

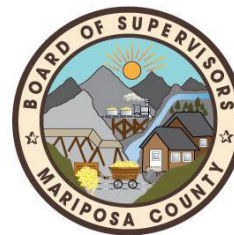


MARIPOSA COUNTY

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

5100 Bullion Street

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



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

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

October 5, 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 input. Supervisor Sweeney discussed the need for Minute Orders to have deadlines and suggested a way to deal with the existing Minute Orders. In response to a suggestion from Chair Long, Supervisor Sweeney agreed to work with the Clerk of the Board on a Discussion and Direction item regarding the issue.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. Health and Human Services RES-2021-550

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2021-551

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

CA3. Sheriff's Office RES-2021-552

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

CA4. Board of Supervisors RES-2021-553

Adopt a Resolution Designating the Mariposa County Arts Council as the County's Authorized Partner in the California Arts Council's State-Local Partnership Program; and Authorize the Mariposa County Arts Council to Submit Grant Proposals to the Program and Execute Grant Contracts, If Awarded

CA5. Building 2021-86

Appoint Brooke Hanner to Represent District 1 on the Building Department Advisory and Appeals Board with a Term Expiring January 2, 2023 to Coincide with the Term of District I Supervisor

CA6. Clerk of the Board of Supervisors (ID # 12188)

Receive Tracking List of Open Minute Orders

CA7. Fire RES-2021-554

Adopt a Resolution Approving the Grant Agreement for Rural Fire Capacity (RFC) Grant Funds from the California Department of Forestry and Fire Protection (CAL FIRE) for Up to \$19,998.75 for Additional Funding of Personal Protective Clothing and Equipment; and Authorize the Board Chair to Sign the Agreement and Certification, and Any Additional Documents Pertinent to These Grant Funds (Subject to Approval as to Legal Form by County Counsel)

CA8. Health and Human Services 2021-87

Appoint Stacey Lynch to the In-Home Supportive Services (IHSS) Advisory Committee with a Term Expiration Date of October 5, 2025

CA9. HHS/Behavioral Health & Recovery Services RES-2021-555

Approve Second Amendment to Agreement with JDT Consultants, Inc., Increasing the Agreement Amount by \$6,000 to a New Amount Not to Exceed \$106,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. HHS/Fiscal RES-2021-556

Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency, Housing Grants Fund Budget for Revenue to be Received Under the Subcontractor Agreement with the Amador Tuolumne Community Action Agency (ATCAA) (\$197,510) 4/5ths Vote Required

CA11. Planning 2021-88

Appoint Abby Miller as a Voting Member Representing the Practicing Artists and Creator Category to the Creative Placemaking Strategy Advisory Committee (CPSAC) to Fill an Unexpired Term Ending February 28, 2023

CA12. Public Works RES-2021-557

Approve Budget Action Transferring Funds Within the Public Works Department for the Triangle Road STIP Project (\$250,000)

CA13. Public Works RES-2021-558

Approve Budget Action Increasing Revenue and Appropriations in the Public Works and Transportation Department Recognizing Unanticipated Grant Program Funding from the Airport Coronavirus Response Grant Program (ACRGP) (\$13,000) 4/5ths Vote Required

CA14. Sheriff's Office RES-2021-559

Approve a Multi-Year Agreement for Use of Subscription Material with Lexipol for Agency Wide Policy Management and Training Platforms; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Board Recognitions

1. Board of Supervisors 2021-89

Proclaim October 11, 2021 as "Indigenous Peoples' Day" (Sandra Chapman and Tara Fouch-Moore, Southern Sierra Miwuk Nation) Tribal Chair Sandra Chapman and Tribal Secretary Tara Fouch-Moore

Sandra Rhoan-Chapman/Southern Sierra Miwuk Counsel Chair gave the report with the assistance of Lisa Parker and requested that this be made an annual event. Cara Goger/Mariposa County Arts Council Executive Director spoke in support of the item during public comment. Supervisor Long noted that he likes the annual proclamation because it acts a reminder. Supervisor Smallcombe discussed her personal history and some of the ways in which she has assisted the Southern Sierra Miwuk with their efforts to gain federal recognition. Supervisor Forsythe discussed the value of the tribe.

Chair Long presented the Proclamation to Ms. Chapman and Ms. Parker.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, Wayne Forsythe

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. Board of Supervisors 2021-90

Proclaim October 2021 as "Domestic Violence Awareness Month" (Isamar Gonzalez, Mountain Crisis Services)

Kristin Fiester/Mountain Crisis Program Director gave the report, and introduced Isamar Gonzalez/Advocate who discussed October events. During public comment, Walter Wall/District Attorney and Pete Judy/Chief Probation Officer spoke in support

of the item.

Chair Long presented the Proclamation to Ms. Fiester and Ms. Gonzalez.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. HHS/Public Health 2021-91

Proclaim the Month of October 2021 as "Breast Cancer Awareness Month" and October 15Th as "Mammography Day"

Kristina Allen/Deputy Director Public Health introduced Gonzalo Tafoya, David Williams, and Therese Williams from John C. Fremont Healthcare District (JCFHD) who gave the report. Matthew Matthiessen/JCFHD CEO spoke in support of the item during public comment.

Chair Long presented the Proclamation to Ms. Williams, Mr. Williams, and Mr. Tafoya.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

F. Departmental Presentation

Eric Sergienko/County Health Officer discussed his experience when he contracted COVID-19, and noted that it speaks to the importance and effects of isolation, early recognition, and early quarantining. Dr. Sergienko also reported on the current number of active cases, advising that we are slowly coming down from the peak numbers that occurred after the Fair; and advised of cases reported within the school district which led to the reinstatement of active screen as students arrive. Dr. Sergienko also reported that the State Health Officer issued a health order last week that mandates that IHSS workers, who are not family members or living in the home, must be vaccinated; and advised that the HHSA team has already reached out to that group of local workers, and noted that he thinks the number of people affected will be very small. Dr. Sergienko and Supervisor Smallcombe discussed the medical process being followed in regards to vaccines for children in the 5 to 11 year old age group. Dr. Sergienko then reported as the Air Pollution Control Officer noting that smoke particulate has been high but that rain is expected on Friday which will help to clear some of that away; and encouraged people to set up a clean air space indoors, and to limit their time outdoors.

Steve Ward/Mariposa County Fire - CAL FIRE Chief advised that this is Fire Prevention Week and discussed some resources that have been developed for the schools, and advised of station open houses to be held this Thursday between 6:00 and 8:00 PM at the Midpines station, and on October 14th between 6:00 PM and 8:00 PM at the Lushmeadows station. Chief Ward also cautioned people that rain and cooler temperatures do not signal open burning; and reminded that some of our most

devastating fires have occurred in the month of October.

Shannon Hansen/Interim Public Works Director advised that the Triangle Road overlay will start on Monday running into November, and will be ongoing Mondays through Fridays from 7:00 AM to 5:00 PM between Darrah and Carleton Roads.

Jacob Hawley/Mariposa Visitor Center Operations Manager advised that no reservations are needed to enter Yosemite National Park anymore.

Matthew Matthiessen noted that health worker mandates went into effect at John C. Fremont Healthcare District on October 1st and reported that they are in full compliance with it. He also noted that it will not affect the care or quality of their care. Mr. Matthiessen also advised of receiving word that their lab and skilled nursing facility (SNF) have passed industry checks with flying colors. Mr. Matthiessen also advised that the district provides premiere mammography services utilizing digital and 3-D equipment; noted that the radiologist reading the results is a specialist in reading mammography; and advised that same-day or walk-in appointments are also available. Mr. Matthiessen also advised that last Thursday, September 30th was the 70th Anniversary of the dedication of the John C. Fremont Hospital.

Therese Williams/JCFHD Public Information Specialist advised that they will be having a celebration at some point, and requested any stories about the hospital that people are willing to share as they are looking to create a memory lane display.

G. Public Comment on Non-Agenda Items

None.

H. Announcement and Recess

Chair Long noted that the Board will need to move into closed session at 11:20 AM, so items not considered this morning will be moved to the afternoon.

10:28 AM Chair Long recessed the meeting for a brief break and reconvened at 10:33 AM.

Recess Board of Supervisors

10:33 AM Chair Long recessed the Board of Supervisors meeting, followed by the Clerk's reading of the Government Code announcement.

I. LOCAL TRANSPORTATION COMMISSION

10:33 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all members present.

Public Comment Period

None.

LTC Regular Agenda

1. Public Works (ID # 12027)

Receive Presentation from Walker Consultants on the Final Draft Short Range Transit Plan (SRTP)

Jeannie Morvay-Clayton/Transportation Planner noted that the short range transit plan was originally scheduled for the meeting of September 21st, which was cancelled, and played a pre-recorded PowerPoint presentation. No public input.

Board discussion ensued with Manuel Soto/Walker Consultants, who was on the telephone, about the possible disruption of abandoning the Merced route, keeping Pioneer Market as a stop, the need for additional communication, the possibility of getting quarterly reports to provide data to help make better decisions, how YARTS might participate, and better data collection with new software and hardware.

RESULT: INFORMATION RECEIVED

Adjourn LTC

11:04 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

11:04 AM Chair Long reconvened the Board of Supervisors meetings.

J. Regular Agenda Items

1. HHS/Public Health RES-2021-560

Approve Extra Help Hours for a Registered Environmental Health Specialist (REHS) to Fulfill a Need in the Environmental Health Unit of the Health and Human Services Agency; and Approve the Associated Budget Action to Increase Extra-Help Appropriations in the Environmental Health Budget and to Decrease Public Health Nurse and Nurse Practitioner Expenses Appropriations in the Community Health Budget (\$85,755)

4/5ths Vote Required

Kristina Allen gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisors

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. Treasurer-Tax Collector-County Clerk RES-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

Keith Williams/Treasurer - Tax Collector - County Clerk gave the staff report. No

public comment.

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

3. Public Works RES-2021-562

Approve Credit Transfer Agreement with the National Fish and Wildlife Foundation in the Amount of \$55,500.00 for Purchase of 0.14 Acres Riparian/Aquatic Resource Credits to Offset the Impacts from the Darrah Road Bridge Replacement Project; and Authorize the Interim Director of Public Works & Transportation to Sign the Agreement

Shannon Hansen/Interim Public Works Director gave the staff report. No public comment.

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

4. Public Works RES-2021-563

Declare the 2021 U.S. Capitol Christmas Tree Tour a County Sponsored Event on November 4, 2021 from 12:00 Pm to 2:00 Pm. the Tree Will be Staged at the Vacant Lot Between 9Th and 10Th Streets for All of the Community to Come and Enjoy

Shannon Hansen gave the staff report. No public comment. Supervisor Menetrey elaborated on the event and extended thanks to Michelle McCarthy, of Mountain Mrs., for her assistance in organizing it.

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

K. Closed Session

1. Administration/Human Resources (ID # 12117)

CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: Deputy Sheriffs' Association (DSA); Name of County Designated Representative: Richard C. Bolanos

No public comment.

RESULT: CLOSED SESSION HELD**2. Administration/Human Resources (ID # 12118)**

CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: Sheriffs' Management Association (SMA); Name of County Designated Representative: Richard C. Bolanos

No public comment.

RESULT: CLOSED SESSION HELD**3. County Counsel (ID # 12200)**

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: in Re: National Prescription Opiate Litigation; United States District Court Case No. 1:18-AT-336

No public comment.

RESULT: CLOSED SESSION HELD**L. Recess**

11:20 AM Chair Long moved the meeting into Closed Session to be followed by lunch.

M. 2:00 PM Reconvened

2:00 PM Chair Long noted that Supervisor Sweeney is excused from the afternoon session.

Report Out

Chair Long reported that Information was Received and Direction was Given in all three Closed Sessions.

1. Administration/Technical Services (ID # 12037)

Receive a Presentation Regarding "A Single Productivity Suite; a Technical Services & Microsoft 365 Update - Summer 2021"

Joe Lynch/Assistant County Administrative Officer introduced Anthony Rios/Technical Services Manager who gave a PowerPoint presentation. No public comment.

RESULT: INFORMATION RECEIVED**2. Administration/Human Resources RES-2021-564**

Adopt a Policy Requiring Vaccination And/Or Testing of County Personnel, Effective Immediately

Joe Lynch gave the staff report which provided an overview of the history of this item. Board discussion ensued. During public comment, Ken Melton noted his agreement with some of the discussion and spoke against promoting the vaccine as an option.

ACTION: *The Board approved Option B, the Mariposa County Mandatory Testing Policy.*

RESULT: **ADOPTED [3 TO 1]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Wayne Forsythe, Miles Menetrey
NAYS: Marshall Long
EXCUSED: Tom Sweeney

3. Administration RES-2021-565

Adopt a Resolution Approving the Golden State Connect Authority Joint Exercise of Powers Agreement (JPA); and Authorize the Board of Supervisors Chair to Sign the JPA

Joe Lynch introduced Tara Schiff/Economic Development Specialist who gave the staff report. No public comment.

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

4. Administration RES-2021-566

Approve a Three Year Agreement with Townsend Public Affairs to Develop and Implement a State and Federal Government Legislative Advocacy and Funding Strategy to Support the Agenda of the County with an Amount Not to Exceed \$156,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

Joe Lynch gave the staff report. No public comment.

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

5. Administration (ID # 12202)**Discussion and Direction Regarding Continuity of Brown Act Board and Committee Operations**

Joe Lynch gave the staff report. Sarah Williams/Planning Director offered that hybrid meetings that allowed both in-person and telephonic participation would be best for the advisory boards. Discussion ensued regarding the provisions of AB361. René LaRoche/Clerk of the Board clarified that concern stems around the use of the Chambers given that the Board's previous direction was to roll back to the provisions that were implemented in March, 2020, when the Chambers were entirely closed. No public comment. The Board concurred with opening the Chambers. Sarah Williams requested clarification that the committees can only meet entirely in person or entirely telephonically. Steven W. Dahlem/County Counsel affirmed.

DIRECTION: The Chambers may be opened for business use by the County's advisory committees and its normal partner agencies.

RESULT: DIRECTION GIVEN

N. Items removed from Consent Agenda

None.

O. Board Information

Information received.

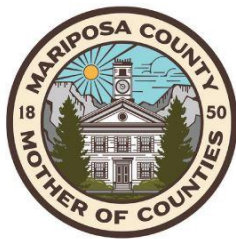
P. Adjournment

3:29 PM Chair Long adjourned the meeting in memory of Joseph Robert Florida, Delores Hahn, Richard (Dick) Grogan, and Michael Richard Vengua.

Respectfully submitted,

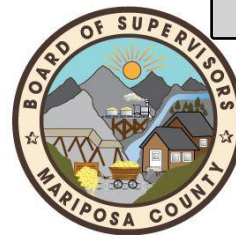
René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-550

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

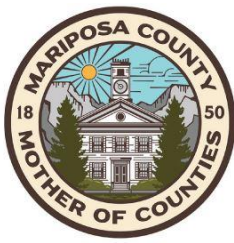
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

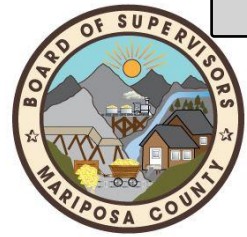
SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.2

RESOLUTION - ACTION REQUESTED 2021-551

MEETING: October 5, 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:

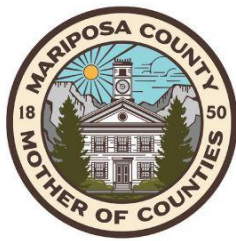
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

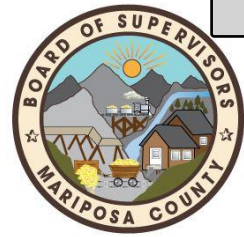
SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.3

RESOLUTION - ACTION REQUESTED 2021-552

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Jeremy Brieese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

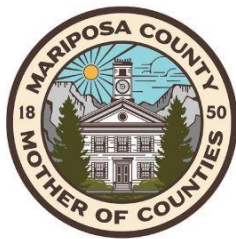
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RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

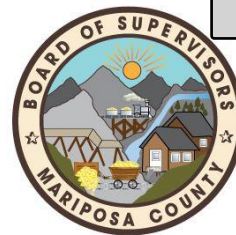
SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



D.4

RESOLUTION - ACTION REQUESTED 2021-553

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Arts Council Partnership Program

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution designating the Mariposa County Arts Council as the County's authorized partner in the California Arts Council's State-Local Partnership Program and authorize the Mariposa County Arts Council to submit grant proposals to the State and Local Partnership program; and execute grant contracts, if awarded. Mariposa County has a forty year affiliation with the California Arts Council, through the Mariposa County Arts Council, as a participant in the State and Local Partnership Program.

As State funding for the arts has increased, the California Arts Council leans heavily on their designated State and Local Partners (local arts councils) to increase their administrative capacity, ensuring state funding priorities and support reach every county in California, and provide feedback to the state regarding the priorities and needs of each county.

The recommended action will not have a fiscal impact on the County, but simply creates a partnership between the California Arts Council and our County through the Mariposa County Arts Council. This partnership includes competitive state funding opportunities connected to state administrative responsibilities for the Mariposa County Arts Council.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board annually adopts a resolution designating the Mariposa County Arts Council as the authorized partner in the California Arts Council's State-Local Partnership Program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not adopt the resolution. Mariposa County will not have cultural representation at the state level or be eligible to apply for or re-grants California Arts Council state funding to the creative community in Mariposa.

FINANCIAL IMPACT:

none

ATTACHMENTS:

Draft County Resolution 2021_2022 (PDF)

County Resolution Cover Letter (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY RESOLUTION NO. 21-

WHEREAS the California Arts Council and the California State Legislature have established a State and Local Partnership Program designed to provide impactful, local cultural planning and decision making to represent and serve underserved constituents; and

WHEREAS the Mariposa County Arts Council has continued to strive to meet the artistic and cultural needs of Mariposa County residents and has done so with great success; and

WHEREAS continuing the County's affiliation with the California Arts Council will benefit both the Mariposa County Arts Council and all facets of the County's creative community in terms of financial support and representation at the state level.

NOW, THEREFORE BE IT RESOLVED, that the Mariposa County Board of Supervisors, a political subdivision of the State of California, does hereby designate the Mariposa County Arts Council as Mariposa County's authorized Partner to the California Arts Council State and Local Partnership Program; and

BE IT FURTHER RESOLVED, that the Mariposa County Board of Supervisors authorizes the Mariposa County Arts Council to submit grant proposals and to execute the grant contracts, if awarded.

PASSED AND ADOPTED this 5th day of October, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

EXCUSED:

MARSHALL LONG, Chair

ATTEST:

APPROVED AS TO FORM:

René LaRoche, Clerk of the Board

Steven W. Dahlem, County Counsel

Attachment: Draft County Resolution 2021_2022 (RES-2021-553 : Arts Council Partnership Program)



September 23, 2021

René LaRoche, Clerk of the Board
Mariposa County Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

RE: Resolution to Designate the Mariposa County Arts Council, Inc. as the Mariposa County authorized Partner in the California Arts Council's State-Local Partnership Program

Dear Ms. LaRoche,

On behalf of the Mariposa County Arts Council, I respectfully request that the Mariposa County Board of Supervisors name the Mariposa County Arts Council, Inc., the designated Partner in the California Arts Council's State-Local Partnership Program.

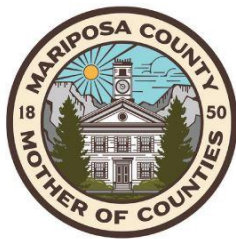
Please adopt a resolution designating the Mariposa County Arts Council as the County's authorized Partner to the California Arts Council. Mariposa County has a long affiliation with the California Arts Council as a participant in the State-Local Partnership Program. Attached please find last year's resolution and draft copy for this year's.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,

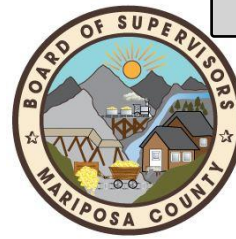
Cara Goger
Executive Director
goger@mariposaartscouncil.org

Attachment: County Resolution Cover Letter (RES-2021-553 : Arts Council Partnership Program)



MARIPOSA COUNTY

Building • 209-966-3934



MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Debra Willis, Sr. Development Services Coordinator

RE: Appointment to the Building Department Advisory and Appeals Board

RECOMMENDATION AND JUSTIFICATION:

Appoint Brooke Hanner to Represent District 1 on the Building Department Advisory and Appeals Board with a Term Expiring January 2, 2023 to Coincide with the Term of District I Supervisor.

The Building Department Advisory and Appeals Board was created by Resolution No. 86-92. Each supervisorial district is represented by one regular member who shall reside within the respective district. The term for each member is to coincide with the term of each Supervisor.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board routinely takes action to appoint community members to County committees, commissions, and boards.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Failure to approve appointments could leave the committee without a quorum if an appeal hearing should occur.

ATTACHMENTS:

Notice of Vacancy (PDF)
application (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



NOTICE OF VACANCY

BUILDING DEPARTMENT ADVISORY AND APPEALS BOARD

Current vacancies:

Two (2) regular members, one each from Supervisorial Districts I and III

Please be advised that vacancies exist on the MARIPOSA COUNTY BUILDING DEPARTMENT ADVISORY AND APPEALS BOARD representing Supervisorial Districts I and III to be filled by appointment of the Mariposa County Board of Supervisors. The vacancies are for 2 regular voting members, who will serve without compensation, and whose terms run concurrent to the supervisor for their district. Appointments will expire on January 2, 2023.

The purpose of this Board is to provide technical advice, as requested, to the Building Department and/or Board of Supervisors pertaining to building construction in Mariposa County; to serve as a screening committee to make recommendations regarding hiring Chief Building Inspectors; hearing appeals based upon disputes between persons in the building industry and the Building Department regarding decisions adversely affecting the appellant.

The MARIPOSA COUNTY BUILDING DEPARTMENT ADVISORY AND APPEALS BOARD meets on an as needed basis and operates under, and is governed by, Title 24 of the California Code of Regulations.

Qualifications:

In order to hear and decide appeals or orders, decisions or determinations made by the building official relative to the application and interpretation of the code, each member shall be qualified by experience, profession, association with, and training to pass judgment upon matters and shall not be an employee of Mariposa County. In addition, they must reside within the district that they wish to represent.

To apply:

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

Posted: September 24, 2021 on mariposacounty.org

cc: Board of Supervisors

RECEIVED

SEP 14 2021

BOARD OF SUPERVISORS



Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

<http://www.mariposacounty.org/index.aspx?NID=119>

County of Mariposa
 5100 Bullion Street
 P.O. Box 784 Mariposa, CA 95338
 (209) 966-3222

INSTRUCTIONS

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

Name of Board, Commission or Committee for which you are applying:

Building Department, Advisory, and Appeals Board

Supervisory District in which you Reside: District One

Length of Residency in the County: 1973-1985 (12Yrs) & 2012-Present (9Yrs)

First Name:

Brooke

Last Name:

Hanner

Mailing Address:

Email Address:

Are you Over 18 Years of Age:

Yes

Employment Status: Self-Employed

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

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

I look forward to the additional opportunity to serve my community and its residences.

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

None with the county, but I am currently the president of the Mariposa Contractor Association.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/ /2013

Page 1 of 2

Attachment: application (2021-86 : Appointment to the Building Department Advisory and Appeals Board)

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

I am currently the holder of California Contractors License #60835, with a Class B- General Contractors License and a C-10 Electrical Contractor License.

I have been in business for my self since 1990 and have worked for numerous contractors through out my career.

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?

YES. Kirstyn Hanner works for the Mariposa County Health & Human Services.

Resumé
Attached:

NO

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

As Needed

Do you have transportation?

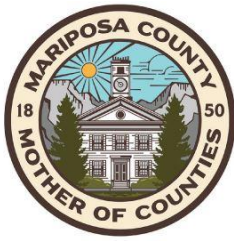
Yes

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

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

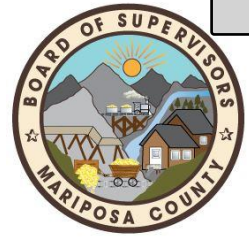
Dated: Sept 14, 2021 Signature: Booke, S. 10

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



MARIPOSA COUNTY

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



D.6

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Minute Order Tracking

RECOMMENDATION AND JUSTIFICATION:

Receive Tracking List of Open Minute Orders.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

At the meeting of January 22, 2019, the Clerk of the Board was directed to regularly report on open Minute Orders. Quarterly reports of open minute orders have been brought to the Board since.

The last report was brought to the Board on July 20, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action is being requested. This report is informational only.

ATTACHMENTS:

Minute Order Tracking List for 10-05-2021 meeting - through 9-21-2021 (PDF)

RESULT: INFORMATION RECEIVED BY CONSENT VOTE

MINUTE ORDER TRACKING

(Direction requiring a later action.)

Last Updated: 9/22/2021 (through September 21, 2021 meeting)

Meeting:	Res. Number:	From:	Directed To:	Requested Completion Date:	Action Requested/Volunteered:
2/27/2018	18-097	Board consensus	Dallin Kimble/CAO	Regularly	<i>ITEM: Receive and Review the Midyear Financial Status Report and Approve Budget Adjustments (Initiating Department: Admin)</i> DIRECTION: The CAO is to regularly bring briefing sheets to the Board showing how the money from the MID Settlement is spent.
6/26/2018	N/A	Board consensus	Dallin Kimble/CAO	None.	<i>ITEM: Discussion and Direction Regarding the Development of an Event Sponsorship Policy or Set of Guidelines (Initiating Department: Admin)</i> DIRECTION: Staff is to solicit input from community organizations to develop special events guidelines and policy. Until completed, staff is to process requests for recurring special events with no changes as usual; however, new events must be brought to the Board for approval. (1-26-21: The Board directed that a similar discussion and direction from 2-25-2020 be removed from the tracking list.)
12/4/2018	N/A	Board consensus	Sarah Williams/Planning Director	None,	<i>ITEM: Discussion and Direction to Staff Regarding Housing Programs in Mariposa County (Initiating Department: Planning)</i> DIRECTION: Bring back a housing program or plan that considers today's input.
1/22/2019	N/A	Board consensus	Sarah Williams/Planning Director and Mikey Goralnik/Community Design and Development Planner	Ongoing.	<i>ITEM: Discussion and Direction to Staff Regarding Financing Strategies for Merced River Trail and Mariposa Creek Parkway Legacy Projects (Initiating Department: Planning)</i> DIRECTION: Regarding the Merced River Trail and Mariposa Creek Parkway Legacy Projects, staff is to address the issue of the easement before spending effort on the Forest Service compliance aspect. **1/28/2020: Clarification added that Forest Service compliance aspect applies only to the Merced River Trail - not to the Mariposa Creek Parkway.
2/26/2019	N/A	Board consensus	Dallin Kimble/County Administrative Officer	None.	<i>ITEM: Discussion and Direction on Real Estate Status and Opportunities (Initiating Department: Admin)</i> DIRECTION: The CAO is to move forward with the staff needs evaluation, and prepare an inventory of County owned properties for use in future considerations.

Meeting:	Res. Number:	From:	Directed To:	Requested Completion Date:	Action Requested/Volunteered:
6/9/2020	N/A	Board consensus	Dallin Kimble/CAO	None.	<i>ITEM: Discussion and Direction on Pension and OPEB (Initiating Department: Admin)</i> DIRECTION: The CAO is to continue assessing solutions and return at some point with a proposal of what funds to invest.
2/16/2021	N/A			None.	<i>ITEM: Declare Approximately 21,241 Square Feet of APN 12-140-0230, as Identified in Exhibit "A" of the Attached Agreement, as Surplus Land; Approve an Agreement to Sell Surplus Real Property at APN 12-140-0230 (\$1,891.50); and Authorize the Board of Supervisors Chair to Sign the Associated Purchase Sale Agreement, Lot Line Adjustment Application, Transfer Deed and Any Other Forms Necessary to Complete the Sale (Subject to Approval as to Legal Form by County Counsel)</i> DIRECTION: Supervisor Smallcombe requested that another presentation be scheduled before the Board to provide an overview of the Mariposa Creekside Terrace Housing Project's timeline and tasks.
5/18/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	<i>ITEM: Discussion and Direction on Real Estate Status and Opportunities</i> DIRECTION: The Board concurred that the CAO is to prioritize investigating options and solutions, including applicable studies, for the public safety departments, particularly the Sheriff's Administration Building and possible pursuit of the Spring Hill site for use by County Fire; and that the CAO move to start getting surplus County-owned property back in private hands.
6/1/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	<i>ITEM: Discussion and Direction Regarding Building Department Leadership</i> DIRECTION: Bring back an item to appoint an Interim Director from existing Building Department staff. (Appointment made on 6-22-21.) In addition, the CAO is to investigate and bring back information regarding community development departments and other organizational models being used in other counties and their effectiveness.
7/13/2021	21-415	Board consensus	Dallin Kimble/CAO	None.	<i>PUBLIC HEARING: Adopt a Resolution Approving an Application for Community Development Block Grant (CDBG) Funding; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Thereto from the 2021 Notice of Funding Availability (NOFA) to Fund a Resort Hotel & Conference Center Feasibility Study (Subject to Approval as to Legal Form by County Counsel)</i> ACTION: Approved contingent upon the draft RFP coming back to the Board for approval.

