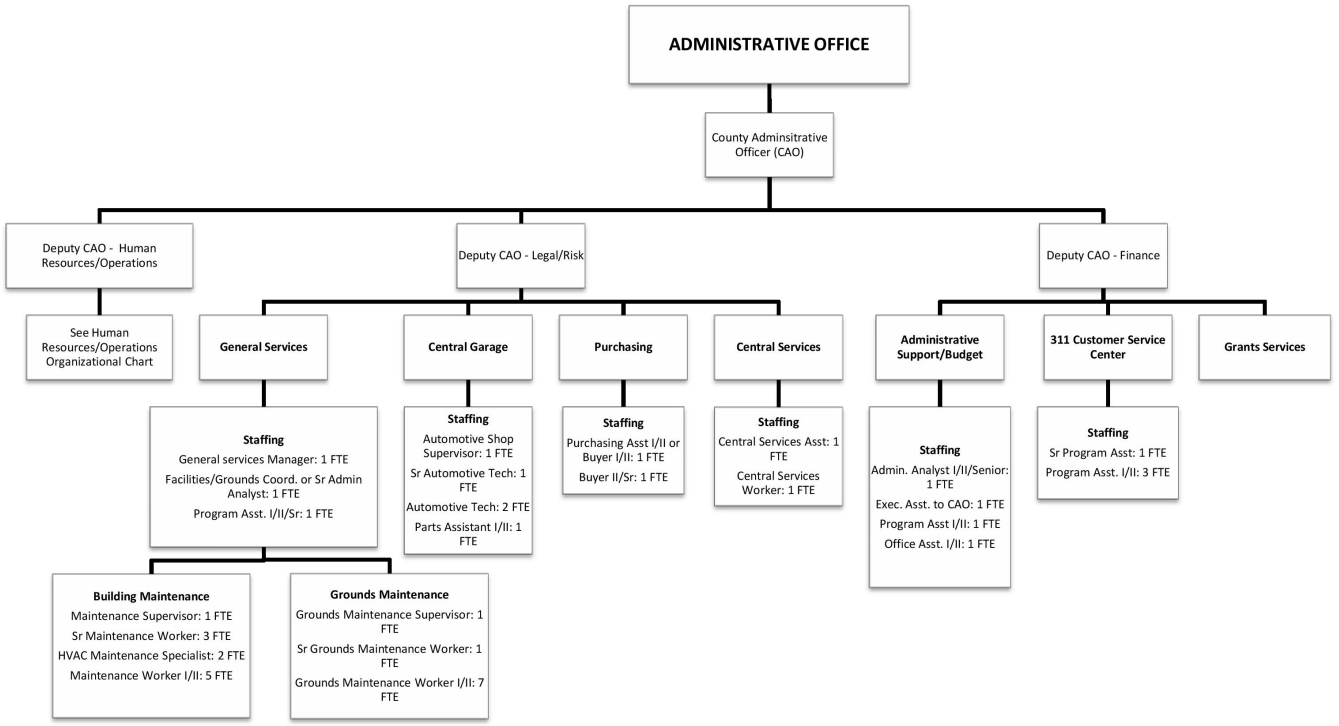
Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)



Total FTE: 128

Note: Total FTE includes staffing from Roads and Special Districts

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)



Total FTE: 42

Note: Total FTE does not include staffing reflected on Human Resources/Operations Organizational Chart

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

General Benefits*

*As reported by consolidated counties; our experience may vary

- Consolidated departments report:
  - *greater consistency and speed across all services*
  - *improved cost efficiency*
  - *more accountability internally and to the public*
  - *more business friendly / move at speed of commerce*
  - *fewer points of contact (sometimes just one) throughout the permit process*
  - *breaking down real and perceived silos*
  - *eliminated overlaps in functionality*
  - *greater ability to specialize*
  - *more able to focus on core services*
  - *clearer development vision and staff roles*
  - *improved business continuity*
  - *standardized quality of service*

Recent Experience

- Consolidated Health and Human Services Agency allows for broader range of services to each client
- Per Dr. Sergienko, consolidation improved communication and deployment of resources so dramatically it has saved lives during COVID-19
- Increased total budget by about $1.2 million; simultaneously reduced demand on General Fund by $600,000 in Year 1
- Consolidated technical services and human resources with administration; now on single domain, standardizing equipment and ultimately delivering more services than previously able

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

Costs and Concerns

- Services are already good and some developers have expressed that we're easier to work with than some Valley counties already (if it's not broke...)
- Larger department(s) may be harder to manage
- Scale of some benefits may be too small (not LA)
- Too long to wait for permanent directors
- Land use software may deliver many of the service advantages of a "true one-stop shop"
- Could end up costing more or requiring more staff
- Mariposa County has its own way of doing things; don't necessarily want to duplicate what is being done elsewhere
- Staff fatigue; already a lot of change in the works
- Study cost likely $200k - $400k over multiple years

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

A Few More Thoughts

- Could not currently relocate many staff, but technology could help with collaboration
- Confidence about organization structure is prerequisite to a space needs study
- Possibility for employee survey
- Several other departments are requesting or inquiring about reorganization
  - *Auditor*
  - *Treasurer/Tax Collector/Clerk*
  - *Sheriff*
  - *Public Works*
  - *HHSA - Transit*

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

Option 1: Recruit Now / No Change

Pros

- Minimizes additional workload
- Fastest way to permanent directors
- No additional cost

Cons

- No movement toward strategic goals
- No action on grand jury report
- May forfeit opportunity to improve community development outcomes and internal efficiency
- May lose competitive advantage to other counties
- Still need to address reorganizations, staff working with too large of a scope (minimal relief)

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

Option 2: Get More Information

Pros

- Could get more specific data to assess local need
- Does not commit resources

Cons

- Adds additional time for interim directors
- Additional short-term workload

Option 3: Study Development and General Services

Pros

- Addresses strategic plan and grand jury report
- Organized around synergistic outcomes
- Clearer accountability for Board and staff
- May realize other benefits motivating this trend

Cons

- Does not address other reorganization requests
- Adds significant time for interim directors
- Adds significant change a longer-term workload

Option 4: Complete Organization Study

Pros

- Modernize organization and maximize benefit
- Holistically address services, structure and strategy
- More accountability, fewer silos, clearer roles
- Most efficient structure = most public benefit

Cons

- Most short-term cost and time demand
- Adds a lot of extra time for interim directors
- More change to manage when already so much

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

Option 5: Recruit Now, Study Later

Pros

- Establish permanent directors sooner
- Allow for some existing workload to resolve
- Realize benefits of whichever study is pursued

Cons

- May recruit for positions that change in the study
- Delays benefit and resolution
- May be more financially constrained in future
- More turnover and uncertainty over time; losing helpful institutional knowledge to retirements

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

Summary

- Review of organization structure requested by Board, grand jury and strategic plan
- There are many ways to organize service delivery
- Trend toward consolidation of departments with focus on synergy of outcomes
- There is broader interest in organization review that is better address holistically than piecemeal
- Options for moving forward include recruiting now, getting more information, studying only development and general services, a complete organizational study, and recruiting now but completing the study later

Attachment: PowerPoint Presentation (12263 : Department Reorganization Discussion)

Reply all | Delete | Junk | Block | ...

Proposal to consolidate planning, building, and environmental health

You forwarded this message on Mon 10/25/2021 1:37 PM

RC

Rick Cordeiro
Mon 10/25/2021 1:31 PM
To: Rene LaRoche

My name is Rick Cordeiro and I am a general contractor in Greeley hill. I work in Mariposa county and I work with planning, building and environmental health on a regular basis . I find all 3 departments very knowledgeable and helpful and they always respond in a timely manner. I have been a contractor for 30 years and have worked with multiple county's throughout the state of california. Mariposa county has been a pleasure to work with. I have heard that there is a plan to consolidate all 3 departments into 1 . In my opinion I don't think it is a good idea. In closing I believe the system works well and should not be changed.
Thank you Rick Cordeiro (as the old saying goes, If it ain't broke don't fix it)

Reply | Forward

Attachment: PUBLIC COMMENT - Email from Rick Cordiero (12263 : Department Reorganization Discussion)

10/25/2021

RE: 12263 Discussion and Direction Regarding a Possible Consolidation of Development and/or General Services

Dear Mariposa County Board of Supervisors:

I strongly oppose the possible consolidation of Developmental and/or General Services by the County Administrative Officer (CAO). Simply put, it is not in the best interest of Mariposa County or its Citizens to do so. In my numerous discussions with Mariposa County citizens and Mariposa County Employees over the last year, I have found very little support for this move with people knowledgeable on this subject.

If the Mariposa County Board of Supervisors (BOS) wishes to move forward with an investigation into this subject I strongly recommend that you request the Mariposa County Grand Jury do an unbiased review of the current and proposed changes with the associated financial impacts. This way the Grand Jury could then interview both County employees and private citizens confidentially, without fear of retaliation, and then make a recommendation to the BOS based on their findings.

I also highly recommend that the Departments of Human Resources and IT be returned back to their independent status prior to the CAO takeover.

Thank you for your consideration on this very important subject.

Sincerely,

Mike Kinslow

Attachment: PUBLIC COMMENT - Letter from Mike Kinslow (12263 : Department Reorganization Discussion)

October 25, 2021

Mariposa County Board of Supervisors,

This letter is in regards to the Board of Supervisors Meeting for October 26, 2021. Item #7 on the regular agenda.

I am opposed to restructuring Mariposa Counties Departments.

I've been a Contractor in Mariposa and Tuolumne County for in excess of 30 years and prior to that in several other jurisdictions. Despite both Mariposa and Tuolumne County having many exceptional employees, Tuolumne County is far more difficult and much more expensive to get through the permit process, due to the additional layers of management. Mimicking a model that doesn't work well would be counterproductive, especially when Mariposa County current model works well.

I have been The District 2 representative for the Building Departments Appeals Board for nine years. In that time frame there have only been two appeals and both were unanimously denied, proving that the current system is working well.