Meeting:	Res. Number:	From:	Directed To:	Requested Completion Date:	Action Requested/Volunteered:
7/27/2021	N/A	Board consensus	Sarah Williams/Planning Director	None.	<i>PUBLIC HEARING: Adopt a Resolution 1) Approving General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities with the Recommended Findings, Including a Finding the Project is Exempt from Environmental Review and 2) Establishing a One-Year Grace Period for Existing Facilities to Obtain a Permit and Comply with the Standards; County of Mariposa, Project Proponent</i> DIRECTION: Exempt parking from the setback requirement, and extend the timeframe to come into compliance on major items like water source and restrooms from one year to two years.
8/10/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	<i>Discussion and Direction Regarding Response to COVID-19</i> DIRECTION: The discussion was bifurcated and the CAO was directed to return next week with a separate item regarding the County at-large and to conduct extensive public outreach for that item, with the assistance of the HHSA and Sheriff's Public Information teams. As to County operations, the Board concurred that, effective immediately or as soon as feasible, County facilities are to roll back to what was implemented in March of 2020 until such time as the County meets the Moderate category threshold. Actions will include: • Closing County spaces on a department-by-department basis as needed, with the Board meetings open for meetings but with social distancing and mask requirements back in place; • Revisit teleworking, if necessary; and • Limit business travel. The Clerk of the Board was given direction to update the County website to reflect the closures, and was directed to be the nexus of that information. Additionally, verification of employee vaccinations will now be required, with unvaccinated employees required to test weekly.

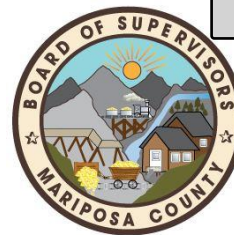
Meeting:	Res. Number:	From:	Directed To:	Requested Completion Date:	Action Requested/Volunteered:
8/10/2021	N/A	Board consensus	Shannon Hansen/Interim Public Works Director; Dallin Kimble/CAO	None.	<i>Receive a Presentation from the Water Agency Advisory Board Regarding Next Steps in Implementation of the M.I.D. Settlement</i> DIRECTION: The CAO is to facilitate the preparation of an RFP for a Water Project Feasibility Study that will use the \$250,000 previously allocated for such a study, and which will come back to the Board for approval prior to being issued; any use of M.I.D. settlement funds is to be limited until the Board receives the completed feasibility study and decides if it will pursue a water project; and the WAAB authorities and purpose are to be updated to allow its members to work on the issue.
8/17/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	<i>Discussion and Direction Regarding Community-Wide Impacts and Response to COVID-19</i> DIRECTION: • No mandates are to be implemented but the Board encourages it citizens to use good judgment and follow the current State guidance. • The CAO is to bring another discussion and direction item to the August 24th, 2021 meeting to revisit the discussion regarding COVID-19 measures and County Employees.
8/24/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	<i>Discussion and Direction Regarding Internal Response to COVID-19</i> DIRECTION: Continue with the measures that were directed on August 10, 2021, but with the addition of saliva tests as an option; and return to the Board in two weeks with a policy that encapsulates the direction.

Meeting:	Res. Number:	From:	Directed To:	Requested Completion Date:	Action Requested/Volunteered:
8/24/2021	N/A	Board consensus	René LaRoche/Clerk of the Board	None.	<i>Discussion and Direction Regarding Development of a New Policy Specifying Guidelines and Standing Rules for All County Committees, Commissions, and Boards</i> DIRECTION: The Clerk of the Board is to draft and return with a policy for Committees and Commissions that includes: • Sunset date of four years with a review to take place at year two. • Submittal of annual committee reports to the Board of Supervisors. • Regular submission of the meeting minutes to the Clerk of the Board to provide to the Board of Supervisors. • A provision that the committee and commission members be provided with the policies of the County and that the Zero Tolerance be enforced. Human Resources is to work with the Clerk of the Board to develop and create the policy of enforcement. • Policy on nepotism to include no persons of the same household and/or husband/wife, which is to take effect immediately. • All Committees and Commissions will be required to have bylaws. If they currently do not have bylaws, they will have 90 days from the adoption of the final policy to create and have their bylaws adopted by the Board of Supervisors.



MARIPOSA COUNTY

Fire • 209-966-4330



RESOLUTION - ACTION REQUESTED 2021-554

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Rural Fire Capacity Grant Acceptance

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution Approving the Grant Agreement for Rural Fire Capacity (RFC) Grant Funds from the California Department of Forestry and Fire Protection (CAL FIRE) for Up to \$19,998.75 for Additional Funding of Personal Protective Clothing and Equipment; and Authorize the Board Chair to Sign the Agreement and Certification, and Any Additional Documents Pertinent to These Grant Funds (Subject to Approval as to Legal Form by County Counsel).

The RFC grant is a Federal Block grant program administered in California by CAL FIRE. The grant's purpose is to enable rural fire departments to purchase safety equipment so they can stay in compliance with National Fire Protection Association safety standards while engaged in firefighting activities.

The acceptance of the awarded grant will enable Mariposa County Fire Department (MCFD) to purchase new sets of structural and wildland firefighting ensembles that comply with current safety regulations. This grant will effectively decrease the Fire Department's purchase price of the new gear to half.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Mariposa County Board of Supervisors approved Resolution #2021-151 on 3/23/21 to apply for this RFC Grant. Mariposa County Fire routinely utilizes this program was previously called the Volunteer Fire Assistance (VFA) grant, which the Board of Supervisors has approved and accepted in the past. MCFD budgets for these matching funds requirement in anticipation of this opportunity. This grant is instrumental for updating gear to better protect our firefighters.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Mariposa County Fire Department will lose the available grant funds to replace its Personnel protective clothing and equipment.

FINANCIAL IMPACT:

This will be a 50/50 match. Mariposa County Fire will match upto \$20,000.00 as a match to this grant. This funding is allocated within the annual budget for Fire.

ATTACHMENTS:

Agreement 7GF21075 (PDF)

2021 RFC Resolution Template with Instructions (PDF)

AD-1048 Form (PDF)

AD 475A Civil Rights Poster (PDF)

FS-850 Civil Rights Pamphlet (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Cooperative Fire Protection
GRANT AGREEMENT

APPLICANT:

PROJECT TITLE: Rural Fire Capacity

GRANT AGREEMENT: 7GF21075

PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2022.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agree to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capabilities to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed \$ **\$19,998.75** (or project costs, whichever is less)

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND
FIRE PROTECTION**

Mariposa County Fire Department

Applicant

By

Signature of Authorized Representative

Title

Board Chair

By

Title: **Gabrielle Avina**
Staff Chief, Cooperative Fire Programs

Date

Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND 0001	FUND NAME General Fund	
PROJECT ID 354021DG2012138	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING \$ \$19,998.75
GL UNIT 3540	BUD REF 001	CHAPTER 21
PROGRAM NUMBER 9999000FED	ENY 2021	ADJ. INCREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580002	ADJ. DECREASING ENCUMBRANCE \$ 0.00
REPORTING STRUCTURE 35409206	SERVICE LOCATION 92717	UNENCUMBERED BALANCE \$ \$19,998.75

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer

Date

RURAL FIRE CAPACITY PROGRAM TERMS AND CONDITIONS

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA Natural Resources Agency

Agreement for the Rural Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and Mariposa County Fire Department hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Rural Fire Capacity program in California, hereinafter referred to as RFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2101-2114), as amended.
2. This is a subaward under the 2021 Rural Fire Capacity Grant #21-DG-11052012-138 awarded to STATE by the Forest Service on July 21, 2021. The CFDA for the award is 10.664, Cooperative Forestry Assistance. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said RFC and agrees to the terms and conditions specified in the Procedural Guide for Rural Fire Capacity Program 2021.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **INCORPORATION:** The Procedural Guide for Rural Fire Capacity Program 2021, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.
6. **TIMELINESS:** Time is of the essence in this Agreement.
7. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2021 or LOCAL AGENCY will forfeit the funds.

8. **GRANT AND BUDGET CONTINGENCY CLAUSE:** It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2021** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$19,998.75** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2022.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2022 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the RFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
11. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "RFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use RFC Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for RFC Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY: Mariposa County Fire Department
PO Box 162 Mariposa, Ca. 95338

Attention: Steven Ward
Telephone Number(s): 209-966-4330
E-mail Steven.Ward@fire.ca.gov

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 894-9845
E-MAIL: Megan.Esfandiary@fire.ca.gov

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with RFC funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The RFC percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

7GF21075

18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an RFC Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the RFC Property Number assigned.
19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM:** The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2022.
26. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the RFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.
30. **MEDIA:** LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

7GF21075

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.

**BEFORE THE BOARD OF SUPERVISORS OF THE
MARIPOSA COUNTY BOARD**
COUNTY OF MARIPOSA, STATE OF CALIFORNIA

IN THE MATTER OF:

Resolution Number: _____

Approving the Department of Forestry and Fire Protection Agreement #_____ for services from the date of last signatory on page 1 of the Agreement to June 30, 2022 under the Rural Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Supervisors of the Mariposa County, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2021-22 up to and no more than the amount of \$19,998.75_____.

BE IT FURTHER RESOLVED that the Chair_____ of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Mariposa County Fire Department_____.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the Mariposa County Board _____, at a regular meeting thereof, held on the _____ day of _____, by the following vote:

AYES:

NAYS:

ABSENT:

Signature, Board of Supervisor Member

Printed Name and Title

-----**CERTIFICATION OF RESOLUTION**-----

ATTEST:

I _____, Clerk of the _____, County of _____ California do hereby certify that this is a true and correct copy of the original Resolution Number _____.

WITNESS MY HAND OR THE SEAL OF THE _____, on this _____ day of _____, _____.

**OFFICIAL SEAL
OR NOTARY CERTIFICATON**

Signature

Title and Name of Local Agency

Attachment: 2021 RFC Resolution Template with Instructions [Revision 1] (RES-2021-554 : Rural Fire Capacity Grant Acceptance)

BEFORE THE BOARD OF DIRECTORS OF THE

#1 Oakmont Fire Protection District
COUNTY OF Fresno, STATE OF CALIFORNIA

IN THE MATTER OF: Resolution Number: 21-0000 #2 #3 #4
Approving the Department of Forestry and Fire Protection Agreement # 7GF21xxx for services from the date of last signatory on page 1 of the Agreement to June 30, 2022 under the Rural Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the Oakmont Fire Protection District #1, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2021-22 up to and no more than the amount of \$ 10,000. #5

BE IT FURTHER RESOLVED that John Miller, Fire Chief #6 of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Oakmont Fire Protection District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Oakmont Fire Protection District #1, at a regular meeting thereof, held on the 22nd day of October, 2021 by the following vote: #1

AYES: **STOVER, TOWER, KERNS, OSGOOD**

NAYS: NONE #8

ABSENT: **HARRIS**

#9 _____
Signature, Board of Directors Member

#10 Steven Kerns, Board Member
Printed Name and Title

#9 _____
Signature, Board of Directors Member

#10 James Tower, Director
Printed Name and Title

-----CERTIFICATION OF RESOLUTION-----
ATTEST:

I Sarah Osgood #11, Clerk #2 of the Oakmont Fire Protection District #13, County of Fresno, California do hereby certify that this is a true and correct copy of the original Resolution Number 21-0000 #3

WITNESS MY HAND OR THE SEAL OF THE Oakmont Fire Protection District #1, on this 22nd day of October, 2021.

Signature

#13 #12 #1
Clerk of the Board, Oakmont Fire Protection District
Title and Name of Local Agency

OFFICIAL SEAL
OR NOTARY CERTIFICATION

#14

KEY FOR COMPLETION OF SAMPLE RFC RESOLUTION

Electronic Signatures are acceptable

- #1 Enter the official name of the county, city, district, fire dept., etc.
- #2 Enter the name of the county in which the local agency is located.
- #3 Enter the resolution number.
- #4 Enter the grant number from Agreement, Page 2, Upper Right Conner. (i.e. 7GF21xxx)
- #5 Enter the award amount from the Agreement. (i.e. \$10,000)
- #6 Enter the name and title of official who is authorized by the Board to sign the contract.
- #7 Enter the date, month and year of the Board meeting at which the resolution is adopted.
- #8 Enter the vote. Use either the names of the Board Members or the number vote in each category (i.e. Ayes: 4, Nays: 0, Absent: 1)
- #9 Signatures of Board Members signing resolution. Must be different than the official authorized to sign the Agreement in number 6.
- #10 Enter printed names of the Board Members signing resolution.

CERTIFICATION OF RESOLUTION SECTION

This section is not required if there is an official seal or a notary certification provided in the OFFICIAL SEAL OR NOTARY CERTIFICATION SECTION.

- #11 Enter the printed name of official Certifying Resolution. This must be a different official than the Board Members signing the resolution in #9 and whose names are printed in #10
- #12 Signature of the official certifying the resolution.
- #13 Enter the title of the official signing Certification of Resolution.

OFFICIAL SEAL OR NOTARY CERTIFICATION SECTION

The Official Seal or Notary Certification is NOT required if the CERTIFICATION OF RESOLUTION SECTION is completed.

- #14 Stamp or emboss the official seal or provide a notary certification below the OFFICIAL SEAL OR NOTARY CERTIFICATION SECTION heading.



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048 Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Attachment: AD-1048 Form (RES-2021-554 : Rural Fire Capacity Grant Acceptance)

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment: AD-1048 Form (RES-2021-554 : Rural Fire Capacity Grant Acceptance)



United States Department of Agriculture

AND JUSTICE FOR ALL

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at **(202) 720-2600** (voice and TTY) or contact USDA through the Federal Relay Service at **(800) 877-8339**. Additionally, program information is available in languages other than English.

To file a complaint alleging discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call **(866) 632-9992**. Submit your completed form or letter to USDA by:

mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

fax:

(202) 690-7442; or

email:

program.intake@usda.gov.

This institution is an equal opportunity provider.

Conforme a las leyes federales y a los derechos civiles, reglamentos y políticas del Departamento de Agricultura de los Estados Unidos (U.S. Department of Agriculture, USDA), se prohíbe a esta institución discriminar por motivo de raza, color, nacionalidad, sexo, edad, discapacidad y reprimir o tomar represalias por actividades realizadas en el pasado relacionadas con los derechos civiles. (No todos los principios de prohibición se aplican a todos los programas).

Las personas discapacitadas que requieran medios alternos para que se les comunique la información de un programa (por ejemplo, braille, letra agrandada, grabación de audio, lenguaje de señas estadounidense, etc.) deberán comunicarse con la agencia estatal o local responsable de administrar el programa o el TARGET Center del USDA al **(202) 720-2600** (voz y TTY) o comunicarse con el USDA a través del Servicio Federal de Transmisión de Información al **(800) 877-8339**. La información del programa también está disponible en otros idiomas además del inglés.

Para presentar una queja por alegada discriminación, complete el formulario de quejas por discriminación del programa del USDA, AD-3027, que podrá encontrar en línea en http://www.ocio.usda.gov/sites/default/files/docs/2012/Spanish_Form_508_Compliant_6_8_12_0.pdf o en cualquier oficina del USDA o escriba una carta dirigida al USDA que incluya toda la información solicitada en el formulario. Para solicitar una copia del formulario de presentación de quejas, comuníquese al **(866) 632-9992**. Envíe su formulario o carta completos al USDA por

correo:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

fax:

(202) 690-7442; o

correo electrónico:

program.intake@usda.gov.

Esta institución ofrece igualdad de oportunidades.



To file a complaint alleging discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office or write a letter addressed to USDA and provided in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider."

If the publications or materials are too small to permit the use of the full statement, at a minimum include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

What does the Forest Service do to ensure compliance with nondiscrimination responsibilities?

The Forest Service will conduct reviews of your programs and activities on a periodic basis to ensure that they comply with Civil Rights laws. The USDA will receive, investigate, and adjudicate claims alleging violation of Civil Rights laws by recipients of USDA assistance.

What Federal Civil Rights laws must you follow to ensure compliance?

U.S. Code	Statute	Prohibits Discrimination on the Basis of:
(42 U.S.C. 2000d–2000c)	Title VI of the Civil Rights Act of 1964	Race, Color, or National Origin (including LEP)
(20 U.S.C. 1681–1686)	Title IX of the Education Amendments of 1972	Sex (in educational programs and activities)
(42 U.S.C. 6101 et seq)	Age Discrimination Act of 1975, as amended	Age
(29 U.S.C. 794)	Section 504 of the Rehabilitation Act of 1973, as amended	Disability

For More Information

The Forest Service is your partner in providing equal opportunity to the public. For more information, please contact your local Forest Service office.

Grants and Agreements

Complying With Civil Rights Requirements

Your Responsibilities as a Partner With the Forest Service

“Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination.”

— President John F. Kennedy, in his 1963 message calling for the enactment of Title VI of the Civil Rights Act

USDA is an equal opportunity provider, employer, and lender.



Who is required to comply with Federal Civil Rights laws?

If you receive Federal funds or assistance, such as a grant or agreement, from the U.S. Department of Agriculture(USDA), Forest Service, by law you must provide equal opportunity for all people to participate in the programs and activities you offer. For example, you should not deny or exclude anyone from programs, services, aids, or benefits. Also, you must not retaliate in any manner against a person who files a complaint or opposes any unlawful or discriminatory practice. The back of this brochure shows Federal Civil Rights laws that apply.

This brochure provides a basic overview of your responsibilities for ensuring nondiscrimination in the delivery of your programs and activities to the public on bases covered by Federal law. These bases include race, color, national origin, sex (in educational programs or activities), age, and disability.

What are some types of Federal funding and assistance?

- Federal monies given by grants, subgrants, cooperative agreements, challenge cost-share agreements, cost-reimbursable agreements, or loans
- Training presented by a Federal agency
- Loan/temporary assignment of Federal personnel (e.g., a Forest Service employee instructing a course at a local university)
- Loan or use of Federal property at below market value

Are you a recipient of Federal funding and assistance?

You are a recipient if, through a partnership with the Forest Service, you receive Federal funding or assistance (either directly or through another recipient) to conduct a program you offer to the public.

Recipients include:

- Any individual receiving Federal funding or assistance
- A State or local government

- American Indian or Alaska Native individual, tribe, corporation, or organization
- Any public or private agency, institution, or organization (e.g., *university, college, or nonprofit*)

What are your responsibilities for complying with Federal Civil Rights laws?

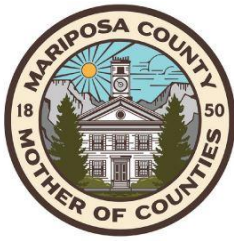
As a partner with the Forest Service, your responsibilities for complying with Federal Civil Rights laws include, but are not limited to:

- Signing a nondiscrimination assurance clause certifying that you will comply with Civil Rights laws (SF-424B or SF-424D). If you have subrecipients, obtain a signed assurance from them. An example of a subrecipient is a local community organization receiving a subgrant from a State forestry agency.
- Displaying the “And Justice for All” U.S. Department of Agriculture poster (AD-475A) in your public reception areas or other areas visible to the public. Contact your local Forest Service office to obtain copies.
- Including in any of your publications and outreach materials related to a grant or agreement project, a statement of affiliation with the Forest Service, e.g., “This publication made possible through a grant from the USDA Forest Service.” OR “This research was conducted in cooperation with the USDA Forest Service.” OR “This research was funded by a grant from the USDA Forest Service.”
- Providing program information in alternative formats for people with disabilities and in alternative languages for people with Limited English Proficiency (LEP), as appropriate to your customer base.
- Developing a language access plan to translate or interpret vital documents free of charge to your customers when needed or requested by local members of the public with LEP. Visit <http://www.lep.gov/lepbrochure.pdf>.
- Identifying a person to be responsible for ensuring your program is in compliance with Civil Rights requirements.

- Reviewing all your policies, procedures, and practices to ensure they do not limit participation on the basis of race, color, national origin, age, disability, or sex (in educational programs and activities).
- Evaluating the accessibility of your programs and facilities. If they are not now accessible, develop a transition plan for making them accessible and then carry out the plan as appropriate.
- Ensuring that your staff understands their Civil Rights responsibilities, including their role in the USDA complaint process.
- Providing outreach to a wide variety of communities to ensure diversity if you advertise or market your program.
- Providing the Forest Service with demographic information on program participation based on race, national origin, sex, age, and disability, where applicable.
- Including the following statement about nondiscrimination and how to file a complaint in your publications and outreach materials:

“In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible State or local Agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information is also available in languages other than English.



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.8

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Appointment to the In-Home Supportive Services Advisory Committee

RECOMMENDATION AND JUSTIFICATION:

Appoint Stacey Lynch to the In-Home Supportive Services (IHSS) Advisory Committee as an HHSA advocate for people with disabilities or seniors with a term expiration date of October 5, 2025.

This Committee was established by the Board of Supervisors of Mariposa County, California, pursuant to Welfare and Institutions Code § 12301. This Committee shall exercise the powers and authority and assume the responsibilities delegated to it.

The role of the Committee is to (1) submit recommendations to the County Board of Supervisors on the preferred mode or modes of services to be utilized in the County for in-home supportive services, and (2) provide on-going advice and recommendations regarding inhome supportive services to the County Board of Supervisors, any administrative body in the County that is related to the delivery and administration of in-home supportive services, and the governing body and administrative agency of the public authority, nonprofit consortium, contractor, and public employees.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously approved recommended appointments to the IHSS Advisory Committee when presented.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

A lack of approval for the appointment would mean lesser representation for some of our most vulnerable community members and would cause the committee to continue holding a vacancy in the roster.

ATTACHMENTS:

Stacey Lynch - Redacted Application for IHSS Adv. Committee(PDF)

Agenda Item - No Resolution Requested 2021-87

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

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



RECEIVED

AUG 02 2021

BOARD OF SUPERVISORS

County of Mariposa

 5100 Bullion Street
 P.O. Box 784
 Mariposa, CA 95338

(209) 966-3222

 Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES
<http://www.mariposacounty.org/index.aspx?NID=119>

Name of Board, Commission or Committee for which you are applying:

IHSS Advisory Committee

Supervisory District in which you Reside:

Length of Residency in the County:

1992 - Current

First Name:

Stacey

Last Name:

Lynch, MSW

Mailing Address:

Email Address:

slynch@mariposacounty.org

Are you Over 18 Years of Age:

yes

Employment Status:

Employed

Employer's Name:

Mariposa County Health & Human Services

Employer's Address:

5362 Lemee Lane / P.O. Box 99

Day Telephone Number:

209 - 742 - 0950

Cell Phone Number:

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

 To strengthen community partnerships
 in order to better serve community populations.

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

N/A

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

child welfare / Adult Protective Services
Program experience .x 4 years

BA - Psychology - Arizona State University

MSW - Arizona State University

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:

Stacey Lynch - Social Worker IV, Social Services / At
Joe Lynch - Assistant CAO - Mariposa County
Kelly Maples - Deputy Sheriff, Mariposa County

Resumé
Attached:

no

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

Open

Do you have transportation?

yes

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

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 07/28/2021

Signature: _____

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

SUPPLEMENTAL QUESTIONS

In-Home Supportive Services Advisory Committee

Additional information is needed to process your application. Please complete the questions below, date and sign the certification, and attach this sheet to your application. All information will remain confidential.

Why do we request this information?

Because it is operating as the county's In-Home Supportive Services advisory committee, state law (WIC §§ 12301.3 (a)(1)-(3)) requires no less than 50 percent of the membership of the advisory committee shall be individuals who are current or past users of personal assistance services, and at least 1 member shall be a current or former provider of in-home supportive services, or an advocate.

1. Have you ever used, or are you currently using, personal assistance services paid for through public or private funds? (Y/N): _____

2a. Have you ever been, or are you currently, a provider of in-home supportive services? (Y/N): _____

OR

b. Do you represent organizations that advocate for people with disabilities or seniors; or are you from a community-based organization that advocates on behalf of home care employees? (Y/N): yes

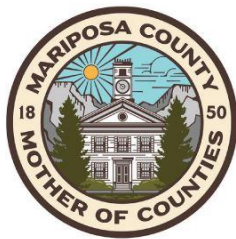
CERTIFICATION:

I, Stacey Lynch, certify that the above information is true and correct.

Dated: 08/02/2021

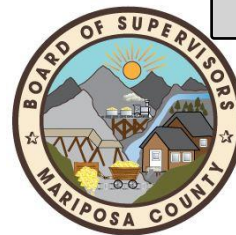
(signature)

June 5, 2017



MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-555

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Second Amendment - Agreement with JDT Consultants, Inc.

RECOMMENDATION AND JUSTIFICATION:

Approve Second Amendment to Agreement with JDT Consultants, Inc., increasing the agreement amount by \$6,000 to a new amount not to exceed \$106,000; and authorize the Board of Supervisors Chair to sign the amendment.

During the term of our FY2021 agreement, the demand for TBS services from JDT Consultants has been greater than anticipated.

JDT Consultants provides Therapeutic Behavioral Services (TBS) to Mariposa County children/youth who are eligible for Medi-Cal, meet criteria for TBS services and are referred by Mariposa County Health and Human Services Agency (HHSA). TBS is an intensive, one to one, face to face, short term outpatient treatment intervention for individuals under the age of 21 with serious emotional disturbance (SED) who are experiencing a stressful life transition or life crisis and need additional, short term, specific support services. These services shall be available to children with difficult behaviors who require one to one assistance and who may be at risk of psychiatric hospitalization or in need of preservation of placement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The existing agreement with JDT Consultants, Inc. was approved on February 21, 2020 by County Administrative Officer.

The First Amendment was approved by the Board of Supervisors on January 5, 2021 through Resolution No. 2021-7.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Amendment is not approved, the Agency will be negatively impacted in providing vital services to this specific target population within Mariposa County.

FINANCIAL IMPACT:

These contract expenses are budgeted in the HHSA Health Services division budgets. These services are claimed to Medi-Cal and costs are offset by revenue received. There is no impact to the County General Fund.

ATTACHMENTS:

JDT Consultants Agreement 2021 Wsignatures (PDF)
First Amendment - JDT Wsignatures Res #2021-7(PDF)
2nd Amendment - Exhibit B JDT 2021 (PDF)
2nd Amendment-JDT Consultants Agreement 2021 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CC: Auditor 118

MEMORANDUM FOR ROUTING AGREEMENTS NOT REQUIRING BOARD APPROVAL

Please complete the following required information

To: Tracy Gauthier, Deputy Clerk of the Board II Dept.: Clerk of the Board Date: 2/14/2020
 From: Beth Rose Dept.: HS / Fiscal Contact No.: 209-742-0963
 Agreement with: JDT Consultants Inc. Term: 7/1/2020 - 6/30/2021
 (Beginning to end - Must be 1 year or less)

For: Therapeutic Behavioral Services - Children

(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", "Telephone Crisis Support")

Is this an Amendment to an Agreement? Yes ☐ No ☒

NOTE: If yes, please attach a copy of all prior amendments as well as the initial agreement

* Provide a minimum of two (2) original agreements signed by ALL except County Counsel and/or CAO
 (One will be kept by the Clerk of the Board's office)

* Check the type of agreement being submitted below and enter the dollar amount

* Route to the Clerk of the Board's Office (Not to Admin or County Counsel)

Purchasing (County Code Chapter 3.08, Ordinance no. 1124):

- ☐ \$ _____ **DEPARTMENT HEADS (Asst. Purchasing Agent) -Section 3.08.050 – Under \$10,000:**
 Assistant Purchasing Agents-Department Heads are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.)
 (May not purchase or lease real property or storage space without the Purchasing Agent's approval.)
- ☒ \$ 50,000.00 **CAO (Purchasing Agent) -Section 3.08.090 – Under \$50,000:**
 (Amount limited to what is budgeted and must be a one year, or less, contract term.)

Other:

_____ Res. 05-117 and 04-346 – Indemnification Agreements

_____ Interdepartmental Agreements

ALL AGREEMENTS MUST BE ROUTED TO THE CLERK OF THE BOARD'S OFFICE

The agreement will be further processed / finalized and one original will be retained for our files per Government Code 25103 and 25104, the remaining originals will be returned to the submitting department.

Revised: 08-23-2019

AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 21 day of Feb, 2020, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and JDT Consultants, Inc. ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2020 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform therapeutic behavioral services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$50,000. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:

JDT Consultants, Inc.
4205 West Figarden Drive
Fresno, CA 93711
Phone: (559) 221-1680
Fax: (559) 221-4336

COUNTY:

County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those

documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and County of Mariposa Health and Human Services Agency. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. NO WAIVER

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

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

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

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

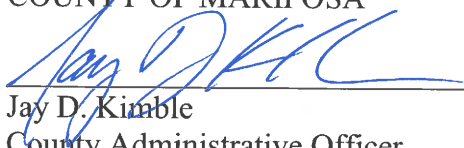
It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by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

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

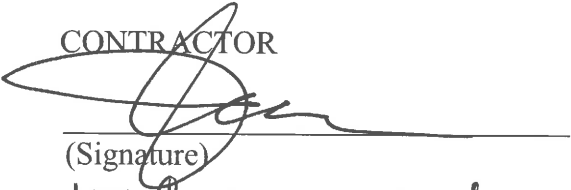
such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA


Jay D. Kimble
County Administrative Officer

CONTRACTOR


(Signature)

JDT Consultants, Inc.

APPROVED AS TO LEGAL FORM:


Steven W. Dahlem
County Counsel

Exhibit A SCOPE OF WORK

Contractor shall provide Therapeutic Behavioral Services (TBS) to Mariposa County children/youth who are eligible for Medi-Cal, meet criteria for TBS services and are referred by Mariposa County Health and Human Services Agency (HHSA).

Description of TBS

TBS is an intensive, one to one, face to face, short term outpatient treatment intervention for individuals under the age of 21 with serious emotional disturbance (SED) who are experiencing a stressful life transition or life crisis and need additional, short term, specific support services. These services shall be available to children with difficult behaviors who require one to one assistance and who may be at risk of psychiatric hospitalization or in need of preservation of placement. TBS is not a "stand alone" service, and is intended to supplement other specialty mental health services by addressing on to three behaviors that jeopardize the child's ability to remain in his or her current home. The contractor shall provide the client with skills to effectively manage the behaviors or symptoms that are the barriers to achieving residence at the lowest appropriate level. TBS shall be provided in the client's home and other environments where the client's behaviors occur.

Staffing

Contractor will provide qualified and trained staff who are proficient in providing TBS services. Contractor will provide the names of staff providing services and either proof of clearance for the following exclusion lists by the 5th of the month: OIG Exclusion Database, OIG Exclusion Database (waiver), California Medi-Cal Suspended and Ineligible provider list, Board of Behavioral Sciences (if applicable), National Provider Identifier Registry and the Social Security Death Master File or provide Name, Date of Birth, Social Security number and license number (if applicable) for all providers to allow the county to check the exclusion lists.

Contractor will provide proof of cleared background checks for the DOJ, CACI and FBI.

Contractor will have supervisors available to staff providing TBS during the time services are provided. The county will provide supervisory contact in case the contract supervisor has a need to discuss the case.

Referrals

Contractor will accept or deny referrals within 3 business days of receipt.

Referrals from the county will include: Client demographic information, Release of Information, Current assessment, Treatment plan with TBS interventions indicated, TBS referral form, Authorization for TBS services and Medi-Cal verification print out.

Contractor will make contact with the family within 3 days of acceptance of referral.

If the contractor is unable to meet the needs of the child/family in scope or duration the contractor will notify the county within 24 hours.

Services

Services will be provided as outlined in the client treatment plan. Contractor will communicate with the county if changes need to be made to the client treatment plan.

Services will be provided as needed 24/7 based on assessment or urgent request from the client/family.

Services may occur at any time however typically are provided 6am-8am, 3pm-9pm and on the weekends.

Invoicing

Contractor will submit monthly invoices by the 15th of the following month with all progress notes for services rendered. Information to be included: Date of Service, Time of service, duration of service, who was present at service, where service was provided and details of the service provided. All progress notes shall include progress on the identified behaviors and specific interventions utilized.

Progress notes shall be cosigned by a licensed supervisor, if the provider is not licensed.

Service Authorizations

Services without a HHSA authorized referral shall not be reimbursed. Services will be reauthorized every 30 days typically at the client's regularly scheduled ICC meeting.

Monthly reauthorization meetings shall include the following:

- Client progress toward behaviors targeted in the Plan of Care in measureable terms. The current frequency and duration of behaviors will be compared to the prior authorization period.
- Behavioral by the client as well as precipitating events that are rendering their current placement at risk will be identified and a specific intervention plan will be determined.
- Successful interventions in decreasing the client's target behaviors during the prior review period will be discussed. Types of interventions to be employed in the next authorization period will be overviewed.
- The strategies and effectiveness of involving the client's care provider during the previous authorization period will be discussed. Additional strategies for involving the client's care provider during the upcoming authorization period will be identified.
- Then plan for titration and discontinuance of TBS in the upcoming authorization period will be determined.
- The days and hours of services will be identified.
- The next reauthorization date will be established.

Provider appeals

The contractor may appeal a denied, terminated or modified request for services from HHSA.

The appeal shall be submitted to HHSA within 30 calendar days of the postmark of the notification of the denial, termination or modification. Send the appeal to:

Mariposa County Health and Human Services Agency

Attn: Quality Assurance

P.O. Box 99

Mariposa, CA 95338

Contractor agrees to prescribe 30 day supply of required medication to HHSA clients upon discharge from Contractor's facility.

Exhibit B
COST PROPOSAL

Total cost of this agreement is not to exceed \$50,000. Client services will be invoiced at a rate of \$2.20 per minute. Travel to the service location will be claimed at a rate of \$2.20 per minute.



MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services • (209) 91



RESOLUTION - ACTION REQUESTED 2021-7

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Agreement with JDT Consultants, Inc.

RECOMMENDATION AND JUSTIFICATION:

Approve First Amendment to Agreement with JDT Consultants, Inc., increasing the agreement amount by \$50,000 to a new amount not to exceed \$100,000; and authorize the Board of Supervisors Chair to sign the amendment.

Contractor shall provide Therapeutic Behavioral Services (TBS) to Mariposa County children/youth who are eligible for Medi-Cal, meet criteria for TBS services and are referred by Mariposa County Health and Human Services Agency (HHSA). TBS is an intensive, one to one, face to face, short term outpatient treatment intervention for individuals under the age of 21 with serious emotional disturbance (SED) who are experiencing a stressful life transition or life crisis and need additional, short term, specific support services. These services shall be available to children with difficult behaviors who require one to one assistance and who may be at risk of psychiatric hospitalization or in need of preservation of placement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The existing agreement with JDT Consultants, Inc. was approved on February 21, 2020 by County Administrative Officer.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Amendment is not approved, the Agency will be negatively impacted in providing vital services to this specific target population within Mariposa County.

FINANCIAL IMPACT:

These contract expenses are budgeted in the HHSA Health Services division budgets. These services are claimed to Medi-Cal and costs are offset by revenue received. There is no impact to the County General Fund.

ATTACHMENTS:

First Amendment - JDT Consultants Agreement 2021 (PDF)
JDT Consultants Agreement 2021 Wsignatures (PDF)

Resolution - Action Requested 2021-7

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

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

FIRST AMENDMENT TO AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES is made and entered into this 22nd day of February 2021, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as "**County**," and JDT Consultants, Inc., hereinafter referred to as "**Contractor**."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated February 21, 2020, wherein **Contractor** agreed to provide therapeutic behavioral services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to **Contractor**;

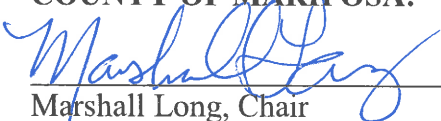
NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION", is hereby amended to provide that an additional \$50,000 will be added to the original amount of \$50,000, making the total compensation paid to **Contractor** the not to exceed amount of \$100,000.

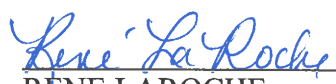
2. Except as herein amended, the Agreement dated February 21, 2020 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA:


Marshall Long, Chair
Mariposa County Board of Supervisors

ATTEST:


RENE LAROCHE
Clerk of the Board

CONTRACTOR:


(Signature)

APPROVED AS TO FORM:


STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19

Second Amendment -- Exhibit B**COST PROPOSAL**

Total cost of this agreement is not to exceed \$106,000. Client services will be invoiced at a rate of \$2.20 per minute. Travel to the service location will be claimed at a rate of \$2.20 per minute.

SECOND AMENDMENT TO AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES, is made and entered into this ____ day of _____ 20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “**County**,” and JDT Consultants, Inc., hereinafter referred to as “**Contractor**.”

WHEREAS, County and Contractor have heretofore entered into an Agreement dated February 21, 2020, wherein **Contractor** agreed to provide therapeutic behavioral services; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment dated January 5, 2021, wherein the compensation was increased from \$50,000 to \$100,000; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to **Contractor**;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 2, “COMPENSATION” and Exhibit B, “COST PROPOSAL” are hereby amended to provide that additional \$6,000 will be added to the amended amount of \$100,000, making the total compensation paid to Contractor the not to exceed amount of \$106,000.

Except as herein amended, the Agreement dated February 21, 2021, together with the First Amendment dated January 5, 2021, shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 2021. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2021, without there having been any interruption of the Agreement whatsoever.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

CONTRACTOR

Marshall Long, Chair
Board of Supervisors

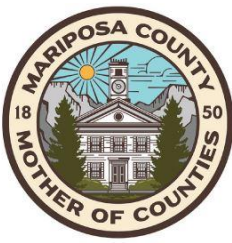
Jana Todd, CEO and President
JDT Consultants, Inc.

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

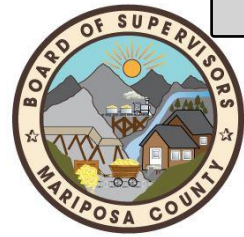
Rene LaRoche
Clerk of the Board

Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

HHS/Fiscal • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-556

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Budget Action for Revenue and Appropriations in the Housing Grants Fund 335 for FY2022

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency, Housing Grants Fund 335 Budget for Revenue to be Received Under the Subcontractor Agreement with the Amador Tuolumne Community Action Agency (ATCAA) (\$197,510).

This Budget Action establishes the FY2022 budget for the activities in Mariposa County related to Emergency Solutions Grant Corona Virus (ESG-CV) for homeless housing received by the four-county region. The Health and Human Services Agency (HHSA) will use the funding to provide expanded Outreach, Rapid Rehousing, and Emergency Shelter to serve individuals with high needs for care. Under the ESG-CV program, funds are provided through a one-time block grant that must be used to address immediate emergency needs of individuals experiencing homelessness and individuals at imminent risk of homelessness through a variety of services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Mariposa County Board of Supervisors approved the Subcontractor Agreement to perform emergency homeless housing activities by Resolution No. 2021-204 on April 20, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this budget action is not approved, the Health and Human Services Agency will be unable to fully serve county residents who need housing assistance. This would result in forfeiture of \$197,510 in FY21-22 funding available to Mariposa County residents.

FINANCIAL IMPACT:

This Budget Action establishes the FY2022 Fund 335 budget for the ESG-CV grant. There is no impact to the County General Fund.

ATTACHMENTS:

ESG-CV Fund 335 Budget Action FY2022 (PDF)

ATCAA - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (PDF)

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

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3335	402	48207	CSBG/CALA/MPSA MISC REV	(197,510)	
3335	402	51111	Regular salaries and wages	77,242	
3335	402	51201	FLSA ADJUST	12	
3335	402	51202	Monthly Longevity	1,031	
3335	402	51205	OUT OF CLASS	1,236	
3335	402	52301	Social Security	5,701	
3335	402	52302	Medicare	1,338	
3335	402	52201	Medical/Dental/Vision	28,161	
3335	402	52101	Retirement - Employer	11,282	
3335	402	52205	Life Insurance	55	
3335	402	52303	SDI	1,137	
3335	402	52206	Cash - Cafeteria Plan	48	
3335	402	60301	General Professional Services	29,150	
3335	402	60535	Client - Temporary Housing	41,117	
		ESG-CV Fund 335 Budget Action FY2022			
TRANSFER BETWEEN FUNDS					
				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.

DEPT HEAD SIGNATURE

DATE:

APPROVED BY RES NO.

CLERK

DATE _____

AUDITOR'S USE ONLY

BA#



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.10.b

RESOLUTION - ACTION REQUESTED 2021-204

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Subcontractor Agreement with the Amador Tuolumne Community Action Agency (ATCAA)

RECOMMENDATION AND JUSTIFICATION:

Approve a subcontractor agreement with the Amador Tuolumne Community Action Agency (ATCAA) to perform scope of work related to Emergency Solutions Grant (ESG); 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. For the ESG program, funds are provided through a one-time block grant that must be used to address immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness through a variety of services.

Funds related to the ESG program are administered by the California Department of Housing Development. ATCAA is a recognized Administrative Entity for ESG, and as a member county, Mariposa will participate in a subcontractor agreement in the amount of \$300,000. The Health and Human Services Agency will use funding in the following areas: \$150,000 for emergency shelter, \$50,000 for street outreach, and \$100,000 for rapid rehousing.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved an agreement with ATCAA for Homeless Emergency Aid Program (HEAP) on May 7, 2019 through Resolution No. 2019-235.

Board of Supervisors approved an agreement with ATCAA for California Emergency Solutions and Housing (CESH) program on November 17, 2020 through Resolution No. 2020-672.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Resolution - Action Requested 2021-204

If this Agreement is not approved, Mariposa County will not be able to participate in this program that would provide \$300,000 in immediate emergency housing assistance services for the county homeless population.

FINANCIAL IMPACT:

This agreement will provide revenue for the County to perform the proposed services. There is no impact to the County General Fund.

ATTACHMENTS:

ATCAA Subcontractor Agreement - ESG Rd 1 and 2 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

**Amador Tuolumne Community Action Agency
SUBCONTRACTOR AGREEMENT
Emergency Solutions Grant CV Round 1 and 2
Dept. of Housing and Community Development CA**

Agreement Number
ESG-CV 2021:

This Agreement is entered into between the Amador Tuolumne Community Action Agency (ATCAA), and the subcontractor named below:

County of Mariposa
The term of this agreement is: 1-1-2021 through 7/30/2022

The maximum amount of this Agreement is: \$300,000.00

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made as part of the Agreement:

Exhibit A:	Authority, Purpose and Scope of Work	Page 3
Exhibit B:	Budget Detail and Payment Provisions	Page 5
Exhibit C:	Scope of Work Detail	Page 9
Exhibit D:	ESG Program Terms and Conditions	Page 11
Exhibit E:	Special Conditions	Page 25
Exhibit F:	Subcontractors Request for Funding Template	Page 26

TOTAL NUMBER OF PAGES ATTACHED: 26 Pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Subcontractor's Name: County of Mariposa

Marshall Long 4-20-21
Marshall Long, Chair Date Signed
Board of Supervisors

Rene LaRoche
Attest: Rene LaRoche, Date Signed
Clerk of the Board

Steven W. Dahlem 4-20-21
APPROVED AS TO LEGAL FORM: Date Signed

Steven W. Dahlem
Mariposa County Counsel

Attachment: ATCAA - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2021-556 : Budget Action for Revenue and

AMADOR TUOLUMME COMMUNITY ACTION AGENCY

Joseph Bors
By (Authorized Signature)

3/30/2021
Date Signed

Joseph Bors, Executive Director
Printed Name and Title of Person Signing

10590 Hwy 88, Jackson, CA. 95642
Address

SUBCONTRACTOR AGREEMENT EXHIBIT A

Authority, Purpose and Scope of Work Emergency Solutions Grant – CV 2021

1. Authority and Purpose

Pursuant to provisions of 42 USC 11371-42 USC 11378, (Federal Statutes), 24 CFR Part 576, (Federal Regulations), 25 California Code of Regulations (CCR), Section 8400 et seq. (State Regulations) all as shall be amended from time to time. ATCAA receives state funds for ESG from the California Department of Housing Development. In accepting these ESG-CV 2021 funds, Sub-Contractor agrees to comply with the terms and conditions of this Agreement.

Subcontractor Agreement along with all its exhibits (“Agreement”) is entered into by Mariposa County Health and Human Services under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Subcontractor agrees to comply with the terms and conditions of the Agreement.

2. Scope of Work

- A. Subcontractor shall perform the Scope of Work (Work) required by 25 CCR Section 8403 and as described herein. Subcontractor shall be responsible for ensuring its Work set forth in Exhibit B, Paragraph 1, of this Agreement. All written materials or alterations to the Work submitted as addenda to the original Agreement are hereby incorporated as part of this Agreement. ATCAA reserves the right to require the Subcontractor to modify any or all parts of the Agreement in order to comply with ESG-CV requirements. ATCAA reserves the right to review and approve all Work to be performed by Subcontractor in relation to this Agreement. Any proposed revision to the Work must be submitted in writing, for review and approval by ATCAA, and may require contract amendment. Any approval shall not be presumed unless such approval is made by ATCAA in writing.
- B. Subcontractor shall perform the Work, only in the areas as identified, and in accordance to the approved ESG requirements by 25 CCR Section 8403. According to the Federal ESG requirements, Subcontractor’s service area is identified in this Agreement.

3. Contract Amount of Agreement

Grant Award Amount: \$300,000.00

4. Terms of Agreement and Deadlines

- A. This Agreement is effective upon approval by ATCAA, which is the date executed by all parties (such date, the “Effective Date”).
- B. This Agreement will expire on: 7/30/2022
- C. All Program funds shall be expended by: 7/30/2022
- D. All Final Funds Requests shall be submitted to ATCAA within 60 days after the expenditure deadline.
- E. Reimbursements will be made up until 9/30/2022.

5. Agency Contract Coordinator

The ATCAA’s Contract Coordinator for this Agreement is the ATCAA Housing Program, Central Sierra Continuum of Care, CA-526 or designee. Unless otherwise instructed, any notice, report or other communication requiring Subcontractor signature for this Agreement shall be mailed by first class mail to the ATCAA Housing Director at the following address:

Denise Cloward, ATCAA Housing Director
C/O Fiscal Department
Tuolumne, Amador, Calaveras, Mariposa Counties Continuum of Care
10590 Hwy 88
Jackson, CA. 95642
dcloward@atcaa.org

6. Subcontractor’s Contract Coordinator

The Subcontractor’s Contract Coordinator (“Authorized Representative”) for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail to the Subcontractor’s Contract Coordinator at the following address:

Subcontractor’s Authorized Representative Name:Title	Bruce Giudici Fiscal Officer
Address:	10590 Highway 88 Jackson CA 95642
Phone:	209-223-1485 X 258
Email:	bgiudici@atcaa.org

Subcontractor’s Initials_____

**SUBCONTRACTOR AGREEMENT
EXHIBIT B**

Budget Detail and Payment Provisions
Emergency Solutions Grant - CV 2021

1. Budget and Description of Work

ESG funds shall be used for the following activities, as described under the federal ESG regulations at 24 CFR Part 576, Subpart B and **24 CFR 576.102**—Program Components and Eligible Activities:

Emergency Shelter	(Round 1)	\$150,000.00
Street Outreach		\$50,000.00
Rapid-Rehousing		\$100,000.00

Total Grant Award Amount: \$300,000.00

Total Grant Award Amount:	\$300,000.00
Direct Program Costs	\$272,728.00
Indirect Costs (not to exceed 10%)	\$27,272.00

(See Exhibit C for additional budget information and Exhibit F for RFF)

(See Exhibit D for Detailed Scope of Work)

2. General Conditions Prior to Disbursement

General Requirements – All Subcontractors must submit the following forms prior to ESG-CV 2021 funds being released:

- A. Request for Funds Form (RFF)
- B. Two original copies of the signed Subcontractor Agreement and initialed Exhibits A through E, and
- C. Any other documents, certifications, or evidence requested by ATCAA as part of the ESG-CV 2021 regulations.

3. Method of Payment

Payments to Subcontractor shall be made on a reimbursement basis with the exception that a Subcontractor may request an operating advance of 25% of contract or thirty (30) days working capital, whichever is greater. A request for an operating advance must be received by ATCAA within sixty (60) days of the Effective Date of this Agreement. To receive payment for the Work performed, or to receive an operating advance, the Subcontractor must submit, on forms provided by ATCAA. The Subcontractor shall submit all RFFs to ATCAA as referenced in Exhibit A, section 5, or any other address of

which the Subcontractor has been notified in writing. ATCAA shall not authorize payments unless it determines that the Work has been performed in compliance with the terms of this Agreement. Subcontractor shall not receive an operating advance or be reimbursed for expenditures incurred prior to the Effective Date of this Agreement, unless otherwise approved by ATCAA. Reimbursements will not be made after this Agreement expires.

All quarterly requests for disbursement shall include a detailed expenditure report.

After the first request, ATCAA may rely on the Subcontractor's certification that expenditures claimed in a request for disbursement are eligible and necessary, provided that the Subcontractor also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the Subcontractor for three (3) years after ATCAA closed its ESG-CV grant. NOTE: Record retention is based on ATCAA's closing date; NOT three (3) years from this Agreement expiration. The retention requirement can extend beyond three (3) years after this Agreement expires. Therefore, the Subcontractor must contact ATCAA for specific record retention date for this Agreement.

Subcontractor shall not receive an advance or be reimbursed for expenditures incurred prior to the Effective Date of this Agreement until all requirements are met. Environmental review compliance shall include compliance with 24 C.R.F. Part 50. Subcontractor shall not be reimbursed for expenditures incurred after the expiration date of this Agreement, as set forth in Exhibit A, section 4.

4. **Budget Changes**

After the Effective Date of this Agreement, no changes shall be made to the program budget without prior written approval from ATCAA. Any changes to this Agreement must be made in writing and approved by both ATCAA and Subcontractor. The proposed change/s must be consistent with 25 CCR 8403 and also comply with the requirements in 25 CCR Sections 8408 and 8409.

Subcontractor agrees to notify ATCAA in writing of any line item changes to the budget needed for ATCAA to update the disbursement process. For line item changes representing more than twenty-five (25) percent of the overall project budget, a contract amendment is required.

5. **Ineligible Costs**

- A. ESG funds shall not be used for costs associated with activities in violation of any law or for any activities referenced as ineligible in 25 CCR 8408. ATCAA reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If Subcontractor uses ESG funds for the costs of ineligible activities,

- B. Subcontractor shall be required to reimburse these funds to ATCAA and shall be prohibited from applying to ATCAA for subsequent ESG funds until ATCAA is fully reimbursed.
- C. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to ATCAA. Expenditures for Work, not described in Exhibit A or Paragraph 1 above, shall be deemed authorized only if the performance of such Work is approved in writing by ATCAA prior to the commencement of such Work.
- D. ATCAA, at its sole reasonable discretion, shall make the final determination regarding the allowability of expenditures.

6. Indirect Costs

Subcontractor may seek reimbursement for indirect costs, but must:

- A. Comply with all OMB requirements and standards including 2 CRF 200.403, 200.415, and Part 200 Appendix 4;
- B. Certify that any reimbursement for indirect costs at the de minimis rate do not meet the definition of a major nonprofit organization as defined by OMB 2 CRF 200.414; and,
- C. Maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CRF 200.68 calculations, indirect cost limits and supporting documentation for actual direct cost of billing.

ESG funds awarded to Subcontractor shall be used for the eligible activities set forth in Exhibit B as permitted under the federal ESG regulations at 24 CRF Part 576.

1. The following additional limitations or requirements shall apply:

- A. A maximum of ten (10) percent of the funds provided under this Agreement may be used for Homeless Management Information System (HMIS) activities **N/A**
- B. ESG funds shall not be used for Renovation, Conversion, or Major Rehabilitation activities pursuant to 24 CRF 576.102. Minor repairs to and ESG-funded Emergency Shelter that do not qualify as Renovation, Conversion or Major Rehabilitation are an eligible use of ESG funds.
- C. For rapid rehousing and homelessness prevention activities, no subpopulation targeting will be permitted except if documentation of all the following is provided to ATCAA prior to the award of funds for these activities

- 1) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,
 - 2) Evidence that there is existing funding in the Continuum of Care Services Area for programs that address the needs of the excluded populations for these activities
- D. As set forth in the State of California Department of Housing Development 2019 Annual Action Plan to HUD:
- 1) Homelessness prevention activities are limited to ten (ten) percent of a funded project; and, N/A
 - 2) An emergency shelter or rapid rehousing project may also contain up to ten (10) percent in homeless prevention or street outreach activities. N/A

Subcontractor's Initials_____

SUBCONTRACTOR AGREEMENT
EXHIBIT C
Emergency Solutions Grant – CV 2021
Scope of Work Detail

ESG Scope of Work Detail for Subcontractor includes Work mentioned Exhibit A, Section 2 and Exhibit B, Section 1 – and additional Work requirements as required by the Central Sierra Continuum of Care (CSCoC) include:

- A. Utilize the CSCoC Coordinated Entry System to arrange, coordinate, monitor and deliver services related to meeting the housing needs of program participants;
- B. Provide housing relocation and stabilization services to participants in the PROGRAM Rapid Rehousing (RR);
- C. Participate fully in the CSCoC HMIS-CES to impute all data on clients served.
- D. Keep on going records and files that calculates rental housing assistance needs including monthly rent, security deposits, utility deposits, rent in arrears, and utilities in arrears;
- E. Execute a paper-based intake with each household, completing all forms and obtaining all required documentation of income and housing status outlined in the PROGRAM RR packet including habitability inspection and lead base paint inspections;
- F. Maintain a Lead Based Paint Certificate at all times;
- G. Document and confirm household's income and housing status, and the legitimacy of the landlord-tenant relationship through verification with the county assessor's parcel number;
- H. Describe in Case Progress Notes a path from current housing instability to permanent housing stability during the course of assistance (Housing Plan);
- I. Provide housing search ad placement to assist households in locating and securing appropriate-sized, habitable and affordable rental housing. Additional components may include finding permanent subsidy for participants;
- J. Coordinate with ATCAA housing staff to offer their \$mart Money classes for financial literacy, credit repair, tenant counseling, landlord-tenant mediation and legal referrals for court proceedings related to housing issues;
- K. Provide training to staff to collect data on all PROGRAM Rapid Re Housing, Emergency Shelter, Street Outreach participant household members as required for entry into the HMIS;

- L. Provide weekly or monthly progress reports on enrolled clients through the Coordinated Entry CES- Housing Determination Committee (Monday calls);
- M. Participate in PROGRAM RR/ESG Task Force meetings; and participate in sub committees regarding rental assistance programs through the CSCoC;
- N. By the 15th of each month, data for each household and all program participants shall be entered into the HMIS operated by ATCAA or comparable database

Subcontractor's Initials_____

SUBCONTRACTOR AGREEMENT
EXHIBIT D
Emergency Solutions Grant – CV 2021
ESG Program Terms and Conditions

It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

1. Sufficiency of Funds and Termination

- A. ATCAA may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Subcontractor. Cause shall consist of: violations of any terms or conditions of this Agreement, or any breach on contract as described in Paragraph 7; violation of any Federal or State Laws or Regulations; or withdrawal of ATCAA's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by ATCAA, any unexpended funds received by the Subcontractor shall be returned to ATCAA within thirty days of the Notice of Termination.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to ATCAA by the State of California Department of Housing Development and legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. Compliance with Agreement

The Subcontractor shall not enter into any Agreement, written or oral, without the prior determination by ATCAA of the Subcontractor's eligibility. The Agreement between ATCAA and Subcontractor shall require the Subcontractor to:

- A. Perform the Work in accordance with Federal, State and local housing and building codes, as applicable;
- B. In addition to the requirements of this Exhibit, all Subcontractors must comply with the provisions of the California Labor Code, as applicable;
- C. Comply with the applicable Equal Opportunity Requirements, described in this Exhibit, Section 11;
- D. Maintain at least a minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it;

- E. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by ATCAA, which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subcontractor in performing the Work or any part of it;

3. Reporting/Audits

The Subcontractor shall submit Quarterly reports, first quarterly report due April 25, 2021 and quarterly thereafter and an annual report to ATCAA on forms provided by ATCAA, by January 31, 2022 and July 30, 2022. If the Subcontractor fails to provide such documentation, ATCAA may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. The Subcontractor shall also submit a final report by 7/30/2022. All information and data entries on all programs must be entered by these dates to ensure Administrative Entity can upload projects into Sage as mandated by State. Quarterly expenditures must also be submitted on **Detailed Expenditure Report** Forms, and must match Request for Funds.

- A. The Quarterly reports and annual reports shall contain a detailed report containing the following:

- 1) Amount of award with activity(ies).
- 2) Contract expenditures.
- 3) Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
- 4) Number of instances of service
- 5) Increases in capacity for new and existing programs.
- 6) The number of unsheltered homeless persons becoming sheltered.
- 7) The number of homeless persons entering permanent housing.

Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Subcontractor chooses to include them.

- B. The Subcontractor will also be asked to comment on the following:

- 1) Progress made toward local homelessness goals.
- 2) The alignment between ESG-CV funding programs and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
- 3) Any other effects from ESG-CV funding that the CSCoC would like to share (optional)

- C. ATCAA reserves the right to perform or cause to be performed a financial audit. At ATCAA request, the Subcontractor shall provide, at its own expense, a financial audit

Prepared by a certified public accountant. ESG-CV administrative funds may be used to fund this expense.

- 1) If a financial audit is required by ATCAA, the audit shall be performed by an independent certified public accountant.
- 2) The Subcontractor shall notify ATCAA of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by ATCAA to the independent auditor's working papers.
- 3) The Subcontractor is responsible for the completion of audits and all costs of preparing audits.
- 4) If there are audit findings, the Subcontractor must submit a detailed response acceptable to ATCAA for each audit finding within 90 days from the date of the audit finding.

4. **Core Practices**

- A. All ESG-funded activities shall operate in a manner consistent with the requirements of 25 CCR 8409, including but not limited to use of homelessness coordinated entry system, housing first practices, and progressive engagement practices.
- B. Subcontractor shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.
- C. Subcontractor will establish and implement to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.
- D. The Subcontractor will develop and implement procedures to ensure the confidentiality of the records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of the shelter.
- E. If ESG funds are used for shelter operations or essential services related to the street outreach or emergency shelter, the Subcontractor will ensure they will provide services or shelter to homeless individuals and families are for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as they serve the same type of persons (e.g., families with children,

unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.

- F. The Subcontractor will ensure they will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision and other services essential for achieving independent living) and other federal, state, local and private assistance available for such individuals.
- G. To the maximum extents practical, the Subcontractor will involve through employment, volunteer services, or otherwise; homeless individuals and families in constructing, renovating, maintaining and operating facilities assisted under ESG program and in providing services for occupants of facilities assisted by ESG.