I was the District 2 Planning Commissioner for 6 ½ years and never saw the need for yet another layer of bureaucracy.

Respectfully,

Mark Becker

Attachment: PUBLIC COMMENT - Letter from Mark Becker (12263 : Department Reorganization Discussion)

10/26/21

To: Board of Supervisors

Good Afternoon I am Eileen Collins and a 20 year retiree from Mariposa County.

I started in 1996 as a Boyer temp with the Planning/ Building department. At that time the two departments were merged under one Department Head, Ed Johnson. After approximately 8 months I was hired as a full-time employee by the Health Department where I worked for approximately a year until I joined the Building Department. I remained in that position for approximately 8 years. I was then hired into the Planning department where I remained for several years until my retirement approximately five years ago. I believe my background with the county gives me a unique perspective as to how this proposal being presented today, might work or as I believe will not work.

In 1996 the Planning/Building Dept. were located in the rock house on Jones Street. Ed Johnson was the head of both Planning and Building departments. Ed was a Planner. John Davis was the Senior Building Inspector.

Although this arrangement seemed to work fine for the Planning department and their staff, it was quite apparent that it was not working well for the Building department. I heard the building staff complain on many occasions that they felt they were treated as a "step child". They lacked the support they needed to succeed and felt ignored by a Department Head that had no apparent experience or interest in Building.

I came from a large corporation in the Bay Area as a Senior Personnel Administrator. It was my charter to be aware of what personnel issues needed to be addressed in my liaison area. Management understood that unhappy employees spend way too much time airing their issues with other employees rather than doing their job. Therefore the happier the employees in their job the more they produced.

By the time I was hired into the Building department, planning and building had been separated into two separate and distinct departments as it is today. Perhaps it would be helpful to review why the board at that time felt it necessary to abandon the one department format.

After Building I worked for the Planning department for several years until I retired. I was required to have a good working knowledge of Planning codes and laws in answering questions and processing applications for customers. I spent many months learning the Planning codes and laws as I had when I was in Building learning those codes and laws.

The point I'm trying to make is these two departments are two very separate and distinct disciplines. I believe that combining Planning and Building would be a poor decision. First,

Attachment: PUBLIC COMMENT - Received from Eileen Collins (12263 : Department Reorganization Discussion)

"The Board of Supervisors should make changes to the PWD management structure and establish a work environment improvement plan to increase unity, and effectiveness of the Public Works teams within 90 days of the publication of the report."

Those are two very different statements. If you read the entire Grand Jury report regarding Public Works you will find that is referring to the internal organization based upon a number of personnel issues not adding another layer of management above the Department Head.

In the interest of full disclosure I was a member of that Grand Jury, which is why the statement in the staff report gave me a start.

Thank you for your attention

Attachment: PUBLIC COMMENT - Received from Eileen Collins (12263 : Department Reorganization Discussion)

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: October 26, 2021

TO: The Board of Supervisors

FROM: Tom Sweeney, District II Supervisor

RE: Minute Order Tracking Discussion

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction regarding Minute Orders accountability (Supervisor Sweeney)

During consideration of agenda items, the Board of Supervisors (BOS) often gives direction to department heads to accomplish something. Most of the direction takes the form of either 1) a correction or change to the action being taken or 2) a request for some sort of future action.

When the BOS gives direction, the Clerk of the Board (COB) prepares a Minute Order memo which is sent to the relevant parties in question and then enters that Direction on a spreadsheet maintained by her office, where it remains until fulfilled. On January 22, 2019, when the COB brought an item seeking a mechanism to remove overdue but unfulfillable Minute Orders, the BOS gave direction that the COB was to bring quarterly reports which would allow the Board to weigh in on open Minute Orders. Those reports have come regularly before the Board since the first occurred on April 2, 2019.

While this tracking function has served to inform the Board, many of the items seem to go largely ignored, potentially because of a lack of completion deadlines. In past Minute Order tracking reviews, the Board has removed duplicate items, but little has been done to address those items that have languished - many of them for years (the oldest dates back to February 27, 2018.) Unfulfilled Board direction also becomes an accountability issue which is contrary to the County's normal expectations and policies established for its employees.

Since it is unlikely that the Board will forego giving future direction, it becomes imperative to have a mechanism in place that delivers the results that the Board expects. Consequently, this item is to discuss the development of a new policy which speaks to the issue. Potential ideas identified include:

- Assign deadlines to existing Minute Orders (those already being tracked by the

Agenda Item - No Resolution Requested

COB);

- Assign an automatic deadline of 6 months to any future direction where a specific suspense date is not given.
- Authorize the Clerk of the Board to automatically prepare and schedule an agenda item for Board discussion, two weeks prior to any Minute Order deadline.

While the above actions help to cycle through items and keep them active, the Board is also being requested to discuss and develop a methodology to ensure compliance.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has never discussed this specific issue before. However, on January 22, 2019, it did hold the previously referenced discussion regarding development of a mechanism to remove unfulfillable Minute Orders.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

This is a Discussion and Direction item. No action is needed at this time.

RESULT: DIRECTION GIVEN