5. Shelter and Housing Standards

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 578-403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.

If rapid rehousing or homeless prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403 (c).

E-CV (Round 2) funding amounts provided under the CARES Act may be used to provide temporary emergency shelters (through leasing of existing property, temporary structures, or other means) to prevent, prepare for and respond to coronavirus, and that such temporary emergency shelters shall not be subject to the minimum periods of use as required by section 416(c)(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11357(c)(1)). Federal habitability and environmental review standards and requirements shall not apply to the use of such ESG-CV (Round 2) funding amounts for those temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to coronavirus.

6. Inspections

- A. ATCAA reserves the right to inspect any Work performed hereunder to ensure that the Work is being, and has been, performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- B. ATCAA and Subcontractor agree that all Work that is determined based on such inspections not to conform to the applicable requirements must be corrected and ATCAA will withhold payments to the Subcontractor until it is corrected.

7. Monitoring Grant Activities

- A. ATCAA shall monitor the activities selected and awarded to Subcontractor to ensure compliance with Federal and ESG requirements. An onsite monitoring visit of Subcontractor projects shall occur whenever determined necessary by ATCAA, but at least once during the grant period.
- B. ATCAA will monitor the performance of Subcontractor based on a risk assessment and according to the term of this Agreement.
- C. ATCAA will monitor the performance of Subcontractor based on the performance measures used by HUD and ESG or the CSCoC program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas, ATCAA will work collaboratively with the Subcontractor to develop performance improvement plans which will be incorporated into this Standard Agreement and other agreements required under 25 CCR Section 8403.
- D. If it is determined that Subcontractor falsified any certification, application, information, financial, or contract report, Subcontractor shall be required to reimburse the full amount of the ESG award to ATCAA, and may be prohibited from any further participation in the ESG program. ATCAA may also impose any other actions permitted under 24 CFR 576.501 (c).

8. Compliance with Federal and State Laws and Regulations

- A. Subcontractor shall comply with the policies, guidelines and requirements under 2 CFR, Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this part.
- B. Subcontractor agrees to comply with all federal laws and regulations applicable to the ESG Program and to the grant activity(ies), and with any other federal provisions as set forth in this Agreement. Subcontractor agrees to comply with all federal and state laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Subcontractor and the Work. This includes but is not limited to complying with all relevant sections of 2 CFR Part 200.

9. Procurement of Goods and Services

Prior to the drawdown of ESG funds for the Subcontractor's purchase of goods or services, Subcontractor shall comply with the Procurement Standards contained in 2 CFR 200. Subcontractor, when procuring goods with ESG funds, must provide ATCAA with evidence of compliance with these requirements, as applicable.

10. Procurement of Recovered Materials

Subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Equal Opportunity Requirements and Responsibilities

- A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- B. **Title VII of the Civil Right Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. **Civil Rights Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. **The Housing for Older Person Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is 55 years of age or older living

in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.

- G. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
- H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against “a qualified individual with a disability” in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodations, be afforded equal employment opportunity in all phases of employment.
- J. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- K. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- L. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found “probably cause” of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state and local governments under the Civic Rights Act of 1964.

- M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U. S., i.e., citizens and nationals of the U. S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).
- N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- O. **The Vietnam Era Veteran's Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- P. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

12. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance (Section 3)

The Subcontractor will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing 24 CFR, Part 135. The responsibilities of the Subcontractor are outlined in 24 CFR Part 135.32 as follows:

- A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Document actions taken to comply with the requirements of this part, the results of those actions taken and impediments, if any.

13. Affirmative Outreach

- A. Subcontractor must make known that the use of facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Subcontractor intends to use to make know the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age,

national origin, familial status, or disability, who may qualify for those facilities, assistance, and services, the Subcontractor must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

- B. Subcontractor must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title Vi and Executive Order 13166, applicants are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

14. Environmental Requirements

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). Subcontractor assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, Subcontractor shall comply with the environmental requirements of 24 CFR Part 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407 subdivision (d) and completion by the State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

The Subcontractor shall supply all available, relevant information necessary for ATCAA to perform for each property any environmental review as required under 24 CFR Part 50. The Subcontractor shall also carry out mitigating measures required by ATCAA or select an alternate eligible property.

15. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

16. Lead-Based Paint Hazards

The assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856). Activities performed with the assistance provided under this Agreement are subject to 24 CFR, Part 35.

17. Assurance of Compliance with the “Violence Against Women Reauthorization Act of 2013 (VAWA) (S,47 – 13th Congress (2013-2014)) (as amended or reauthorized) Title VI – Safe Home for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603.

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home, they can feel safe in.

VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking regardless of sex, gender identity or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD's public housing program and HUD's tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking.

During the performance of this Agreement, the Subcontractor assures that:

- A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.
- B. It will implement an 'emergency transfer plan', with allows the domestic violence survivors to move to another safe and available unit if they fear for their life and safety.
- C. It will provide "Protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.
- D. It will implement a 'Low-barrier certification process' where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

18. Liability Insurance

Unless otherwise approved in writing Subcontractor shall have a minimum in full force and effect during the terms of this Agreement liability insurance in an amount of not less than \$1,000,000 per occurrence with ATCAA names as an additional insured. Prior to draw down of funds, Subcontractor shall provide a valid certificate of insurance to ATCAA for review and approval.

19. Breach and Remedies

- A. The following shall each constitute a breach of this Agreement:
 - 1. Subcontractor's failure to comply with the terms or conditions of this Agreement.

2. Use of or permitting the use of, ESG funds provided under this Agreement for any ineligible activities.
 3. Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to ATCAA in law or equity for breach of this Agreement, ATCAA may:
1. Bar the Subcontractor from applying for future ESG funds;
 2. Revoke any other existing ESG award(s) to the Subcontractor;
 3. Require the return of any unexpected ESG funds disbursed under this Agreement;
 4. Require repayment of ESG funds disburse and expended under this Agreement;
 5. Require the immediate return to ATCAA of all funds derived from the use of ESG funds including, but not limited to, recapture funds and returned funds;
 6. 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 technical assistance in accordance with ESG requirements; and
 7. Seek such other remedies as may be available under this Agreement or any law.
- C. All remedies available to ATCAA are cumulative and not exclusive.
- D. ATCAA may give written notice to the Subcontractor to cure the breach or violation within a period of not less than 15 days.

20. Faith-Based Activities

Pursuant to Section 8406 (b) (2) of the State regulations, Subcontractor shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite. Subcontractor shall also comply with the requirements of 24 CFR Section 576.406 of the Federal Regulations.

21. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Subcontractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section (8355(a)(1).
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace;

2. Subcontractor's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance programs; and
4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

- C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
1. Will receive a copy of Subcontractor's drug-free policy statement, and
 2. Will agree to abide by terms of Subcontractor's condition of employment or subcontract.

22. Child Support Compliance Act

For any Contract in excess of \$100,000, the Subcontractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The Subcontractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Subcontractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

23. Interest of Members, Officers or Employees of Subcontractor, Members of Local Governing Body

Pursuant to 24 CFR 675.404, in addition to the conflict-of-interest requirements in OMB Circulars A-102 and A-110, no person:

- A. Who is an employee, agent, consultant, officer or elected or appointed official of the Subcontractor (or of any designated public agency); and
- B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,
- C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR §570.611 (d) and (e).

24. Anti-Lobbying Certification

The Subcontractor shall certify and disclose accordingly regarding anti-lobbying. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. In any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

25. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. Failure of ATCAA to enforce the provisions of this Agreement or required performance by the Subcontractor of these provisions, at any time, shall in no way be construed to be a waiver of such provisions, nor affect the validity of this Agreement, or the right of ATCAA to enforce these provisions.

26. Limitations

- A. If any provision of this Agreement, or any underlying obligation, is held invalid by court of competent jurisdiction, such invalidity, at the sole discretion of ATCAA, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. Subcontractor shall notify ATCAA immediately of any claim or action undertaking by or against it, which affects or may affect this Agreement of ATCAA and shall take such action with respect to the claim or action as is considered with the terms of this Agreement and the interests of ATCAA

27. Sanctions

ATCAA may impose sanctions, as well as any other remedies available to it under law, on the Subcontractor, for failure to abide by any State and Federal laws and regulations applicable to the ESG Program. Such sanctions include:

- A. Conditioning a future grant on compliance with specific laws or regulations;
 - B. Directing Subcontractor to stop incurring costs under the current grant;
 - C. Requiring that some or the entire grant amount is remitted to ATCAA;
 - D. Reducing or disencumbering some or all of the amount of funds Subcontractor would otherwise be entitled to receive;
 - E. Electing not to award future grant funds to Subcontractor, unless and until appropriate actions are taken by Subcontractor to ensure compliance; and/or,
 - F. Taking any other actions permitted pursuant to 24 CFR 576.501.
- 28. Duplication of Benefits** A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that each ESG-CV (Round 2) activity provides assistance only to the extent that the recipient's project's funding need(s) has not been met by another funding source. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds, if necessary. Applicants will be required to complete DOB documentation with application. Recipients will be required to continue to report on DOB during the expenditure period for the ESG-CV (Round 2) funds.

Subcontractor's Initials_____

Emergency Solutions Grant – CV 2021
Special Conditions
EXHIBIT E

These Special Conditions are specific to this Standard Agreement.

1. HMIS Project set up forms must be submitted to CA-526 HMIS Manager before delivery of any services.
2. Complete training with Administrative Entity on Detailed Expenditure Reports and HMIS reporting timelines required.

Subcontractor's Initials_____

SUBCONTRACTOR AGREEMENT EXHIBIT F

Amador Tuolumne Community Action Agency
ATCAA
10590 Highway 88, Jackson, CA 95642
209-223-1485

EMERGENCY SOLUTIONS GRANT CV 2021 Subcontractor Request for Funds Form (RFF)

Contract Number:	Contact Person:
Invoice Number:	Title:
Subcontractor:	E-Mail:
Expiration Date:	Phone Number:

This billing is for the period of _____ to _____.

BUDGET BREAKDOWN		REQUEST
Proposed	Approved	Draw Amount
EMERGENCY SHELTER		
Essential Services		
Shelter Operations		
Vouchers, Room Key		
Temp Vouchers		
HOMELESS PREVENTION		
Housing Relocation & Stabilization Services		
Financial Assistance		
Short/Medium Term Rental		
RAPID RE-HOUSING		
Housing Relocation & Stabilization Services		
Financial Assistance		
Short/Medium Term Rental		
STREET OUTREACH		
Essential Services		
HMIS		
Staffing, Hardware, Equipment & Software Costs, Training and Overhead		
ADMINISTRATIVE COSTS		
TOTAL		

CERTIFICATION

"By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HEAP Subcontractor Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

Name of Authorized Person :

Date:

Signature of Authorized Person:

Date:

ATCAA Use Only

ATCAA Authorizing Approval Signature:

Date:

Attachment: ATCAA - ESG Agreement Exp. 7.30.22 - Wsignatures Res #2021-204 (RES-2021-556 : Budget Action for Revenue and



MARIPOSA COUNTY

Planning · 209-966-5151



MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Appointments Creative Placemaking Strategy Advisory Committee

RECOMMENDATION AND JUSTIFICATION:

Appoint Abby Miller as a Voting Member Representing the Practicing Artists and Creator Category to the Creative Placemaking Strategy Advisory Committee (CPSAC) to fill an Unexpired Term Ending February 28, 2023.

Ms. Miller has expressed an interest to serve on this Committee.

At this time Ms. Miller is the only applicant.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

It is appropriate for the Board of Supervisors to appoint interested and qualified candidates to fill committee positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not appointing members who are willing to serve may result in a lack of expertise and guidance at CPSAC meetings.

.

FINANCIAL IMPACT:

None

ATTACHMENTS:

210910 Miller redacted app (PDF)

210714 Notice of Vacancy CPSAC 1 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



RECEIVED

SEP 10 2021

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:

Creative Placemaking Strategy Advisory Committee

Supervisory District in which you Reside:

Mariposa County

Length of Residency in the County:

5 months

First Name:

Abby

Last Name:

Miller

Mailing Address:

Email Address:

Are you Over 18 Years of Age:

Yes

Employment Status:

employed

Employer's Name:

Mariposa Heritage House

Employer's Address:

5200 Hwy 49 N Mariposa, CA 95338

Day Telephone Number:

Cell Phone Number:

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

I met with Cara Gager recently to learn more about the Mariposa Arts Council including opportunities for collaborative, community-oriented art projects. She encouraged me to apply to become a committee member.

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

I have not served on a board or committee before.

INSTRUCTIONS
 Completely fill out this form,
 sign and return to:

 Clerk of the Board
 5100 Bullion Street
 P.O. Box 784
 Mariposa, CA 95338
NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

I am a registered art therapist and an artist, I welcome opportunities to connect people to creative processes. I have worked in a variety of settings, including 8 years in a community arts and education center, a university art gallery, inpatient psychiatric care and outpatient programs. I have taught art to adults with a wide spectrum of needs and interests, and organized art exhibits. I currently work for Mariposa Heritage House and would welcome opportunities to include our guests in community projects.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain: No. As an employee of the Alliance, I hope that I could bring a spirit of collaboration to the committee (between organizations).

Resume Attached:

Yes

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

Usually available on Wednesdays and weekday evenings. I can attend Friday meetings at 1:00 also

Do you have transportation?

Yes

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

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated:

9-2-21

Signature:

Alley Miller

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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 CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE (CPSAC)

Qualified candidates should represent one or more of the following groups:

- Mariposa County Arts Council
- Mariposa Chamber of Commerce
- Yosemite-Mariposa County Tourism Bureau
- Mariposa County Economic Development Corporation
- American Indian Council of Mariposa County
- Yosemite National Park
- Sierra Foothills Conservancy
- Transportation Center Citizens Advisory Committee
- Local business owners
- Practicing artists and creators

The purpose and functions of the CPSAC shall be to:

- a. Help design and implement activities like workshops and open houses to involve the community in establishing Mariposa County's Creative Placemaking Strategy;
- b. Provide insight into the kinds of placemaking projects, programs, and policies that can help achieve the General Plan's vision;
- c. Coordinate with staff and consultants to inventory existing local placemaking resources, identify areas of opportunity, and provide other content to make the Creative Placemaking Strategy effective; and
- d. Provide periodic feedback to the Board of Supervisors regarding the success of the Creative Placemaking Strategy.

Membership terms are for 3 years, expiring the last day of February. This vacancy is to fill an unexpired term which ends February 28, 2023.

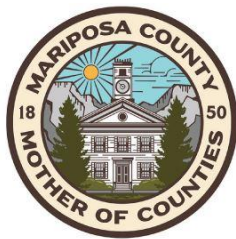
Meetings of this committee are generally held on the 3rd Friday of the month at 1:00 pm at Mariposa Government Center which is located at 5100 Bullion Street, Mariposa CA.

Persons interested in serving on the committee must submit an application to: **René LaRoche, Clerk of the Board, PO Box 784 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Offices Government Center 5100 Bullion Street; Mariposa, CA 95338 and on line at: <http://www.mariposacounty.org/DocumentCenter/View/39657>** For more Information visit the County Website or contact: Mikey Goralnik, Planning Technician, Mariposa County Planning Department Telephone: (209) 742-2222; email: mgoralnik@mariposacounty.org

Posting Locations:

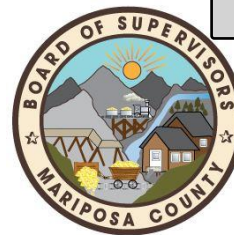
Mariposa County Clerk's Office
 Mariposa County Courthouse
 Mariposa County Planning Department
 Bootjack Store
 Cathays Valley Post Office
 Coulterville Post Office
 El Portal Post Office
 Fish Camp Post Office
 Mariposa County Library

Greeley Hill Community Club
 Hornitos Post Office
 Lake Don Pedro Market
 Midpines Post Office
 Wawona Post Office
 Woodland Gas, Food, & Liquor
 Yosemite Valley Post Office
 Yosemite West Community Board
www.mariposacounty.org/planning



MARIPOSA COUNTY

Public Works • 209-966-2498



D.12

RESOLUTION - ACTION REQUESTED 2021-557

MEETING: October 5, 2021

TO: The Board of Supervisors

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

RE: Approve Budget Action Transferring Funds from Roads to the Triangle Road STIP Project (\$250,000)

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Transferring Funds within the Public Works Department for the Triangle Road STIP Project (\$250,000).

State funding for this project is \$831,000. The contract with George Reed is for \$1,054,475. The County will make up the difference with a transfer from Roads Maintenance. This transfer will redirect funding from one or more SB1 projects listed in the FY21-22 project list. The redirection of SB1 funds to projects not listed in the original project list is an acceptable practice as final reporting is based upon actual projects where work was performed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

June 1, 2021: Resolution 2021-318 Board approved plans and Specification for Construction of the Triangle Road Rehabilitation Project; Authorizing the Public Works Director to Advertise, Award, and Sign the Agreement.

Over the past four years the Board has approved the use of SB1 funds to be used for projects such as STIP and for county share of 2017, 2018 and 2019 storms.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action would require scaling back the scope of the project to within state funded amount or terminating it.

FINANCIAL IMPACT:

The transfer does not affect the total amount in the General Fund

ATTACHMENTS:

Budget Action - FY21-22 XFR from Roads to STIP (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

BUDGET ACTION FORM

[illegible]

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:

DEPT HEAD SIGNATURE

APPROVED BY RES NO.

CLERK

DATE:

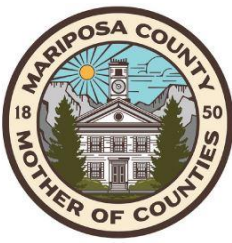
DATE _____

AUDITOR'S USE ONLY

BA#

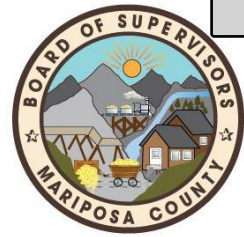
300 Roads

Budget Action Form Revised 11/95



MARIPOSA COUNTY

Public Works • 209-966-2498



D.13

RESOLUTION - ACTION REQUESTED 2021-558

MEETING: October 5, 2021

TO: The Board of Supervisors

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

RE: Approve Budget Action Allocating ACRGP Grant Funds to the Mariposa/Yosemite Airport (\$13,000)

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Increasing Revenue and Appropriations in the Public Works And Transportation Department Recognizing Unanticipated Grant Program Funding from the Airport Coronavirus Response Grant Program (ACRGP) (\$13,000).

The federal Aviation Administration (FAA) has awarded an ACRPG grant to the Mariposa/Yosemite Airport and can be used for: "Such purposes can include the reimbursement of an airport's operational and maintenance expenses..."

This budget action, if approved, will increase the airport's budgeted revenue and appropriations by \$13,000.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has supported past Departmental action to seek grants. Resolution 2021-319 was approved June 1, 2021 authorizing the Director, Public Works & Transportation to apply for a ACRPG grant.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action would result in a lost opportunity to increase the airport's operational budget.

FINANCIAL IMPACT:

This grant increases the overall county budget by \$13,000

ATTACHMENTS:

Budget Action - FY21-22 Airport ACRGP Grant (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

BUDGET ACTION FORM

[illegible]

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:

DEPT HEAD SIGNATURE

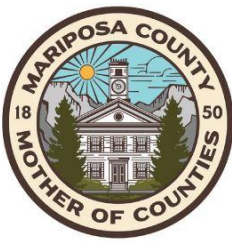
DATE: 9/20/21

APPROVED BY RES NO.

DATE _____

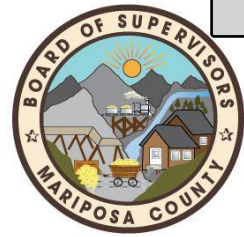
6610 Airport

AUDITOR'S USE ONLY



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



RESOLUTION - ACTION REQUESTED 2021-559

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve Contract for Services with Lexipol, LLC

RECOMMENDATION AND JUSTIFICATION:

Approve a Multi-Year Agreement for Use of Subscription Material with Lexipol for Agency Wide Policy Management and Training Platforms; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Lexipol is America's leading provider of policy management and training platforms for public safety organizations. Lexipol offers policy management solutions to more than 3,300 agencies in 35 states. Lexipol's content is continuously updated to address legislative changes and evolving best practices. Using accountability tools and integrated training, Lexipol provides a cost-effective way for agencies to enhance policy compliance and understanding, allowing leaders to focus more resources on serving their communities.

The attached agreement outlines the services Lexipol will provide to the Mariposa County Sheriff's Office. 3-Year Term of 7/1/2021 - 6/30/2024.

The 3-year subscription for Lexipol services for the Law Enforcement Manual is \$48,059.00. The 3-year subscription for the Corrections Manual is \$22,933.00. This includes policy (and policy support) and training modules for both the Sheriff's Office Operations Division and also the Sheriff's Office Custody/Administration Division.

There is no immediate impact to the General Fund for the initial implementation as all fees associated with this agreement will be paid through the Sheriff's Office's approved budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County has continually supported improvements to Agency Policy and Procedures.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not support the subscription material agreement with Lexipol and this could increase the risk of liability and potential costs of litigation.

FINANCIAL IMPACT:

An amount of \$70,992.00 for this 3-year Agreement has been identified and budgeted from the Sheriff's Office approved budget.

ATTACHMENTS:

Mariposa County SO 3 Year Renewal Agreement - Updated 13Sept2021 (PDF)

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

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Mariposa County Sheriff's Office
 Agency's Address: POB 276
 Mariposa, California 95338

Attention: Sheriff Jeremy Brieze

Lexipol's Address: 2611 Internet Boulevard, Suite 100
 Frisco, Texas 75034

Prepared By: Theresa Maza

Program Start Date: _____
 (to be completed by Lexipol upon receipt of signed Agreement)

This Subscription Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the County of Mariposa, a political subdivision of the State of California, on behalf of the Mariposa County Sheriff's Office ("Agency").

This Agreement consists of: (a) this **Cover Sheet**; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees); (c) **Exhibit B** (Terms and Conditions Specific to this Agreement); and (d) Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained in **Exhibit B**, the terms and conditions contained in **Exhibit B** shall control.

Each person signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Mariposa County Sheriff's Office

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

LE Manual and SPS Renewal
7/1/2021-6/30/2022

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 7/1/2021 End: 6/30/2022)	USD 14,179.00	USD 14,179.00
1	Annual Law Enforcement Supplemental Manual(s) (Start: 7/1/2021 End: 6/30/2022)	USD 1,370.00	USD 1,370.00
	Subscription Line Items Total		USD 15,549.00
			USD 15,549.00
LE Manual and SPS Renewal 7/1/2021-6/30/2022 TOTAL:			USD 15,549.00

LE Manual and SPS Renewal
7/1/2022-6/30/2023

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 7/1/2021 End: 6/30/2022)	USD 14,604.00	USD 14,604.00
1	Annual Law Enforcement Supplemental Manual(s) (Start: 7/1/2021 End: 6/30/2022)	USD 1,411.00	USD 1,411.00
	Subscription Line Items Total		USD 16,015.00
			USD 16,015.00
LE Manual and SPS Renewal 7/1/2022-6/30/2023 TOTAL:			USD 16,015.00

LE Manual and SPS Renewal
7/1/2023-6/30/2024

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 7/1/2021 End: 6/30/2022)	USD 15,042.00	USD 15,042.00
1	Annual Law Enforcement Supplemental Manual(s) (Start: 7/1/2021 End: 6/30/2022)	USD 1,453.00	USD 1,453.00
	Subscription Line Items Total		USD 16,495.00
			USD 16,495.00
LE Manual and SPS Renewal 7/1/2023-6/30/2024 TOTAL:			USD 16,495.00

Attachment: Mariposa County SO 3 Year Renewal Agreement - Updated 13Sept2021 (RES-2021-559 : Approve Contract for Services with

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Corrections Policy Manual & Daily Training Bulletins (Start: 7/1/2021 End: 6/30/2022)	USD 6,381.00	USD 6,381.00
1	Annual Corrections Supplemental Manual(s) (Start: 7/1/2021 End: 6/30/2022)	USD 1,039.00	USD 1,039.00
	Subscription Line Items Total		USD 7,420.00
			USD 7,420.00
CU Manual and SPS Renewal 7/1/2021-6/30/2022 TOTAL:			USD 7,420.00

CU Manual and SPS Renewal
7/1/2022-6/30/2023

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Corrections Policy Manual & Daily Training Bulletins (Start: 7/1/2021 End: 6/30/2022)	USD 6,572.00	USD 6,572.00
1	Annual Corrections Supplemental Manual(s) (Start: 7/1/2021 End: 6/30/2022)	USD 1,070.00	USD 1,070.00
	Subscription Line Items Total		USD 7,642.00
			USD 7,642.00
CU Manual and SPS Renewal 7/1/2022-6/30/2023 TOTAL:			USD 7,642.00

CU Manual and SPS Renewal
7/1/2023-6/30/2024

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Corrections Policy Manual & Daily Training Bulletins (Start: 7/1/2021 End: 6/30/2022)	USD 6,769.00	USD 6,769.00
1	Annual Corrections Supplemental Manual(s) (Start: 7/1/2021 End: 6/30/2022)	USD 1,102.00	USD 1,102.00
	Subscription Line Items Total		USD 7,871.00
			USD 7,871.00
CU Manual and SPS Renewal 7/1/2023-6/30/2024 TOTAL:			USD 7,871.00

*Law Enforcement pricing is based on 45 Law Enforcement Sworn Officers. Custody pricing is based on 46 Custody Beds.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Exhibit B

Terms and Conditions Specific to this Agreement

The following terms and conditions apply to all Subscription Services purchased by Agency. Capitalized terms used but not defined herein shall have the meaning set forth in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>. In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained herein, the Terms and Conditions contained in this Exhibit B shall control.

1. **Term.** "The term of this Agreement is from July 1, 2021 to and including June 30, 2024." Notwithstanding the foregoing, this Agreement remains subject to termination as provided in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.
2. **Subscription Fee/Invoicing.** Lexipol will invoice Agency for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. Agency will pay the invoiced amount to Lexipol within thirty (30) days of the invoice date. All invoices will be sent to Agency at the address for Agency specified on the first page of this Agreement to which these Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the invoice.
3. **Product-Specific Terms; Ownership; Right to Use.** This Section pertains to specific products and services offered by Lexipol and its affiliates. If Agency has selected a particular product or service referenced below, the applicable Section(s) and associated supplemental terms will apply. If Agency has not selected a particular product or service referenced below, the subsection referencing such product or service shall not apply.
 - 3.1 **Policy Subscriptions and Materials.** This Section applies when Agency has subscribed to or otherwise receives access to Lexipol's Policy Subscription Materials, as defined below.
 - i **Generally.** Agency acknowledges and agrees that all policy-based Subscription Services, including but not limited to all policy manuals, supplemental policy publications, daily training bulletins, and all other materials provided by Lexipol to Agency from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms, conditions and limitations in this Agreement, Lexipol hereby grants Agency the right to prepare derivative works of the Subscription Materials (each, a "Derivative Work," as defined in Section 1 of the General Terms and Conditions); provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove any copyright notice or other proprietary notice of Lexipol appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.
 - ii **Right to Use; Limitations on Use.** Subject to the terms, conditions, and limitations in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use the Subscription Materials and any Derivative Works in each case, solely for the Agency's internal purposes. Agency shall not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any information storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Lexipol's prior written consent. The foregoing does not prohibit Agency from providing Subscription Materials or Derivative Works pursuant to an order from a court or other

Exhibit B

governmental agency or other legal process, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit Agency from displaying the adopted/approved final policy document on a publicly accessible website for official agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 3.1(i) above.

- iii **Policy Adoption.** Agency hereby acknowledges and agrees that all policies and Daily Training Bulletins (DTBs) included in the Subscription Materials provided by Lexipol have been individually reviewed, customized, and adopted by Agency for use by Agency in accordance with this Agreement. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees, or representatives shall be considered “policy makers” in any legal or other sense, and that the chief executive of Agency will, for all purposes, be considered the “policy maker” with regard to each and every such policy and DTB.

3.2 Learning Management System. This Section applies when Agency subscribes to Lexipol’s Learning Management System (“LMS”). The LMS is a proprietary product of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency’s right to use the LMS is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data, defined as data owned by Agency prior to the Program Start Date of this Agreement or data not otherwise subject to the definition of “Derivative Work” in Lexipol’s General Terms and Conditions, is Agency’s property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. Agency’s purchase of LMS Subscription Services is also subject to the LMS Master Service Agreement located at: <https://www.lexipol.com/lms-master-service-agreement>.

3.3 Grant Services. This Section applies when Agency subscribes to Lexipol’s Grant Writing, Consulting, and/or GrantFinder services, offered by Praetorian Digital. If Agency selects Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Praetorian Digital in a timely manner. All Agency materials must be received 5 days prior to the grant application close date, and Agency is responsible for all submissions of final grant applications by grant deadlines. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol/Praetorian Digital reserves the right to suspend all Grant services until payment is received in full and may terminate Agency’s access to GrantFinder, if applicable. Invoices over thirty (30) days past due shall be charged a twenty-five dollar (\$25) late fee. Agency’s purchase of the Grant services is also subject to the GrantFinder Master Subscription Agreement located at <http://www.lexipol.com/GTGF-Master-ServiceAgreement>.

3.4 Cordico Wellness Applications. This Section applies when Agency subscribes to Lexipol’s Wellness Applications, offered by Cordico®, including but not limited to CordicoShield, CordicoFire, and all other Cordico products and services (collectively, the “Wellness Services”). The Wellness Services are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the Wellness Services (including, without limitation, all intellectual property rights), including all copies, updates, modifications, and versions thereof. Agency’s right to access and use the Wellness Services is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data collected through the Wellness Services remains Agency’s property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. In addition, upon termination of this Agreement for any reason, Agency shall lose access to all Wellness Services. Agency’s purchase of Wellness Services is also subject to Cordico’s Terms and Conditions located at <https://www.cordico.com/terms-and-conditions/> and the Terms and Conditions set forth within each Wellness Application.

Exhibit B

3.5 Generally; Injunctive Relief. Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, Wellness Services, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, Agency grants all rights and permissions in or relating to Agency Data as are necessary or useful to Lexipol to enforce this Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

4. **Warranty Disclaimer.** ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND LEXIPOL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LEXIPOL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
5. **Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol, its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Services or the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.
6. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol by Agency for the Purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.
7. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
8. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.
9. **Additional Terms and Conditions.** Except as set forth above, this Agreement remains subject to Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.



MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



E.1

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Proclamation - Indigenous Peoples' Day

RECOMMENDATION AND JUSTIFICATION:

Proclaim October 11, 2021 as "Indigenous Peoples' Day" (Sandra Chapman and Tara Fouch-Moore, Southern Sierra Miwuk Nation) Tribal Chair Sandra Chapman and Tribal Secretary Tara Fouch-Moore

BACKGROUND AND HISTORY:

The Board has approved Proclamations for other organizations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

ATTACHMENTS:

Indigenous Peoples' Day (PDF)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, Wayne Forsythe

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

The Mariposa County Board of Supervisors

proclaims

OCTOBER 11, 2021

as

“Indigenous Peoples’ Day”

WHEREAS, Indigenous Peoples’ Day was first proposed by a delegation of Native Nations in 1977 to the United Nations’ International Conference on Discrimination against Indigenous Populations, and was later endorsed by the United States on December 16, 2010; and

WHEREAS, that Declaration recognizes that “indigenous peoples have the right to the dignity and diversity of their cultures, traditions, histories, and aspirations, which shall be appropriately reflected in education and public information”; and

WHEREAS, the United States has had a continual Indigenous presence since time immemorial, and has a vast number of communities built upon the ancestral homelands of Indigenous nations who utilized and cared for these lands long before any European contact; and

WHEREAS, Indigenous peoples have contributed to our community and nation with their knowledge, labor, spirituality, science, philosophy, arts and the deep cultural contribution that substantially shaped the character of Mariposa; and

WHEREAS, we all share a responsibility to oppose the systematic racism that exists towards Indigenous peoples throughout the Nation that perpetuates high rates of poverty and income inequality while exacerbating disproportionate health, education, and social stability; and

WHEREAS, we can work together through policies and practices to promote the closing of those gaps in ways that reflect the experiences of Indigenous Peoples, ensure greater access and opportunity, and honor our Nation’s Indigenous history and contributions, while supporting the prosperity and well-being of the Indigenous People.

NOW, THEREFORE BE IT RESOLVED, the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby celebrates the contributions of all Indigenous Peoples to the culture of diversity, innovation, and resilience that marks California, by proclaiming October 11, 2021 as **“Indigenous Peoples’ Day”**; and

BE IT FURTHER RESOLVED through this action, that we recognize the ongoing struggles of Indigenous Peoples in our Nation and celebrate the thriving culture and value that Indigenous Peoples add to our county.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 5th Day of October, 2021 by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

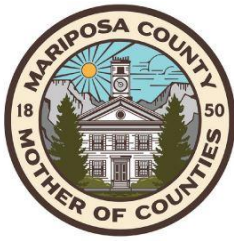
WAYNE FORSYTHE, District IV Supervisor

TOM SWEENEY, District II Supervisor

MILES MENETREY, District V Supervisor

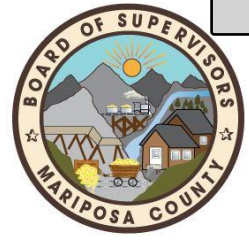
MARSHALL LONG, District III Supervisor

Attachment: Indigenous Peoples' Day (2021-89 : Proclamation - Indigenous Peoples' Day)



MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



E.2

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Proclamation - Domestic Violence Awareness Month

RECOMMENDATION AND JUSTIFICATION:

Proclaim October 2021 as "Domestic Violence Awareness Month" (Isamar Gonzalez, Mountain Crisis Services)

BACKGROUND AND HISTORY:

The Board has approved this and similar Proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

ATTACHMENTS:

Domestic Violence Awareness Month (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

The Mariposa County Board of Supervisors

proclaims

The Month of October 2021

as

“Domestic Violence Awareness Month”

WHEREAS, domestic violence is the willful intimidation, physical assault, battery, sexual assault, and/or other abusive behavior as part of a systematic pattern of power and control perpetrated by one intimate partner against another; and

WHEREAS, domestic violence is prevalent in every community, and affects all people regardless of age, socio-economic status, sexual orientation, gender, race, religion, or nationality; and

WHEREAS intimate partner violence accounts for 15% of all violent crime. 1 in 4 women and 1 in 9 men experience severe intimate partner physical violence; and

WHEREAS, in the State of California, domestic violence against women is 34.90% and against men is 31.10%. Percentages show us that men and women are both affected by this heinous crime; and

WHEREAS, Mariposa County is not sheltered from the impacts of domestic violence, Mountain Crisis Services has provided crisis response, counseling services, and legal advocacy for 120 survivors; and

WHEREAS, Mountain Crisis Services has assisted 22 survivors and their children with emergency shelter services accounting to 1370 bed nights within the past year; and

WHEREAS, on average, it takes a domestic violence victim to leave their abusive Relationship. Decisions to go back are based on things such as fear, intimidation, trauma bonding, and more; and

WHEREAS domestic violence prevention programs seek to address the risk of domestic violence before violence or abuse occurs, and intervene while behaviors can still be changed; and

WHEREAS Mountain Crisis Services works to prevent domestic violence through programs such as Ethos Youth Center, which is aimed at promoting healthy teen relationships, and has chosen to place the focus on prevention programs during Domestic Violence Awareness Month.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County proclaims the month of October 2021 as “Domestic Violence Awareness Month” in Mariposa County and proclaims October 21st as “Purple Day” in order to support and recognize domestic violence survivors and awareness efforts throughout the County.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 5th day of October 2021, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Wayne Forsythe, District IV Supervisor

Tom Sweeney, District II Supervisor

Miles Menetrey, District V Supervisor

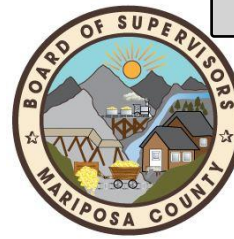
Marshall Long, District III Supervisor

Attachment: Domestic Violence Awareness Month (2021-90 : Proclamation - Domestic Violence Awareness Month)



MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000



MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Proclaim the Month of October 2021 as Breast Cancer Awareness Month

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of October 2021 as "Breast Cancer Awareness Month" and October 15th as "Mammography Day".

This proclamation will bring attention to breast cancer awareness. Increasing the awareness of the impacts of both breast cancer and of early detection and intervention may lead to increased screening/mammography and decrease the burden of disease in the community.

In order to decrease the burden of breast cancer in Mariposa County, John C. Fremont Health Care District is hosting a virtual Breast Cancer lunch and learn event with Dr. Pardeep Athwal, Chief Radiologist at John C. Fremont Hospital on October 8, 2021, at 12 noon.

In addition, to increase awareness, John C. Fremont Health Care District will be supporting a Pink Pumpkin Painting contest that will commence on October 1st and ends October 31st. This event is open to the entire community with local prizes to win.

Local businesses will contribute support by participating in "Paint the Town Pink" by decorating their store and/or providing a food or beverage that is pink.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously recognized this month as "Breast Cancer Awareness Month" via proclamation and in 2017 for the first time, the Board recognized "Mammography Day".

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Choose not to pass the proclamation and not recognize the impacts of breast cancer.

ATTACHMENTS:

October 2021 Breast Cancer Awareness Month (PDF)

Agenda Item - No Resolution Requested 2021-91

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

The Mariposa County Board of Supervisors
proclaims

**THE MONTH OF OCTOBER and
OCTOBER 15th, 2021**

as

**“Breast Cancer Awareness Month” and
“Mammography Day”**

WHEREAS, October is National Breast Cancer Awareness Month; and

WHEREAS, October 15th is National Mammography Day; and

WHEREAS, breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and

WHEREAS, approximately 14 women each year in Mariposa County are diagnosed with breast cancer, one third of these women are not diagnosed until they are at an advanced stage of the disease, and the majority of these women are between the ages of 50 and 74; and

WHEREAS, mammography, an x-ray of the breasts, is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment is believed to have significantly reduced the number of deaths caused by breast cancer; and

WHEREAS, John C. Fremont Healthcare District will be hosting a Breast Cancer Lunch and Learn event on October 8th, 2021 starting at noon.

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, do hereby proclaim October, 2021 as **“BREAST CANCER AWARENESS MONTH”** and October 15th as **“MAMMOGRAPHY DAY”** in Mariposa County.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 5th Day of October, 2021 by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

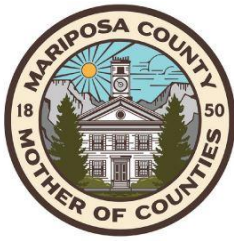
WAYNE FORSYTHE, District IV Supervisor

TOM SWEENEY, District II Supervisor

MILES MENETREY, District V Supervisor

MARSHALL LONG, District III Supervisor





MARIPOSA COUNTY

Public Works • 209-966-2498



I.1

MEETING: October 5, 2021

TO: The Board of Supervisors

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

RE: Receive Presentation from Walker Consultants on the Final Draft Short Range Transit Plan

RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation from Walker Consultants on the Final Draft Short Range Transit Plan (SRTP).

This presentation will be an opportunity for the Local Transportation Commission (LTC) to ask questions of Walker Consultants or make comments of the Draft for inclusion in the Final Short Range Transit Plan (SRTP).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On February 23, 2021 LTC #2021-7 the Local Transportation Commission authorized the Executive Director to enter into a Professional Services Agreement with Walker Consultants to perform the Short Range Transit Plan update in accordance with Federal Requirements

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, there will be a delay in the submittal of the Final Short Range Transit Plan.

ATTACHMENTS:

Mariposa County Transit SRTP Final Report - 09.21.2021 Presentation (PDF)
Mariposa County SRTP Final Draft Report 2021.09.08 (PDF)

RESULT: INFORMATION RECEIVED



MARIPOSA COUNTY
C A L I F O R N I A



WALKER
CONSULTANT

I.1.a

Mariposa County Transit Short Range Transit Plan

Board of Supervisors Presentation 09.21.2021

Attachment: Mariposa County Transit SRTP Final Report - 09.21.2021 Presentation (12027)

Contents

1. Market Analysis
2. Existing Transit Services
3. Stakeholder Outreach
4. Capital and Financial Plan
5. Service Recommendations

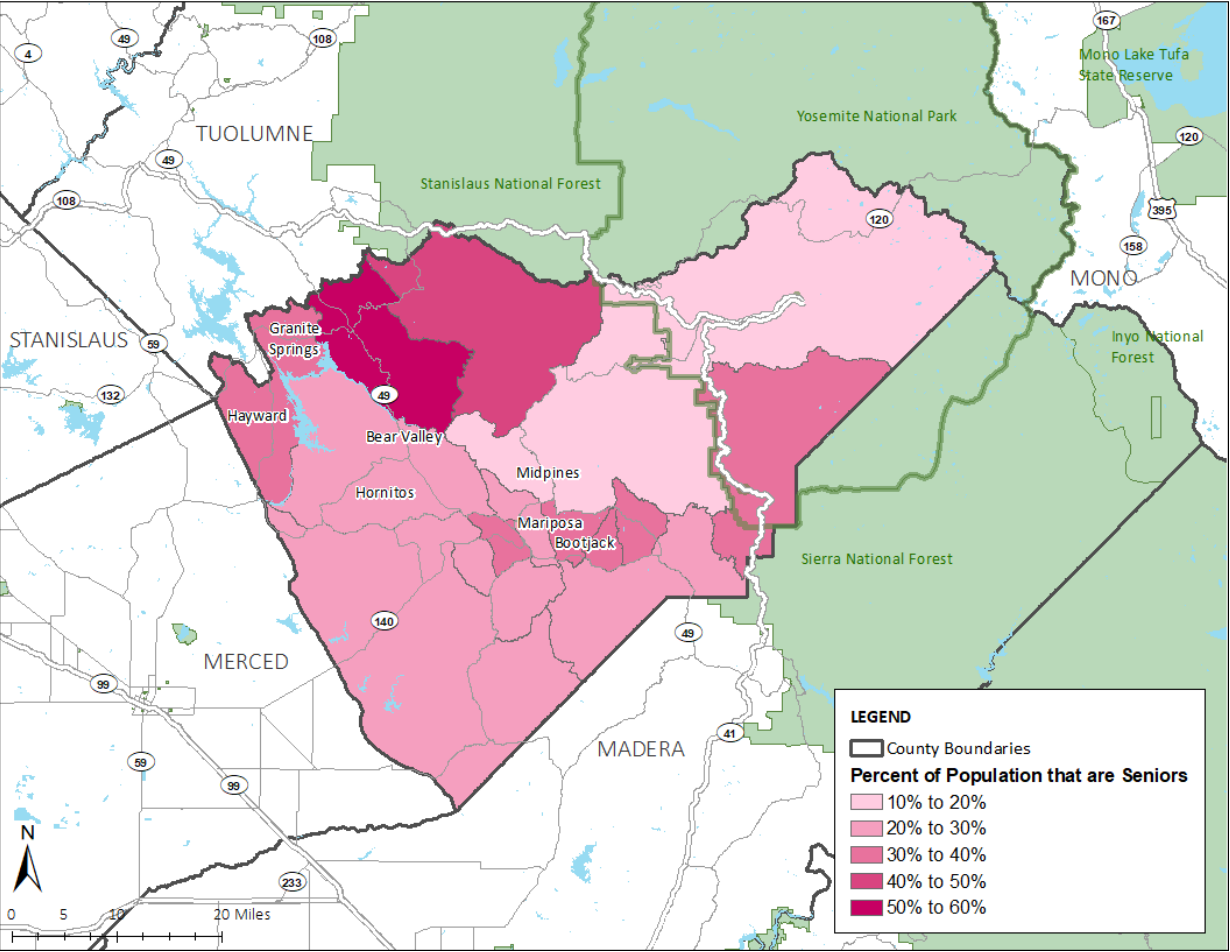


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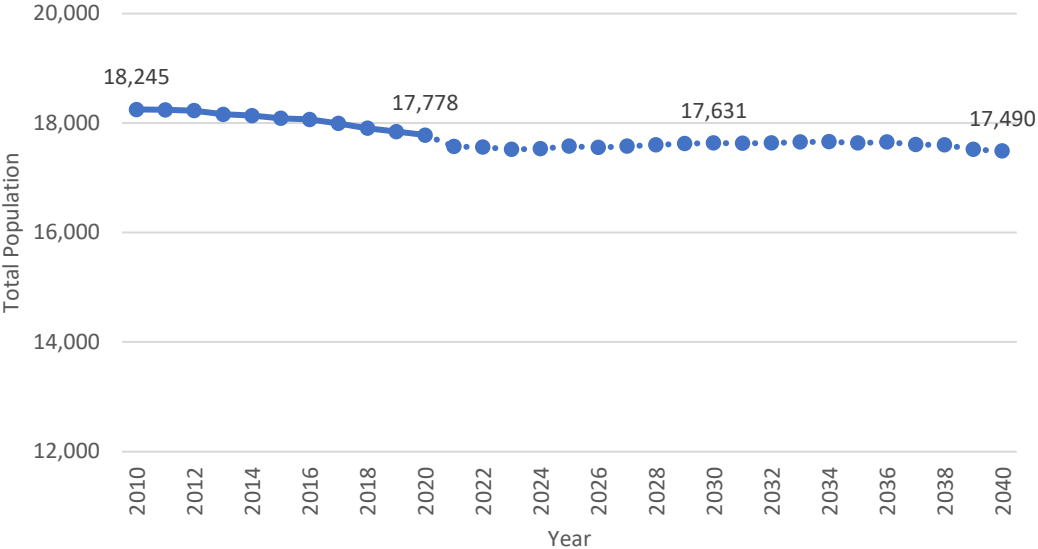
Attachment: Mariposa County Transit SRTP Final Report - 09.21.2021 Presentation (12027

Market Analysis

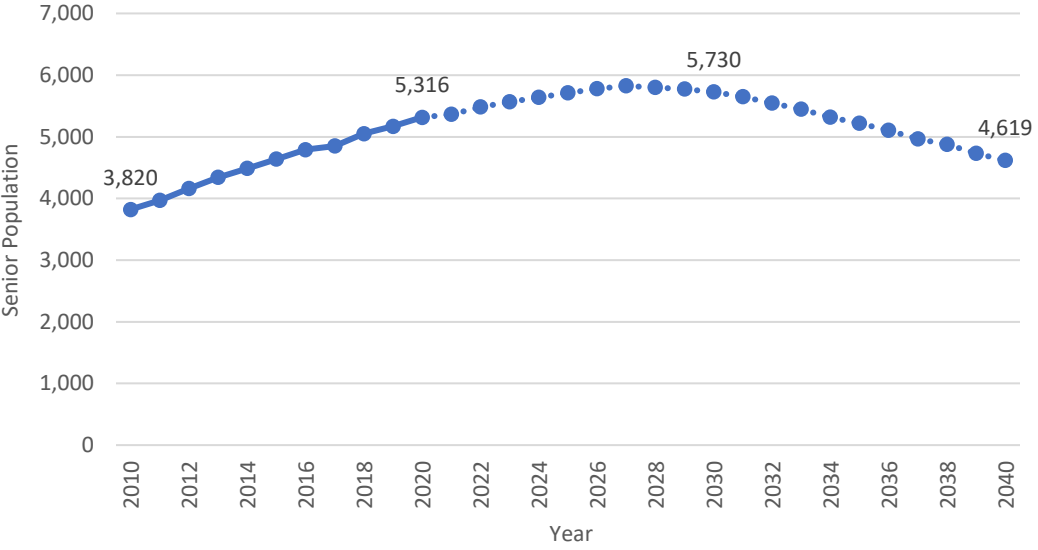
% of Senior Population by U.S. Census Block Group



Population Growth

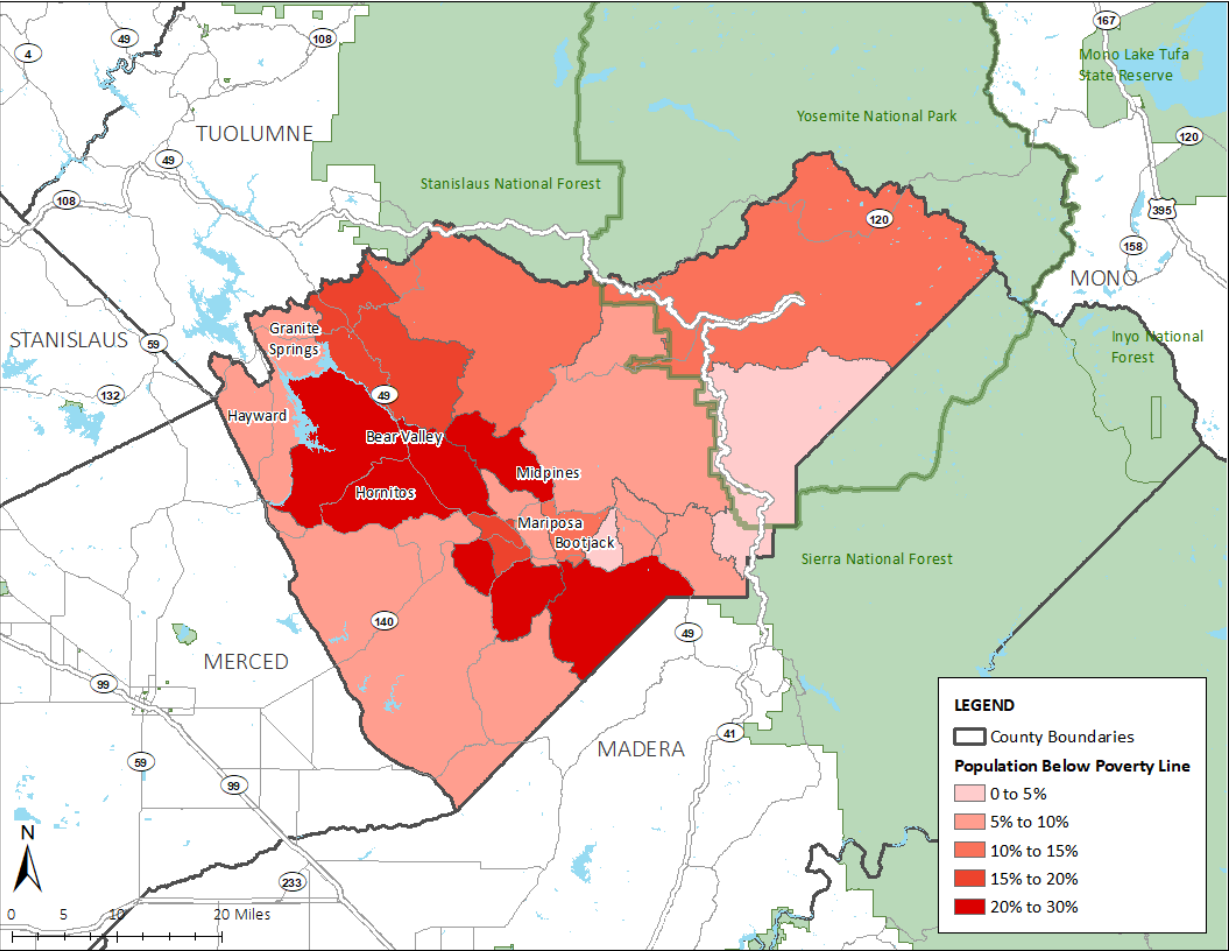


Senior Population Growth

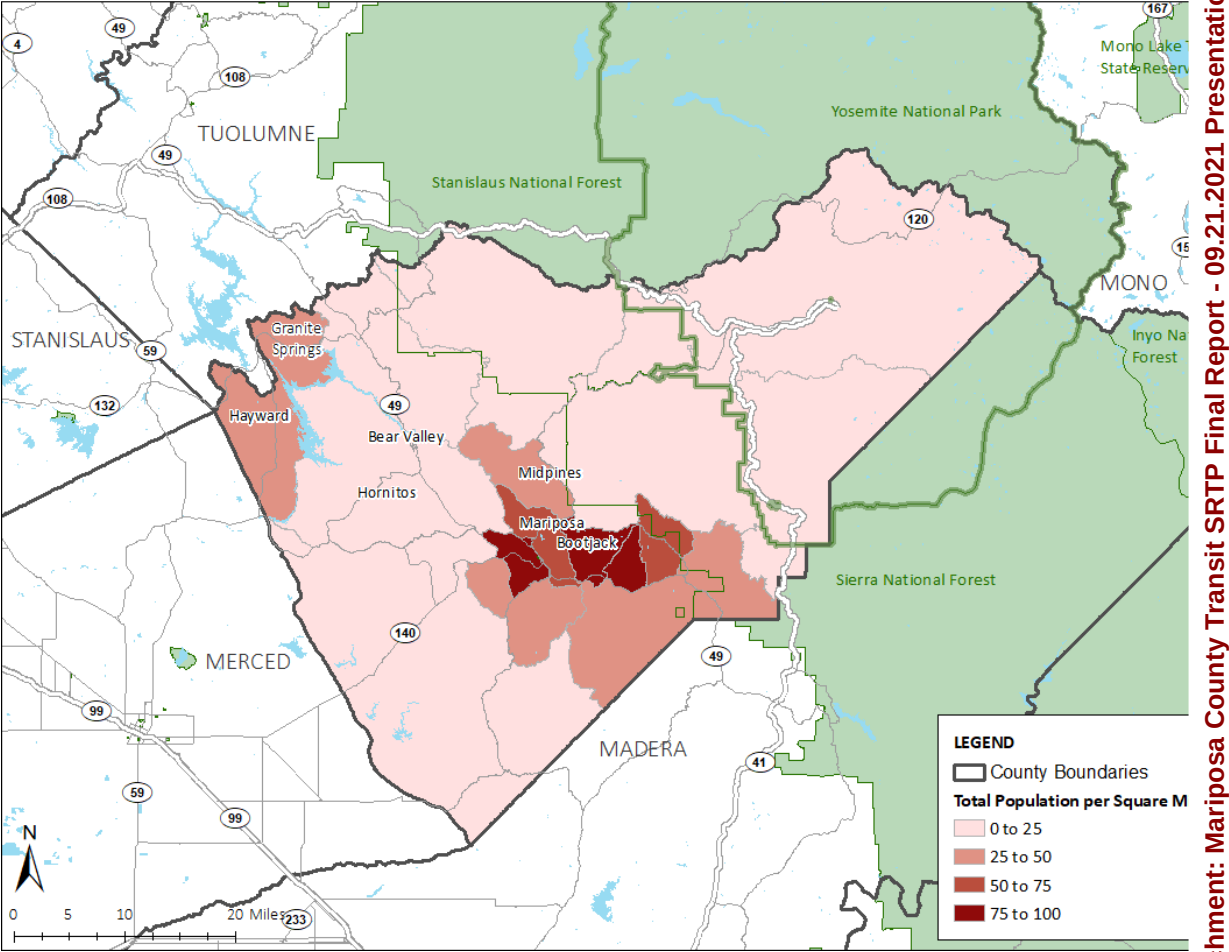


Market Analysis

% of Population Below the Poverty Line by U.S. Census Block Group



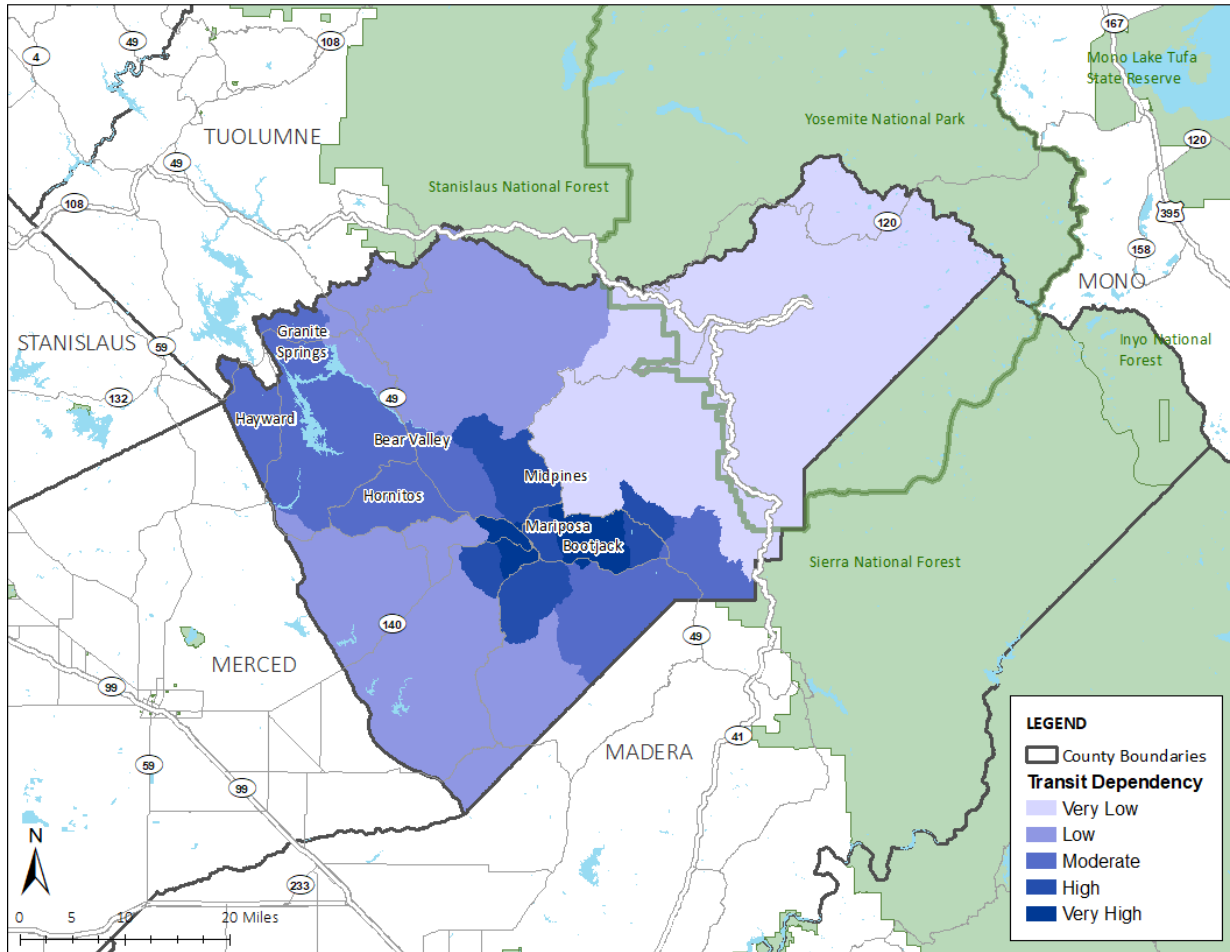
Population Density (persons/sq. mile) by U.S. Census Block Group



Market Analysis

I.1.a

Composite Index of Senior Population, Poverty, Disability and Density

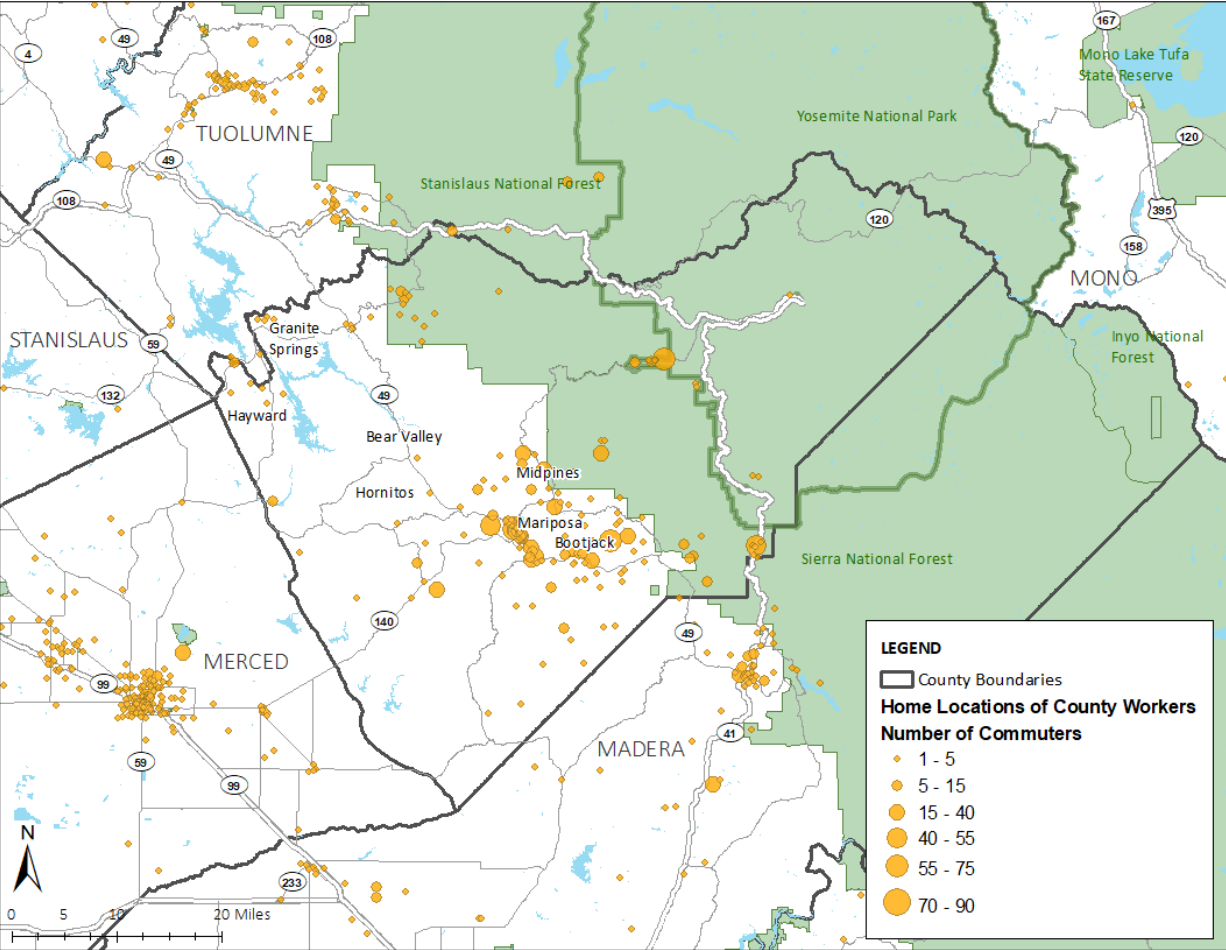


Highlights

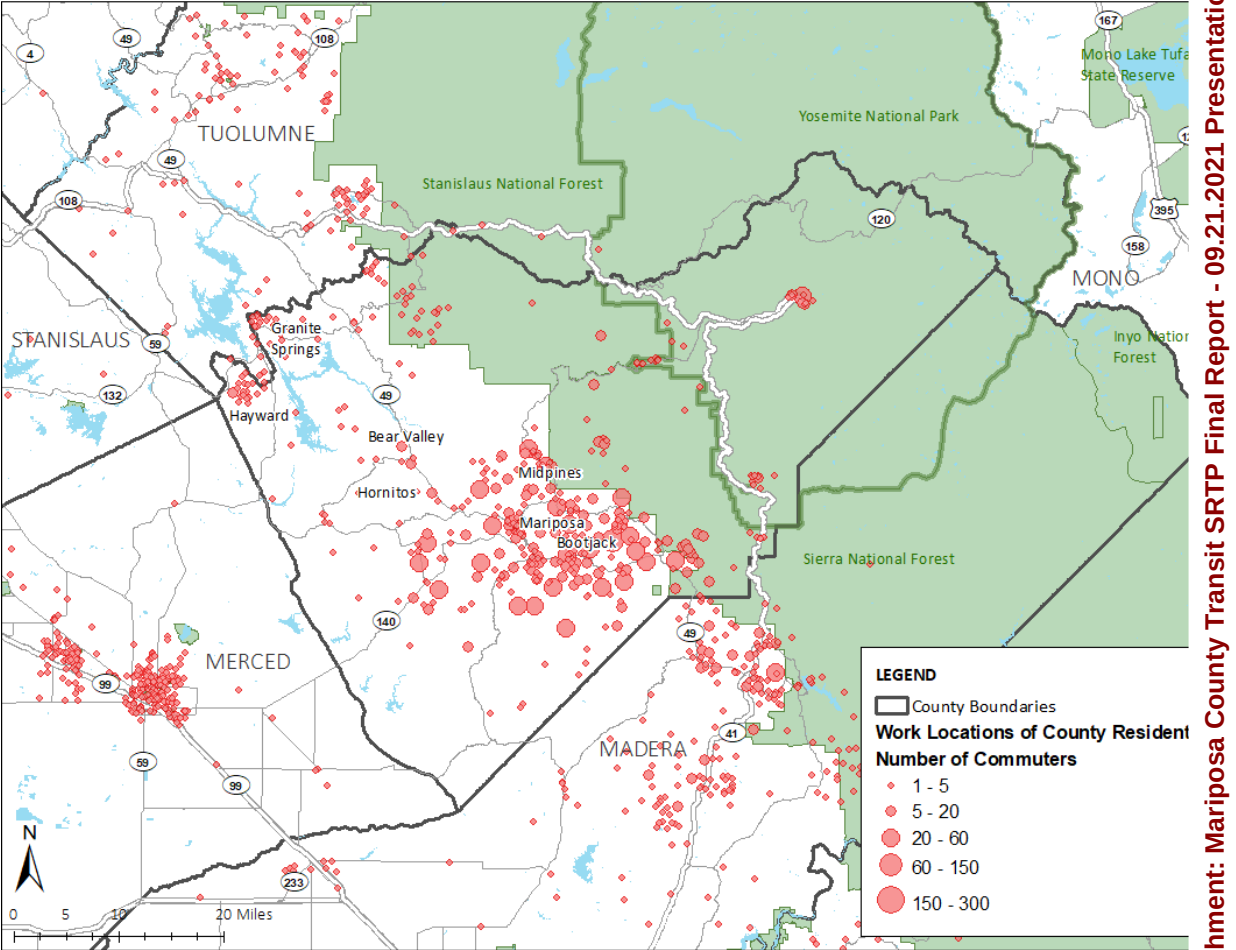
- County population has been declining but concentrating more seniors, persons with disabilities, and people living at or below the poverty line.
- Most population in the County primarily lives within, or within proximity to, Mariposa and Bootjack CDPs.
- Route 49 and Route 140 appear as primary markets for transit service in the County, due to their proximity to many residents and workers.
- Concentrations of those experiencing poverty are in areas of high population density, but also in rural areas away from the Mariposa, Bootjack and Coulterville CDPs.
- Transit dependency highest in the central region of the County, along Highway 49, especially around Mariposa, Bootjack, Cathey's Valley and Midpines.

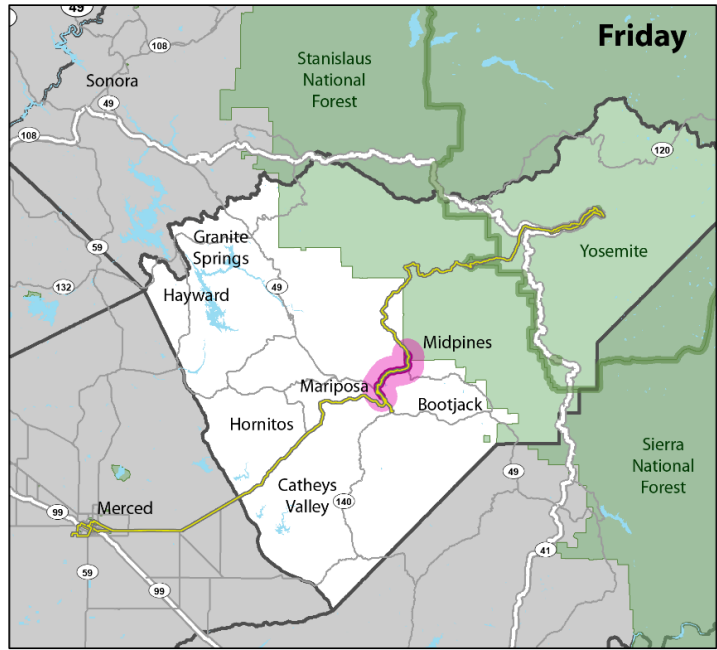
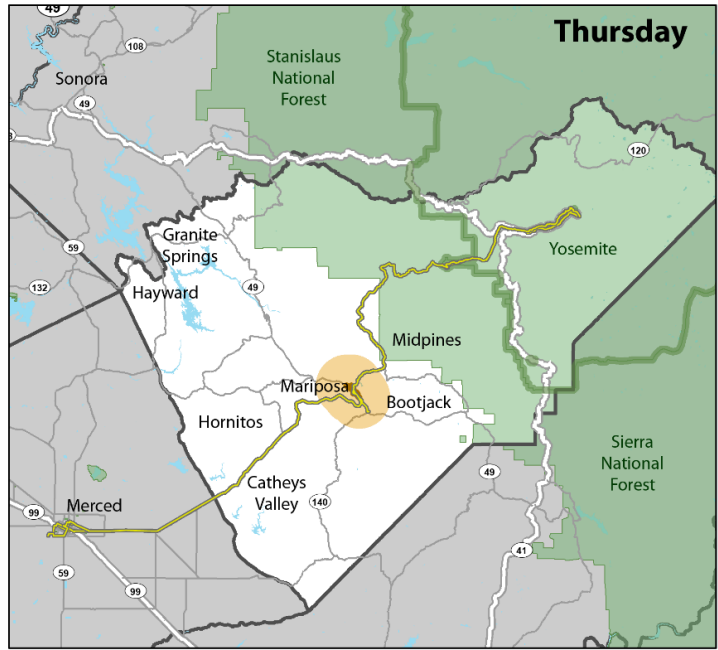
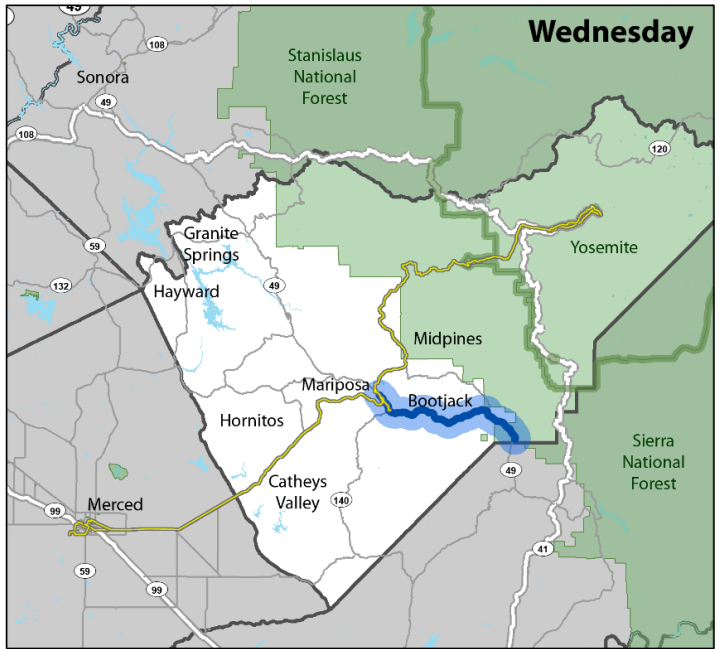
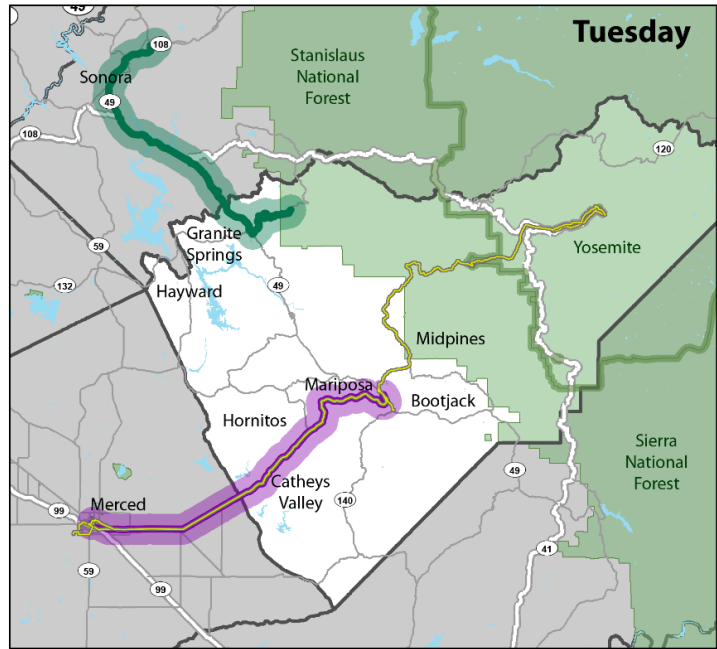
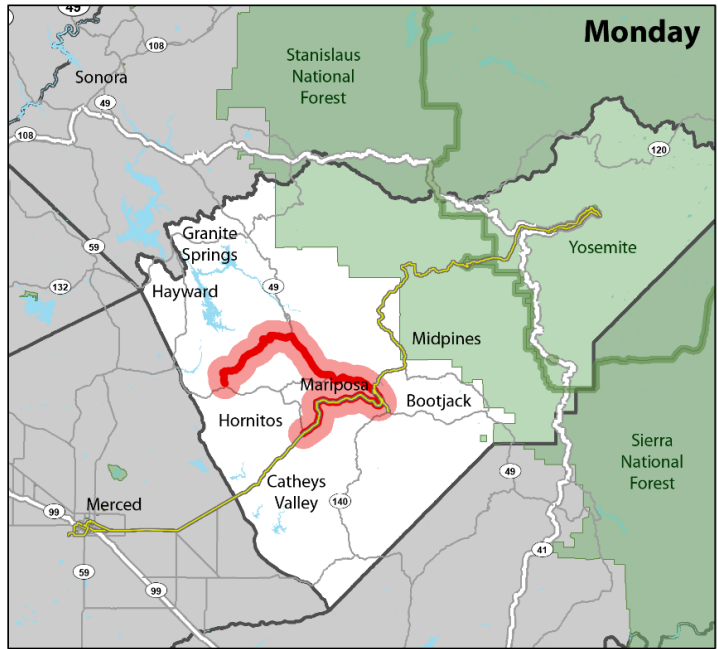
Market Analysis

HOME Locations of workers that WORK in the County



WORK Locations of workers that LIVE in the County





Mari-Go Transit Service

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Legend

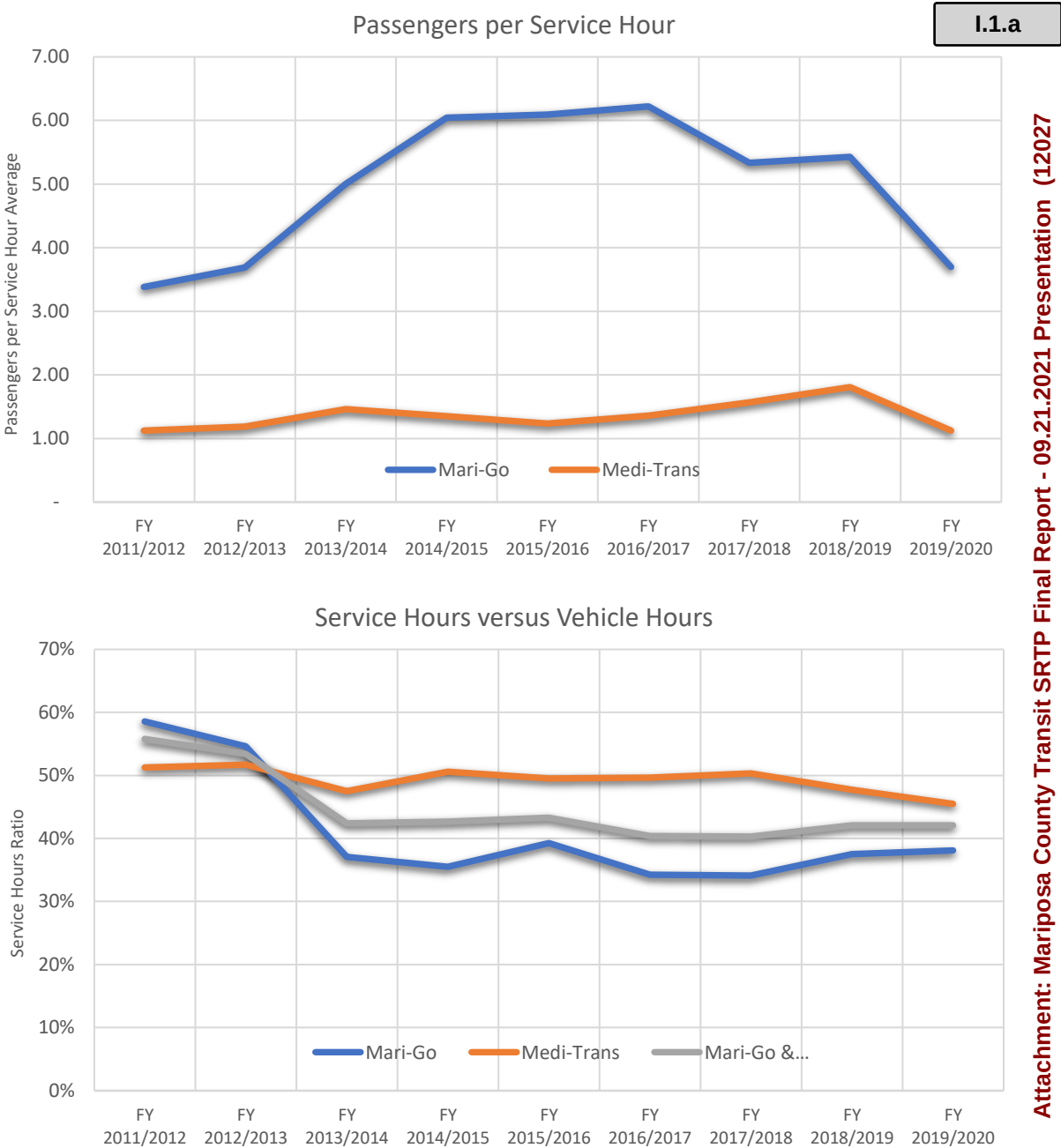
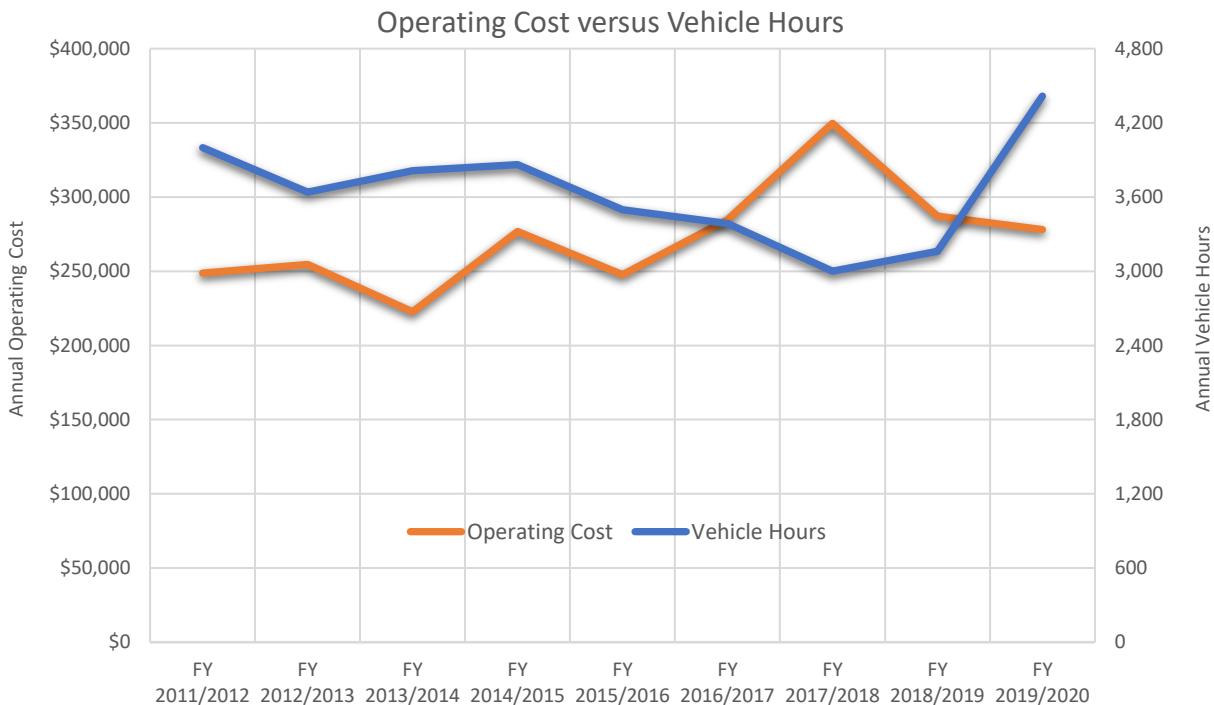
Mari-Go Service Areas

-  Hornitos/Cathey's Valley
-  Merced
-  Coulterville/Greeley Hill, Sonora
-  49 South
-  Mariposa Local
-  Midpines

YARTS: Yosemite Area Regional Transportation System

-  HWY 140 Route

Existing Transit Service



Stakeholder Outreach

1. Drivers & Dispatcher Interviews

- Scheduling and tracking of service trips and passengers is done on paper and spreadsheets.
- Vehicle maintenance issues and adequacy to serve rural areas of the County.
- Medi-Trans is a popular service for out of County NEMT. Very long trips.

2. Stakeholder Interviews

- Lack of housing for all residents, and growing housing affordability issue.
- Lack of public transportation options in the community.

3. Project Advisory Committee

- Rebranding of service and operation of a fixed-route service in Mariposa.
- Extend service hours to evenings and weekends.
- Better marketing and promotion of services.

4. On-Board Passenger Survey

- Most respondents would like to see early morning service, Saturday service and more frequent service.
- They would also like to get service to Oakhurst.

Revenues & Expenses for 2021-2025

	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026
Operating Revenues						
LTF to Mariposa County Transit	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
LTF to YARTS	\$191,000	\$191,000	\$191,000	\$191,000	\$191,000	\$191,000
STA	\$95,703	\$95,703	\$95,703	\$95,703	\$95,703	\$95,703
FTA Section 5311	\$110,488	\$112,635	\$114,824	\$117,055	\$119,329	\$121,648
AAA	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000
Passenger Fares	\$75,584	\$79,363	\$83,332	\$87,498	\$91,873	\$96,467
Total – Operating Revenues	\$523,775	\$529,701	\$535,858	\$542,256	\$548,905	\$555,817
Operating Costs						
Dial-a-Ride and Medi-Trans	\$304,643	\$311,746	\$318,850	\$325,953	\$333,057	\$340,160
YARTS Funding Contribution	\$191,000	\$191,000	\$191,000	\$191,000	\$191,000	\$191,000
Total – Operating Costs	\$495,643	\$502,746	\$509,850	\$516,953	\$524,057	\$531,160
Projected Surplus	\$28,132	\$26,955	\$26,008	\$25,302	\$24,848	\$24,657

Performance Goals for 2021-2025

	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026
Service Hours, Vehicle Hours and Trips						
Service Hours	1,440	1,512	1,584	1,656	1,728	1,800
Vehicle Hours	3,600	3,600	3,600	3,600	3,600	3,600
Passenger Trips	5,399	5,669	5,952	6,250	6,562	6,890
Performance Indicators						
Cost per Passenger Trip	\$56.4	\$55.0	\$53.6	\$52.2	\$50.8	\$49.4
Cost per Service Hour	\$211.6	\$206.2	\$201.3	\$196.8	\$192.7	\$189.0
Cost per Vehicle Hour	\$84.62	\$86.60	\$88.57	\$90.54	\$92.52	\$94.49
Passengers per Service Hour	3.75	3.75	3.76	3.77	3.80	3.83
Fare Recovery Ratio	24.8%	25.5%	26.1%	26.8%	27.6%	28.4%
Subsidy per Passenger Trip	\$42.4	\$41.0	\$39.6	\$38.2	\$36.8	\$35.4
Fare per Passenger Trip	\$14.0	\$14.0	\$14.0	\$14.0	\$14.0	\$14.0
Service Efficiency Ratio	40%	42%	44%	46%	48%	50%

Capital Expenses & Revenues for 2021-2025

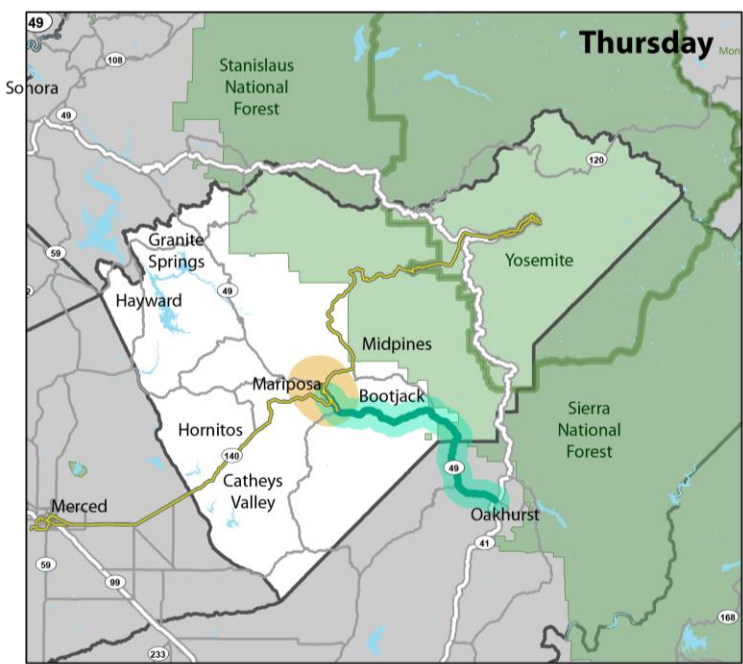
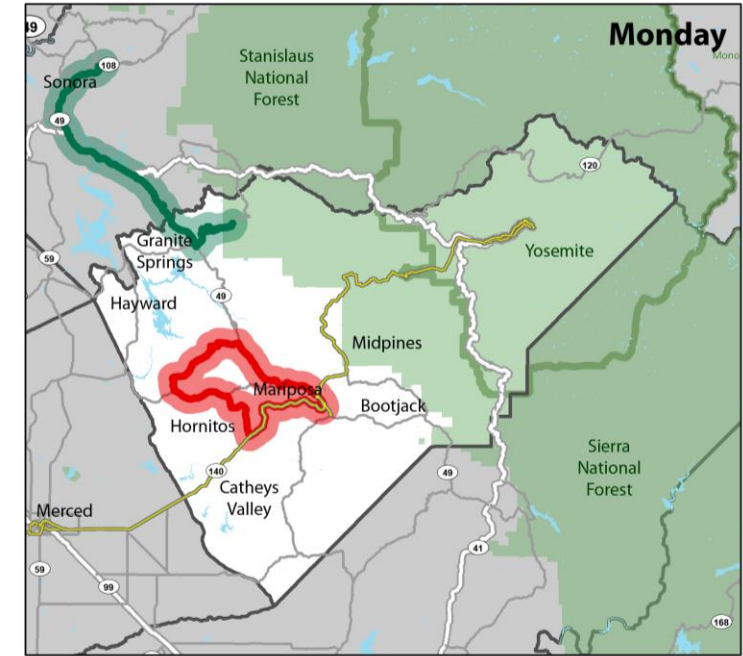
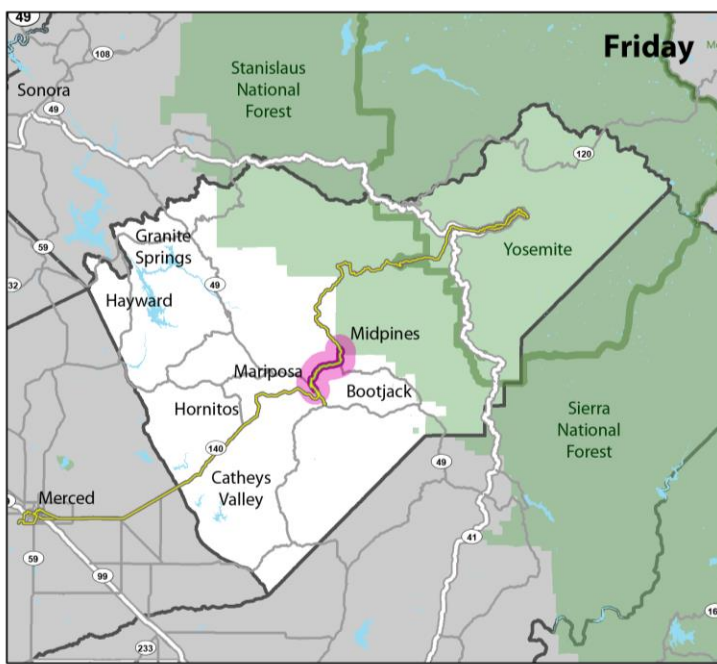
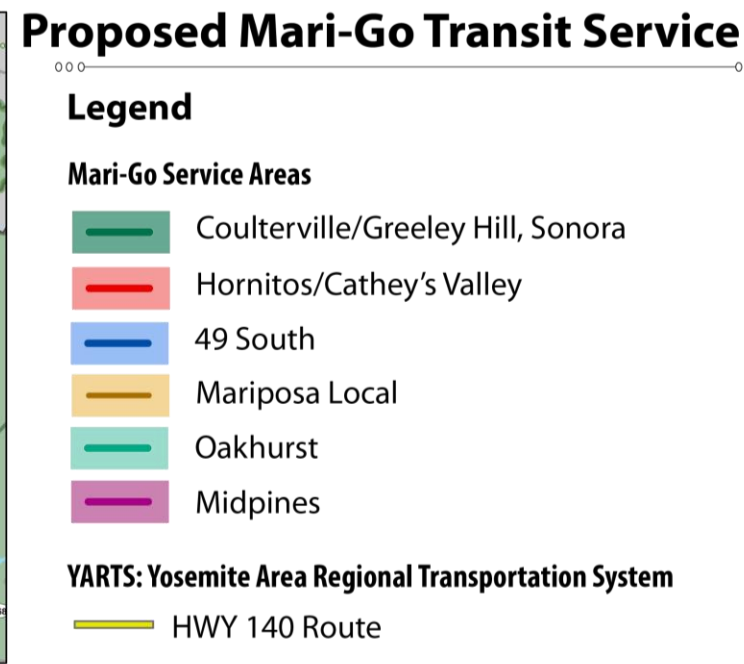
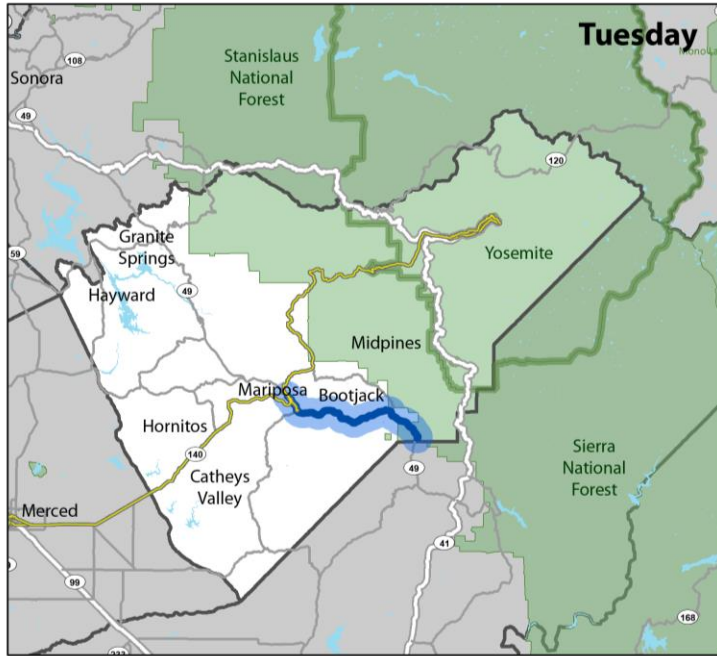
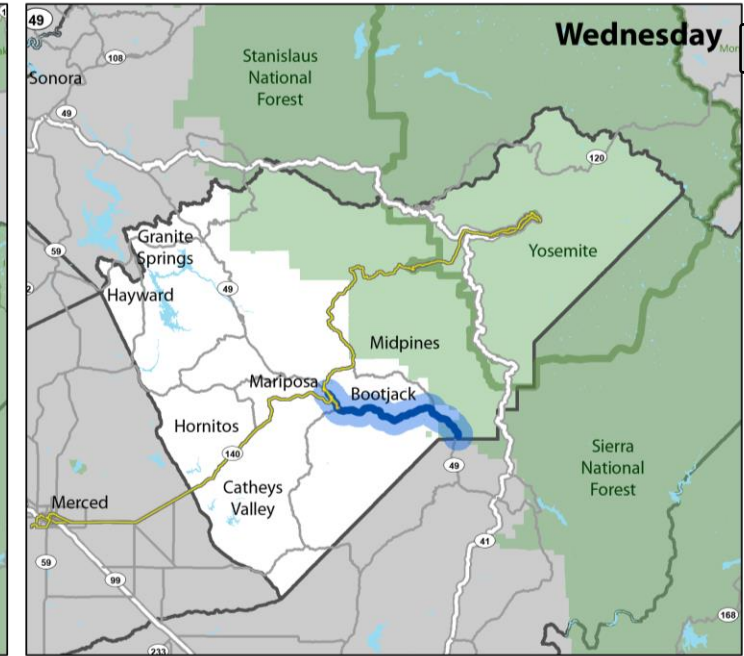
	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026
Capital Expenses						
Vehicle Replacement ¹	\$13,333	\$13,333	\$13,333	\$13,333	\$13,333	\$13,333
Dispatch Scheduling Software	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Hardware	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Office Space Purchase ²	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Total Capital Expenses	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833
Capital Revenues						
STA Funds ³	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833
Total Capital Revenues	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833

Five-Year Financial Plan 2021-2025

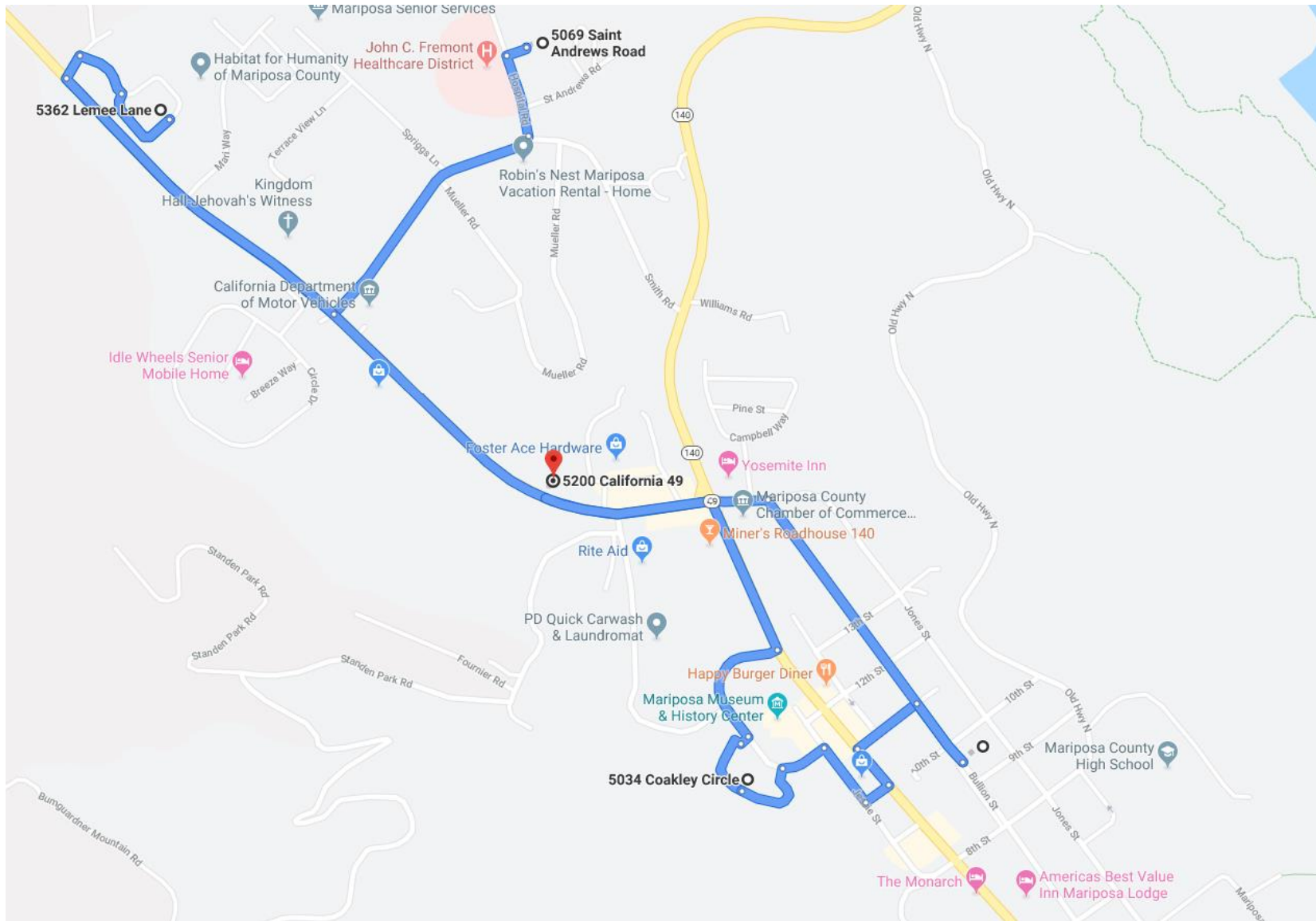
	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026
System Expenses						
Operating Expenses	\$495,643	\$502,746	\$509,850	\$516,953	\$524,057	\$531,160
Capital Expenses	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833
Total Expenses	\$586,476	\$593,580	\$600,683	\$607,787	\$614,890	\$621,994
System Revenues						
Passenger Fares	\$75,584	\$79,363	\$83,332	\$87,498	\$91,873	\$96,467
FTA Section 5311	\$110,488	\$112,635	\$114,824	\$117,055	\$119,329	\$121,648
AAA	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000
STA	\$186,536	\$186,536	\$186,536	\$186,536	\$186,536	\$186,536
LTF to Mariposa County Transit	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
LTF to YARTS	\$191,000	\$191,000	\$191,000	\$191,000	\$191,000	\$191,000
Total Revenues	\$614,608	\$620,534	\$626,691	\$633,089	\$639,738	\$646,651
Projected Surplus	\$28,132	\$26,955	\$26,008	\$25,302	\$24,848	\$24,657

Service Change Recommendations

1. Operate more service trips each day from outlying areas.
2. Operate more service days on the 49 South corridor.
3. Operate a midday circulator route in Mariposa every day.
4. Replace Mari-Go service to Merced with service to Oakhurst.
5. Acquire scheduling software to speed up work of schedulers and dispatchers.
6. Outfit vehicles with AVL/GPS and tablets to track operations and ridership.
7. House all Mari-Go transit functions in one admin and operating facility.



DHHS Fixed-Route Transportation Pilot



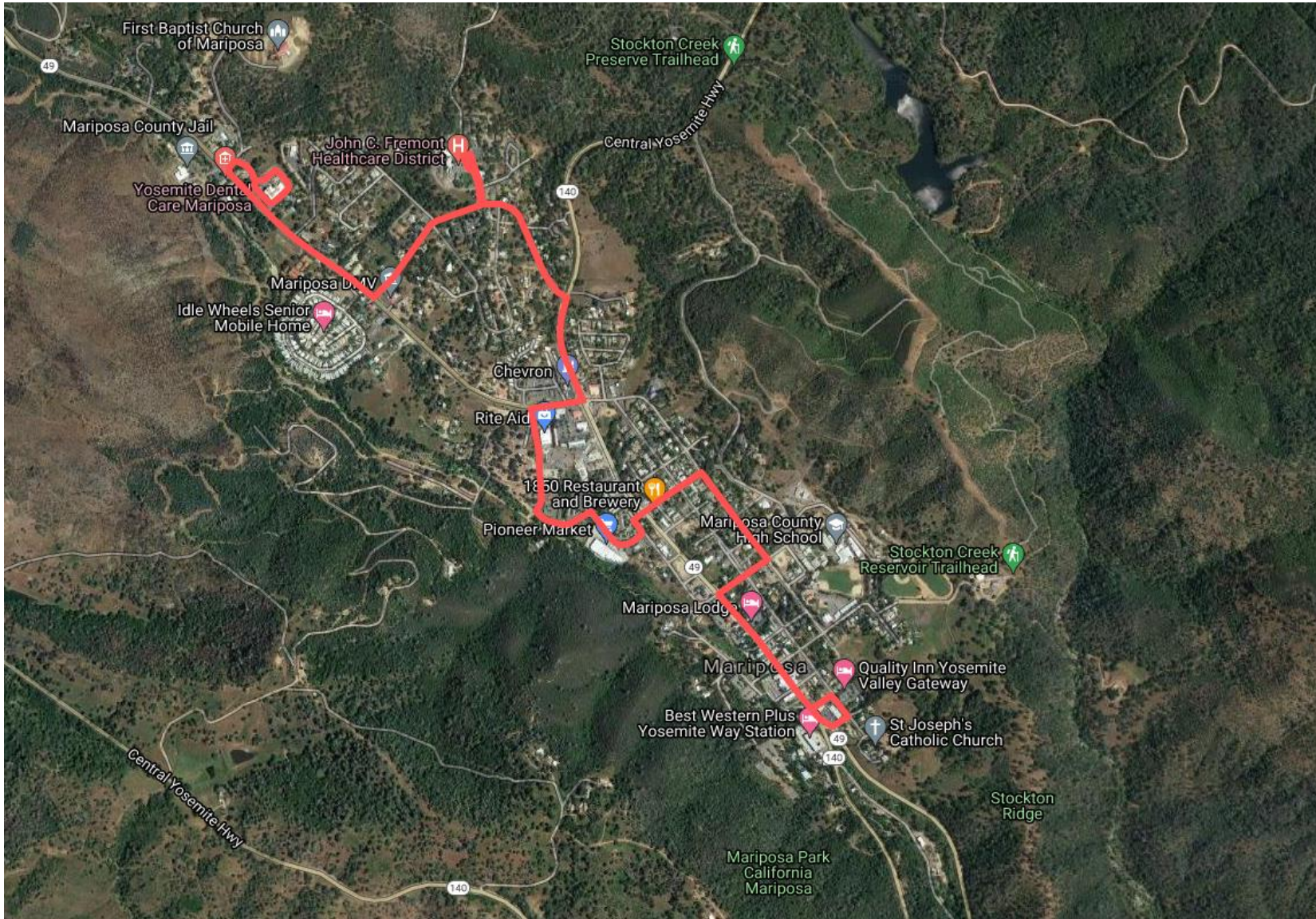
Service Features

- Van vehicle, limited capacity.
- 8:00 a.m. – 4:30 p.m. service hours
- Flexible route

Key Service Locations

- Mariposa Heritage House
- Connections Emergency Shelter
- Department of Health and Human Services
- Rite Aid Pharmacy
- Courthouse/Probation Department
- County Offices and Library
- Pioneer Square
- John C. Fremont Hospital

Long-Term Fixed-Route Proposal



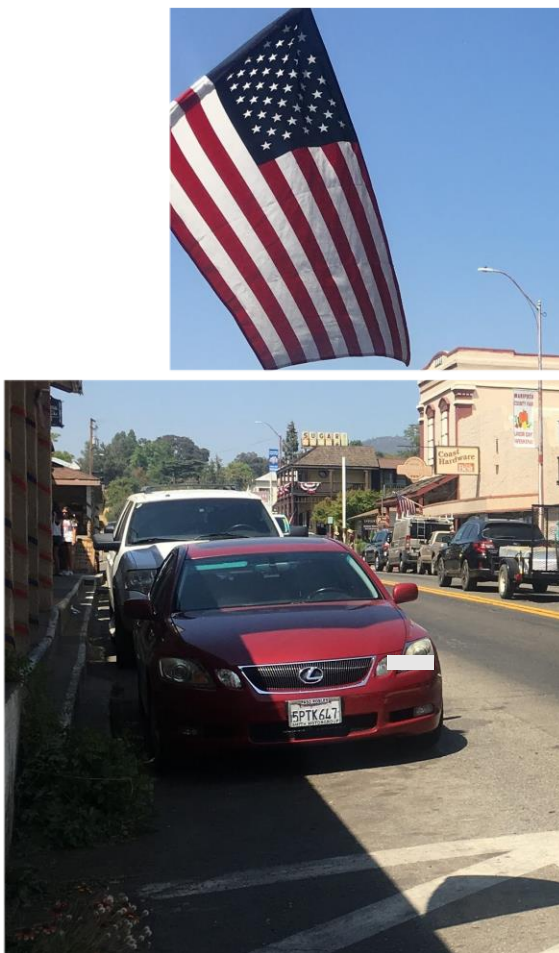
Key Service Features

- Shuttle vehicle, larger capacity.
- Fixed-route with designated stops.
- Vehicle travels in both directions on same route.
- Direct connections between origins and destinations.
- From DHHS to downtown and back.
- 6.7 miles round trip.
- Service trips every 30 minutes.
- Allows for small deviations, and slow boarding procedures.
- Easy to understand and easy to remember.

Other Recommendations

1. Upgrade to Zero Emission Vehicle fleet
2. Rebranding of service, new website page and marketing campaign
3. Invest in scheduling and operations management technologies to increase efficiency and responsiveness of service
4. Explore operation of microtransit service in Mariposa
5. Research pros and cons of outsourcing service to reduce cost or administrative burden

Thank you



Mariposa County Transit Short Range Transit Plan

FINAL DRAFT REPORT

September 8, 2021



WALKER
CONSULTANTS



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1. Demographic Profile



1. Demographic Profile

This section includes a review of key demographic indicators in Mariposa County. Demographic data used for this profile was compiled from a combination of the United States Census Bureau's American Community Survey, the California Department of Finance estimates, and the State of California Employment Development Department.

County Description and Demographic Summary

Mariposa County is located in the western foothills of the Sierra Nevada Mountains and is bordered by Tuolumne County to the north, Madera County to the southeast, and Merced County to the west. The county seat is located in the census designated place (CDP) of Mariposa. Mariposa is located to the north of Fresno, east of Merced and southeast of Stockton.

Mariposa County is approximately 1,463 square miles in area and is primarily rural with a dispersed population. The County contains no incorporated cities, but contains the following unincorporated communities: Bootjack, Mariposa, Yosemite Valley, Coulterville, Hornitos, El Portal, Midpines, Yosemite Village, Wawona, and Cathey's Valley. A portion of Yosemite National Park is within the boundaries of Mariposa County.

Population Characteristics

According to the United States Census Bureau American Community Survey (ACS) 5-year estimates for 2015-2019, Mariposa County has a population of 17,420. The Mariposa CDP has a population of 1,186, which represents 7% of the County's total population. 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 CDP than in Mariposa County (\$27,454 versus \$48,830). The number of persons per household is lower in both Mariposa County and the Mariposa CDP than statewide (2.1 in Mariposa County, 1.6 in the Mariposa CDP versus 2.9 statewide). A population comparison between the State of California, Mariposa County, and the county seat of Mariposa is shown in Table 1.

As shown in Table 2, Mariposa County and the town of Mariposa have an older population than the statewide average. In Mariposa County, only 16% of the population is under the age of 18, while 23% of the statewide population is under 18. 27% of Mariposa County residents are seniors (65 and over), which is significantly higher than the statewide average of 14%. As stated in the Mariposa County Community Needs Assessment, "Mariposa County has historically had a higher proportion of retirement-aged residents and a lower proportion of young adults. This demographic characteristic of the County is maintained and propelled by the attractiveness of the location for retirement, which pulls retirement-aged individuals into the County, and by a lack of job opportunities which pushes younger adults out of the County in search of gainful employment."¹

¹ Mariposa County Needs Assessment, 2017. Prepared by Clarity Social Research Group on behalf of Mariposa County.



The percentage of the population with a disability in Mariposa County is higher than for the state overall (20% versus 11%). Also, 15% of the population in Mariposa County is below the poverty line, which is higher than the statewide average of 12%.

In summary, the population of Mariposa County has been declining slightly but concentrating more seniors, persons with disabilities and people living at or below the poverty line than the state average.

Additionally, the Mariposa CDP has a higher percentage of the population who are seniors than the County overall (36% versus 27%), higher percentage of the population with a disability (31% versus 20%), and higher percent below the poverty line (17% versus 15%).

For the disability question in the American Community Survey, six disability types are included:

- **Hearing difficulty:** deaf or having serious difficulty hearing.
- **Vision difficulty:** blind or having serious difficulty seeing, even when wearing glasses.
- **Cognitive difficulty:** because of a physical, mental, or emotional problem, having difficulty remembering, concentrating, or making decisions.
- **Ambulatory difficulty:** having serious difficulty walking or climbing stairs.
- **Self-care difficulty:** having difficulty bathing or dressing.
- **Independent living difficulty:** because of a physical, mental, or emotional problem, having difficulty doing errands alone such as visiting a doctor's office or shopping.

Respondents that report any one of the six disability types are considered to have a disability. It should be noted that this definition differs from that used to determine eligibility for paratransit services required by the American with Disabilities Act (ADA). To qualify for ADA paratransit services, an individual's disability must prevent them from independently using fixed-route transit service, even if the vehicle itself is accessible to persons with disabilities (i.e., lift or ramp equipped).

Table 1: Total Population and Median Household Income (2019)

Population & Households	California	Mariposa County	Mariposa CDP
Total Population	39,283,497	17,420	1,186
Number of Households	13,157,873	7,643	699
Persons per Household	2.9	2.1	1.6
Median Household Income	\$80,440	\$48,820	\$27,454

Source: United States Census Bureau 2019 American Community Survey 5-Year Estimates, Walker Consultants, 2021.



Table 2: Key Demographic Characteristics (2019)

Demographic Characteristics	California		Mariposa County		Mariposa CDP	
	Population	% of Total*	Population	% of Total*	Population	% of Total*
Population under 5	2,451,528	6%	736	4%	39	3%
Population under 18	9,022,146	23%	2,840	16%	136	12%
Population 65 and older	5,486,041	14%	4,790	27%	429	36%
Population with Disability	4,101,034	11%	3,519	20%	352	31%
Veteran Population	1,574,531	5%	1,485	10%	44	4%
Foreign Born Population	10,547,210	27%	1,019	6%	60	5%
Minority Population	15,830,275	40%	2,018	12%	147	12%
Hispanic or Latino Population	15,327,688	39%	1,963	11%	146	12%
Population Below Poverty Line	4,552,837	12%	2,616	15%	189	17%
Educational Attainment - Bachelor's Degree or Higher	8,980,726	34%	3,348	25%	188	19%

Source: United States Census Bureau 2019 American Community Survey 5-Year Estimates, Walker Consultants, 2021.

* Percent of total population, with the exception of population with disability, poverty, and educational attainment in which the percentage is based on a subset of the population in which these demographic characteristics are determined.

Table 3 and Table 4 summarizes the demographic characteristics of the State of California, Mariposa County, and the Mariposa CDP according to the 2010 American Community Survey 5-year estimates.

Table 3: Population and Median Household Income (2010)

Population & Households	California	Mariposa County	Mariposa CDP
Total Population	36,637,290	18,290	2,122
Number of Households	12,398,852	7,724	937
Persons per Household	2.9	2.3	2.2
Median Household Income	\$60,883	\$49,098	\$47,905

Source: United States Census Bureau 2010 American Community Survey 5-Year Estimates, Walker Consultants, 2021.



Table 4: Key Demographic Characteristics (2010)

Demographic Characteristics	California		Mariposa County		Mariposa CDP	
	Population	% of Total*	Population	% of Total*	Population	% of Total*
Population under 5	2,545,065	7%	808	4%	136	6%
Population under 18	9,325,329	25%	3,467	19%	546	26%
Population 65 and older	4,060,596	11%	3,624	20%	392	19%
Population with Disability	3,640,092	10%	3,245*	18%*	372*	21%*
Veteran Population	2,051,959	8%	2,192	15%	113	7%
Foreign Born Population	9,962,472	27%	684	4%	123	6%
Minority Population	14,244,577	39%	1,780	10%	373	18%
Hispanic or Latino Population	13,456,157	37%	1,699	9%	371	18%
Population Below Poverty Line	5,783,043	16%	2,647^	15%^	609*	35%^
Educational Attainment - Bachelor's Degree or Higher	7,063,690	30%	2,789	20%	320	21%

Source: United States Census Bureau 2010 American Community Survey 5-Year Estimates, Walker Consultants, 2021.

* Percent of total population, with the exception of population with disability, poverty, and educational attainment in which the percentage is based on a subset of the population in which these demographic characteristics are determined.

^ Data from 2012 American Community Survey 5-Year Estimates, as 2010 5-Year Estimate data was not available.

Table 5 summarizes the percent change in demographic characteristics between 2010 and 2019. Mariposa County's population decreased by 5% from 2010 to 2019 (from 18,290 residents to 17,420 residents, respectively). In the Mariposa CDP, the population decreased by 44% from 2010 to 2019 (from 2,122 residents to 1,186 residents, respectively).

Table 5: Percent Increase/Decrease in Population and Income between 2010 and 2019

Population & Households	California	Mariposa County	Mariposa CDP
Total Population	7%	-5%	-44%
Number of Households	6%	-1%	-25%
Persons per Household	0%	-9%	-27%
Median Household Income	32%	-1%	-43%

Source: United States Census Bureau 2010 American Community Survey 5-Year Estimates, Walker Consultants, 2021.

While the overall population and youth has decreased in both Mariposa County and the Mariposa CDP, the senior population in contrast has increased by 32% in the County and by 32% in the CDP. In Mariposa County, there has been an increase in persons with disabilities (8% increase), but not as much as for the state overall (13% increase).



There has been a substantial reduction in veteran population in Mariposa County and the Mariposa CDP (32% and 61% increase respectively), more so than for the state overall (23% increase). The foreign-born population has increased substantially in Mariposa County (49% increase) in sharp contrast to the Mariposa CDP, where the foreign-born population has substantially decreased (51% decrease). Similarly, while the Hispanic or Latino population has increased in Mariposa County (16% increase), it has substantially decreased in the Mariposa CDP (61% decrease). The reduction in poverty in the Mariposa CDP (69% reduction) is substantially higher than for the state overall (21% reduction). Mariposa County's poverty level has had very little change (1% decrease).

Table 6: Percent Increase/Decrease in Key Demographic Indicators between 2010 and 2019

Demographic Characteristics	California	Mariposa County	Mariposa CDP
Population under 5	-4%	-9%	-71%
Population under 18	-3%	-18%	-75%
Population 65 and older	35%	32%	9%
Population with Disability	13%	8%*	-5%*
Veteran Population	-23%	-32%	-61%
Foreign Born Population	6%	49%	-51%
Minority Population	11%	13%	-61%
Hispanic or Latino Population	14%	16%	-61%
Population Below Poverty Line	-21%	-1%*	-69%*
Educational Attainment - Bachelor's Degree or Higher	27%	20%	-41%

*Data from 2012 American Community Survey 5-Year Estimates, as 2010 5-Year Estimate data was not available.

Source: United States Census Bureau 2010 American Community Survey 5-Year Estimates, Walker Consultants, 2021.

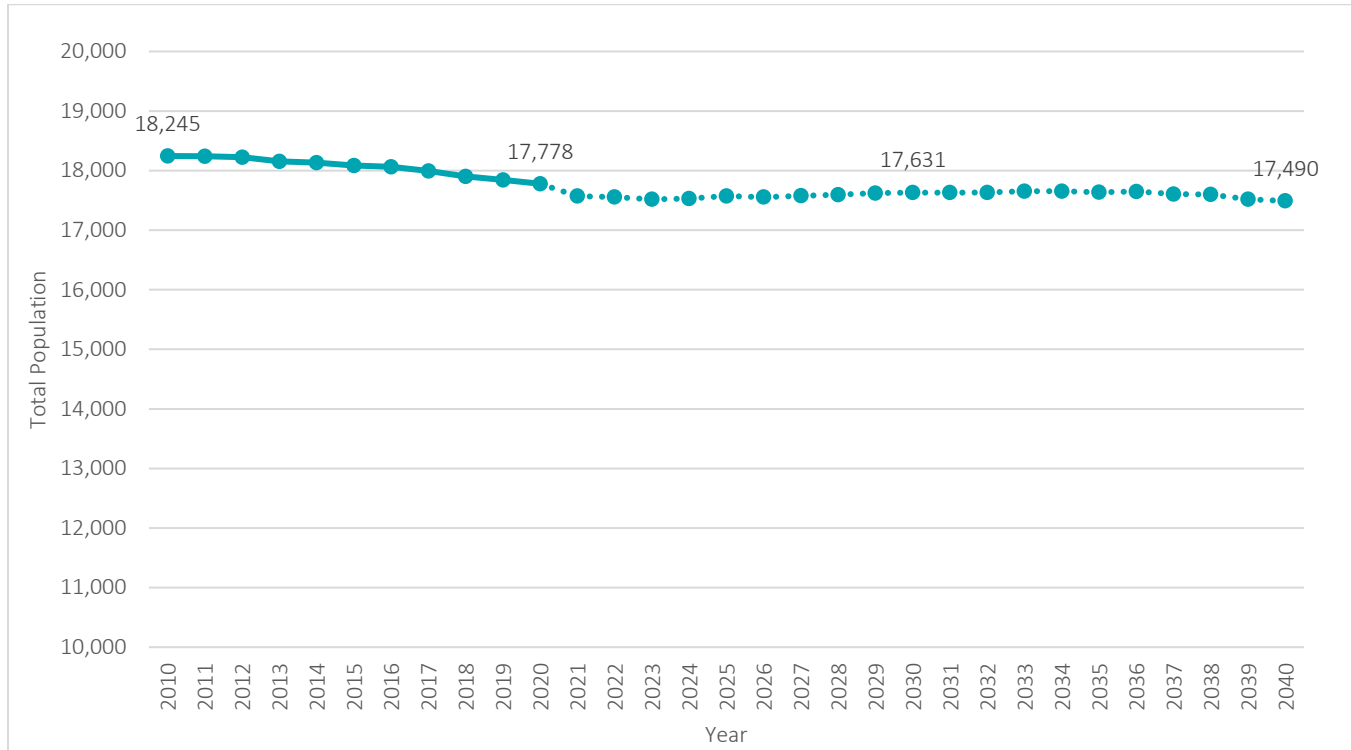
Population Growth Projections

Figure 1 shows the projected population growth in Mariposa County according to the State of California Department of Finance. It is important to note that the population estimates differ slightly from those described above in the American Community Survey. The population in Mariposa County has slightly declined over the last ten years. The population is projected to stay at about the same level in the next 20 years (from 17,571 in 2020 to 17,490 in 2040). This data is intended to project population growth over time for planning purposes.

Figure 2 displays the projected population growth of seniors (65 years old and older) in Mariposa County according to the State of California Department of Finance. As shown in the figure, the senior population is expected to grow for the next several years, and then decline starting in 2027.

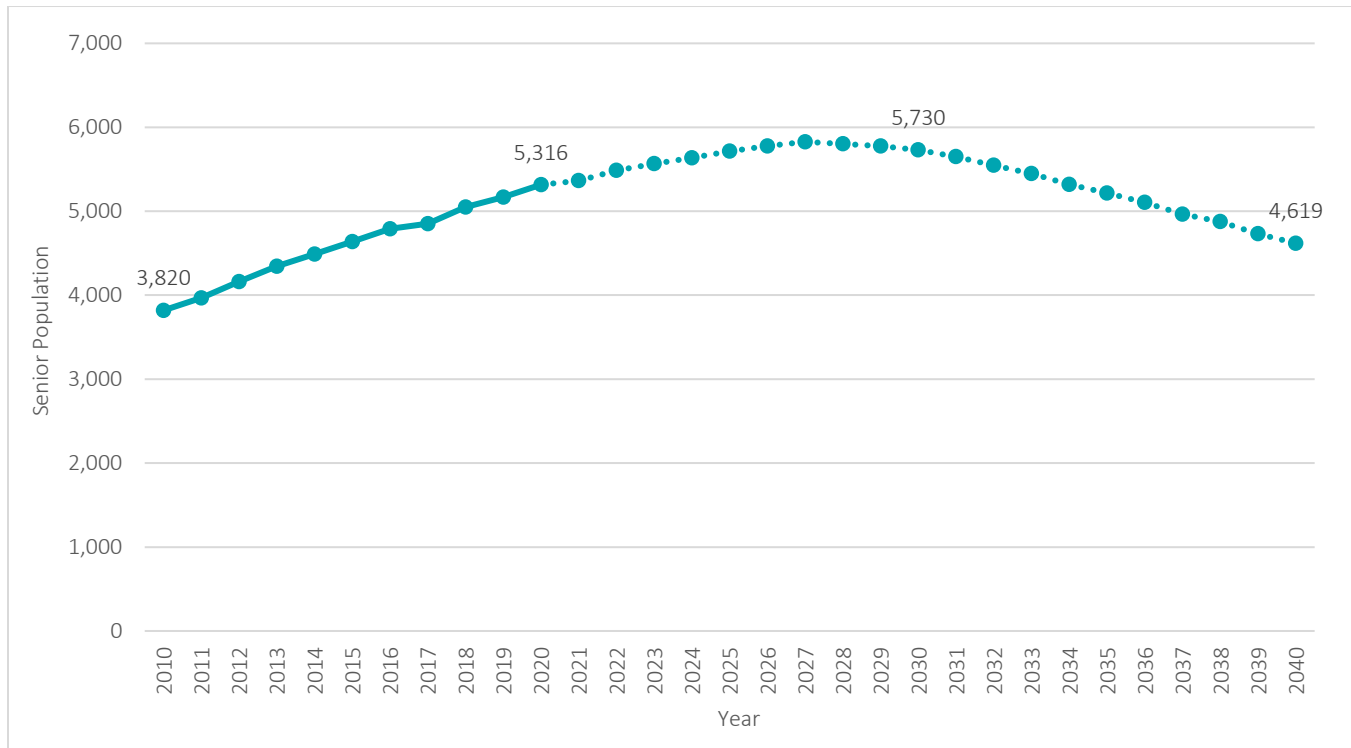


Figure 1: Future Population Growth in Mariposa County



Source: California Department of Finance Report P-2A: Total Population Projections, 2010-2060, Walker Consultants, 2021.

Figure 2: Future Senior Population Growth in Mariposa County



Source: California Department of Finance Report P-2A: Total Population Projections, 2010-2060, Walker Consultants, 2021.



Both low growth in population but aging population in the County, point to an increase in healthcare and mobility needs of many old adults in the next 10 years.

Employment

According to the California Employment Development Department, the unemployment rate in Mariposa County as of March 2021 was 9.4%, compared to California's rate of 8.2%. In March 2021, Mariposa County's civilian labor force was 6,690, which is approximately 38% of the County's total population. Table 7 summarizes the list of major employers in Mariposa County with 100 or more employees. The major employers consist of hospitality, government, real estate, and medical entities. Three of the major hospitality employers are located within Yosemite National Park.

Table 7: Employers in Mariposa County with 100 or more Employees

Employer Name	Category	Location	Number of Employees
Yosemite Concession Services	Concessionaires	Yosemite National Park	1,000-4,999
Forestry and Fire Projection	Government Offices	Mariposa	500-999
Mariposa County*	Government Offices	Mariposa	500-999
Tenaya Lodge Inc	Resorts	Fish Camp	250-499
Big Trees Lodge	Hotels & Motels	Yosemite National Park	100-249
Majestic Yosemite Hotel	Hotels & Motels	Yosemite National Park	100-249
California Association of Realtors	Real Estate	Mariposa	100-249
John C Fremont Healthcare District	Hospitals	Mariposa	100-249

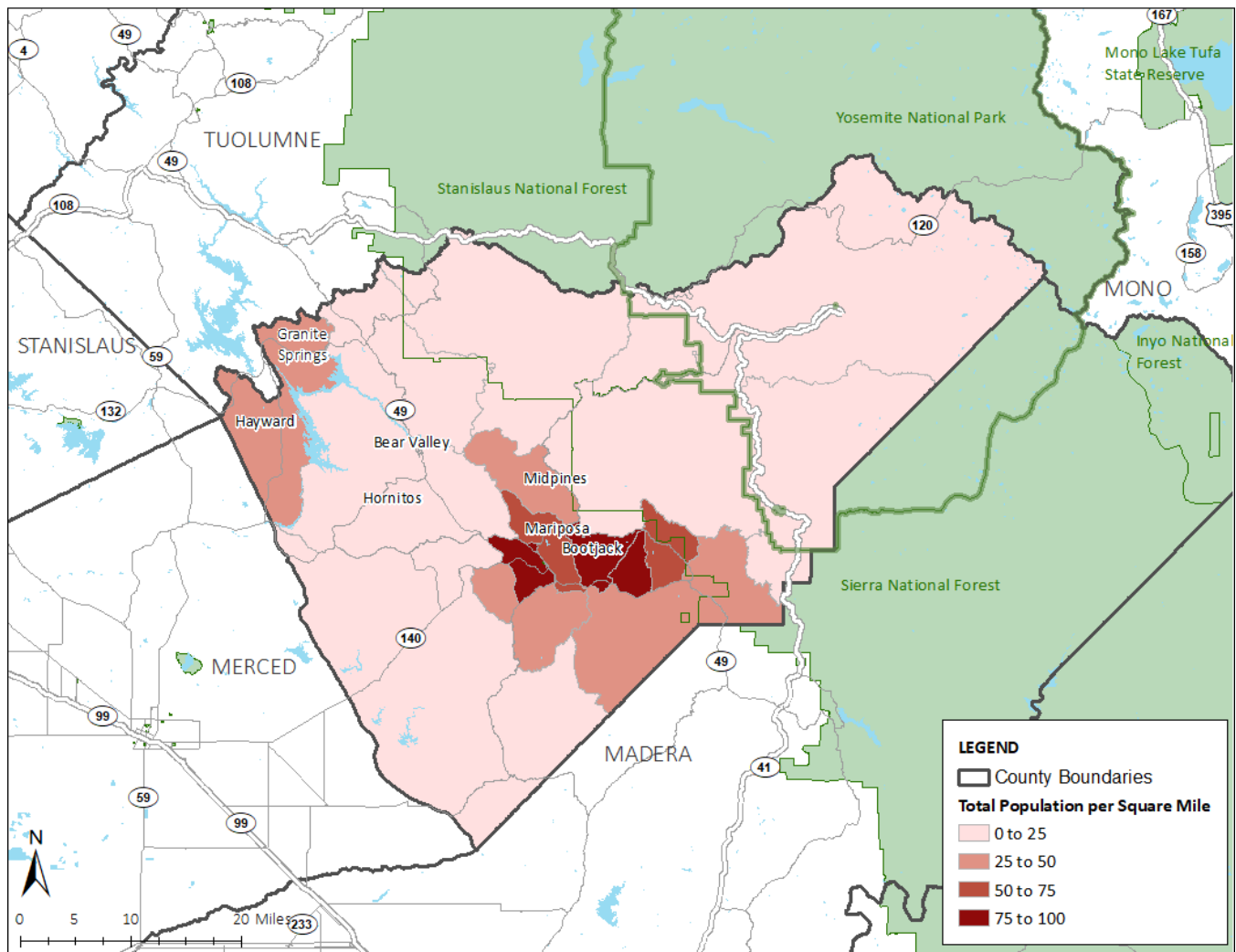
Source: California Employment Development Department

* Data from Mariposa County staff.

Population and Employment Density

Most of the population in Mariposa County primarily lives within, or within proximity to, the Mariposa and Bootjack CDPs. The highest population densities occur closest to these core areas. With a significant portion of land in Mariposa County devoted to national parks, population density is generally low throughout the rest of the County, other than near Hayward and Granite Springs in the northwest region. Figure 3 shows graphically the population density in Mariposa County by U.S. Census Block Groups.

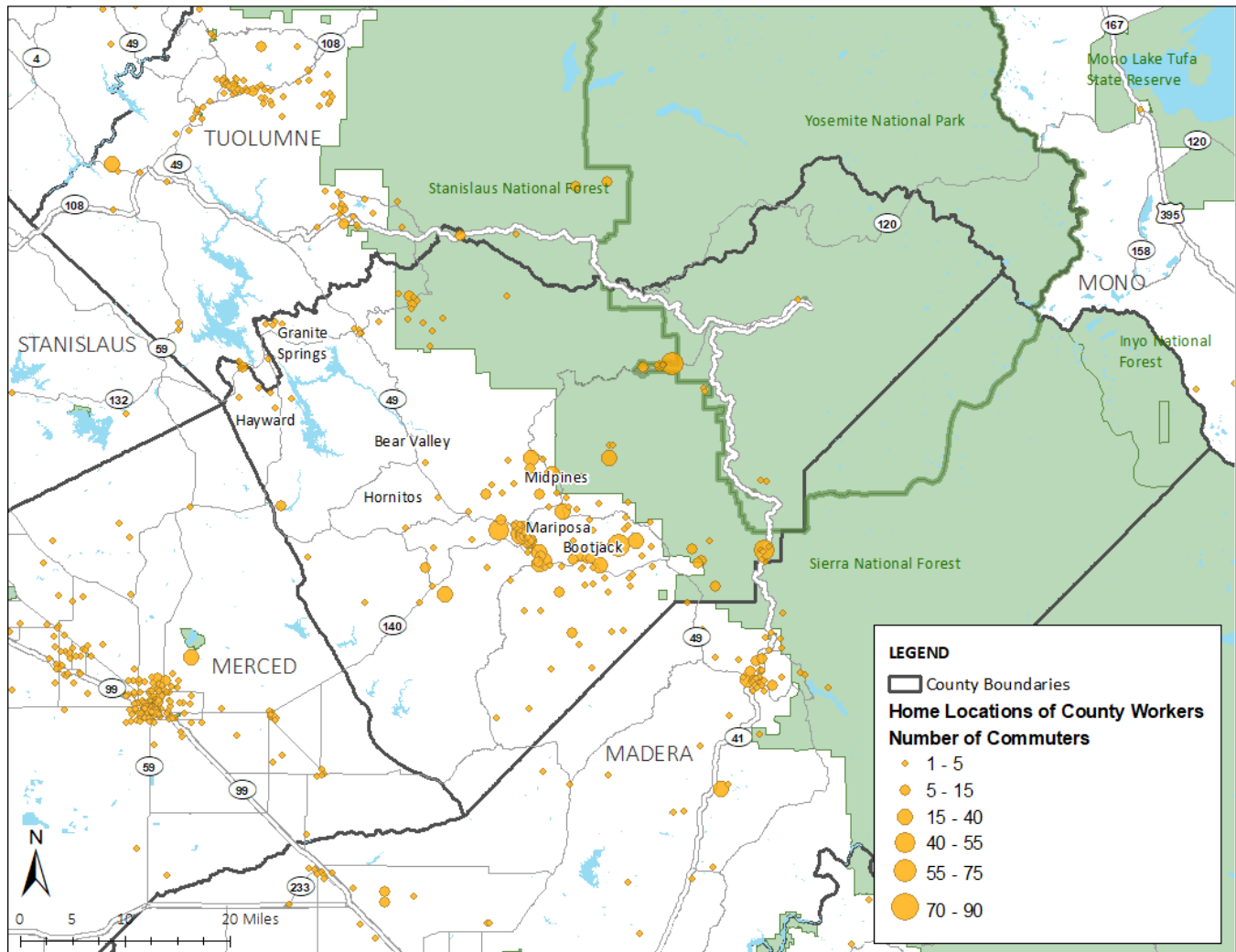
Figure 3: Mariposa County Population Density (2019)



Source: Data - American Community Survey, U.S. Census, 2019; Graphic – Walker Consultants, 2021

Figure 4 below shows the home locations of all people working in the County. It shows both the location of workers that live and work in the County and those that live outside the County but commute to the County for work. The map shows the Mariposa and Bootjack CDPs having the highest concentration of residents who work in the County and it shows the distribution of other county areas that have lower residential density such as Yosemite Valley and Coulterville. The map also shows people who work in the County but live outside of it, with a particularly high concentration in the City of Merced and around Oakhurst, in Madera County. Route 49 between Mariposa and Oakhurst and Route 140 between Merced and Mariposa appear as primary markets for transit service in the County, due to their proximity to many residents and workers.

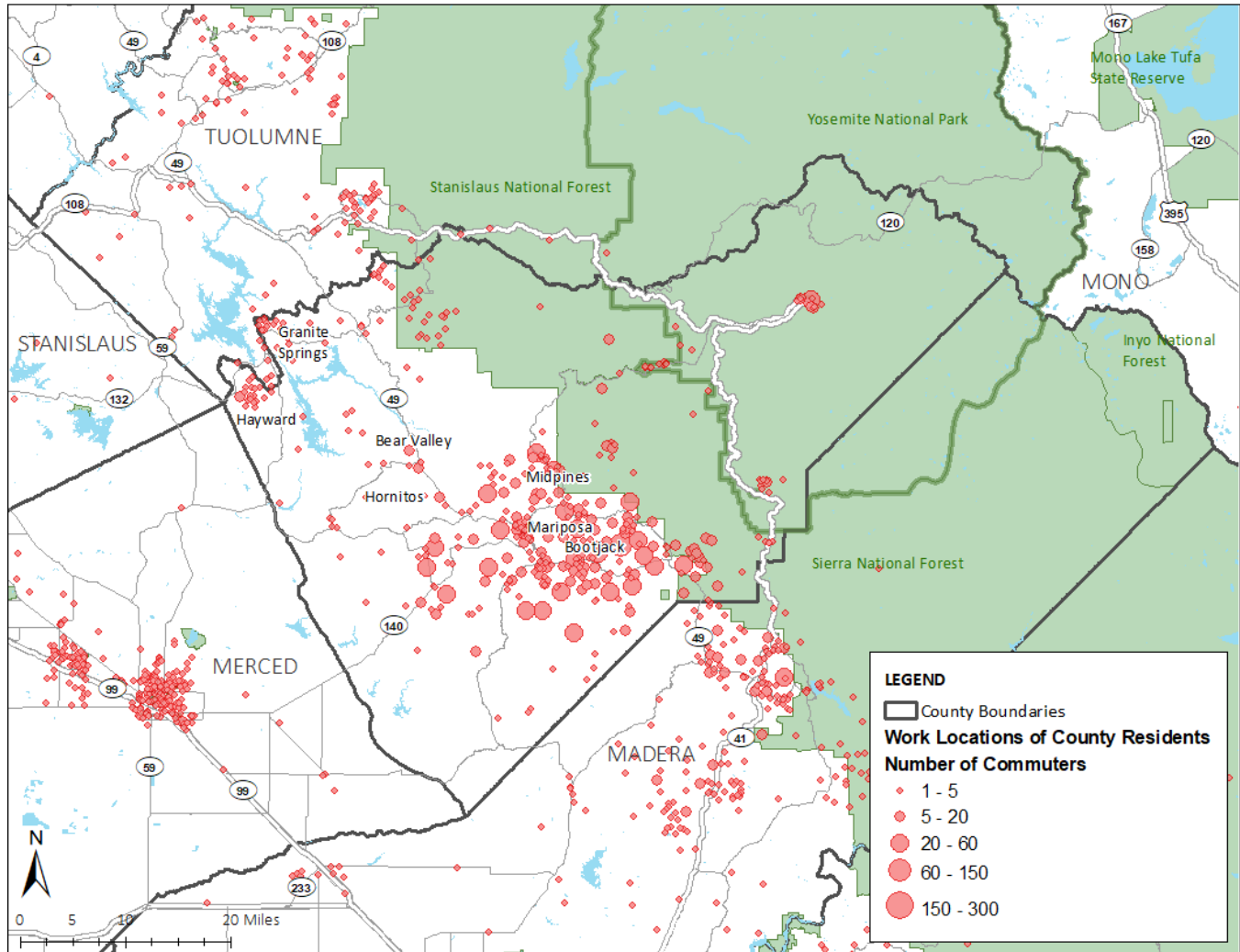
Figure 4: Home Locations of County Workers



Source: Data - Longitudinal Employer-Household Dynamics (LEHD) Origin-Destination Employment Statistics, U.S. Census, accessed via the OnTheMap application, 2018; Graphic – Walker Consultants, 2021

Figure 5 shows the work locations of County residents. The highest concentration of employment locations for County residents are primarily in the Mariposa CDP area and secondarily in the Bootjack CDP area. There are also concentrations of employment in El Portal (related to Yosemite National Park) and around Wawona and Fish Camp, on Highway 41, likely related to the park's tourist and visitor-driven activity. There are also many County residents who work outside of Mariposa County in Merced, Madera, and Tuolumne Counties, and specifically in Merced, Oakhurst and Sonora.

Figure 5: Work Locations of County Residents



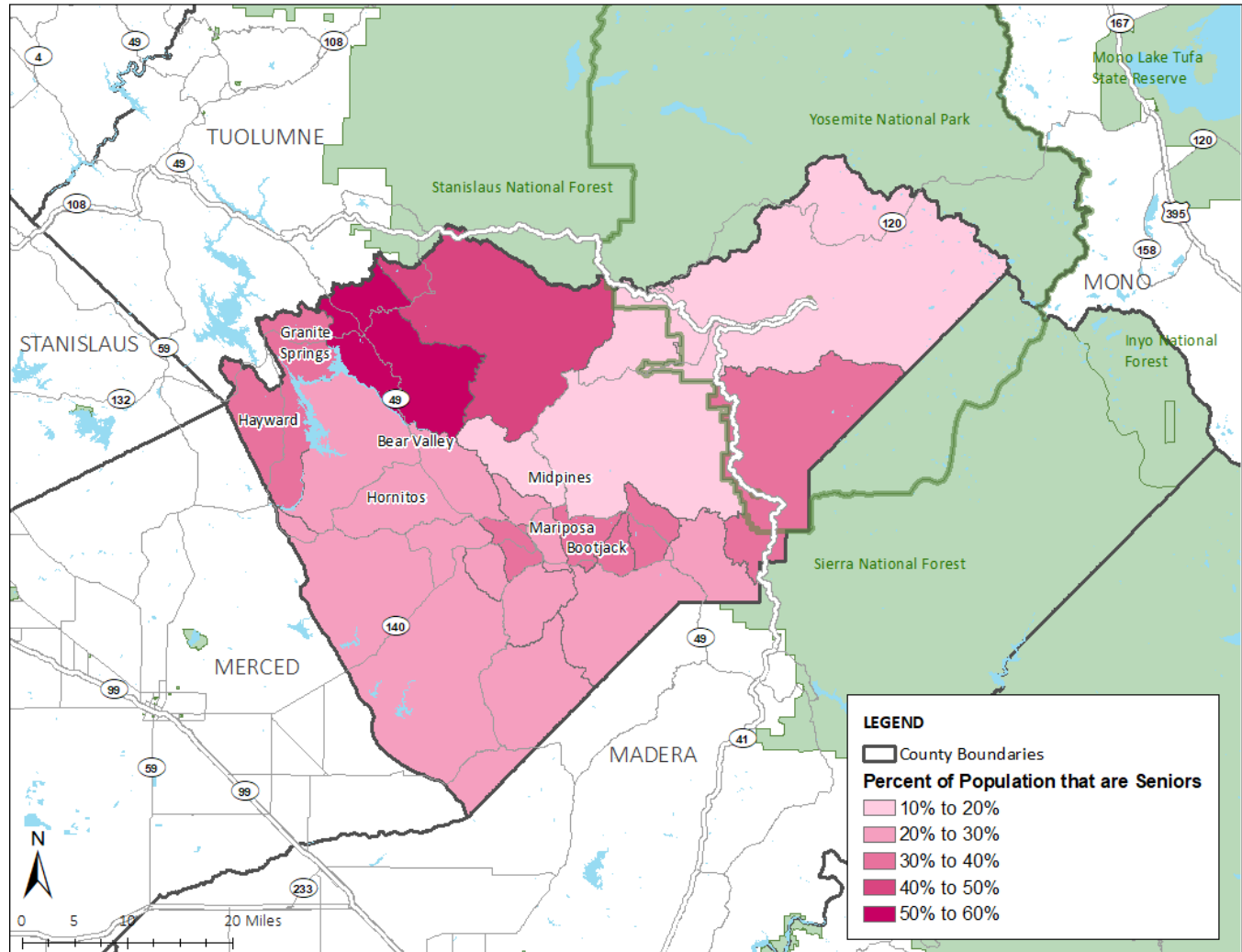
Source: Data - Longitudinal Employer-Household Dynamics (LEHD) Origin-Destination Employment Statistics, U.S. Census, accessed via the OnTheMap application, 2018; Graphic – Walker Consultants, 2021

Transit Dependency

There are three key demographic characteristics that are shared among current Mariposa County transit users and that explain their reliance on county transit services for basic mobility. They include the presence of seniors (65 years old or older), people who are experiencing poverty (at or below the poverty line, as defined by the U.S. Census Bureau), and people with disabilities.

Figure 6 shows the relative concentration of seniors for each U.S. Census Block group in the County. The map shows that the senior population is not only concentrated in the Mariposa and Bootjack CDP areas, where most people live, but also in the northwest region of Mariposa County (primarily in Coulterville and Greeley Hill), and in the southeast region of the County (in Wawona and Fish Camp). The map shows that a larger proportion of seniors live in outlying areas of the County, away from Mariposa and closer to Sonora and Oakhurst, in Tuolumne and Madera counties, respectively.

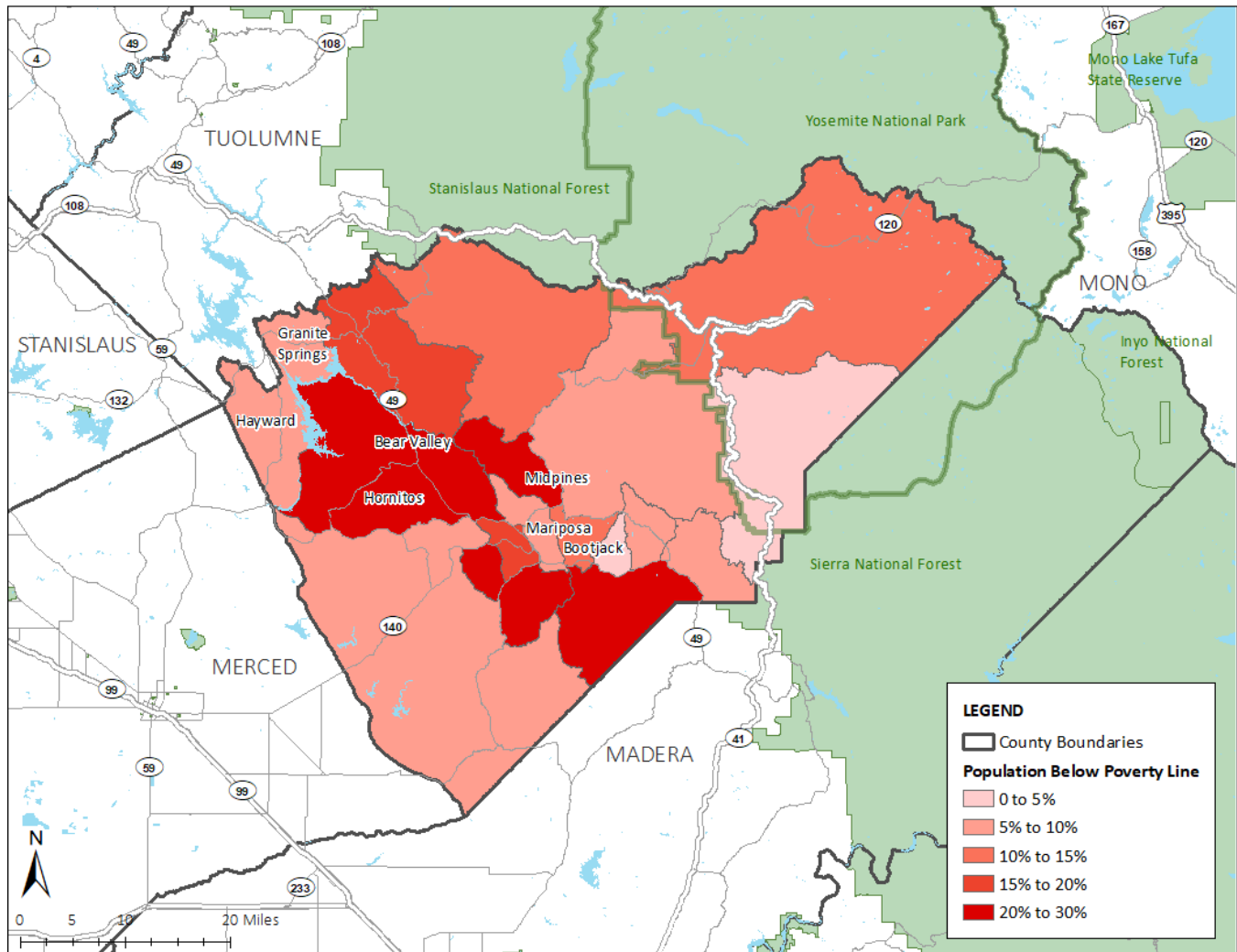
Figure 6: Senior Population



Source: Data - American Community Survey, U.S. Census, 2019; Graphic – Walker Consultants, 2021

Figure 7 shows the relative concentration of people below the poverty line for each U.S. Census Block Group in the County. The map shows that the highest concentrations of those experiencing poverty are located not only in areas of high population density, but also in more rural areas of county such as Bear Valley, Hornitos and Cathey's Valley, and away from the Mariposa, Bootjack and Coulterville CDP areas. The map shows that rural areas in the central part of the County, away from Highway 49 have a particular need for transit service.

Figure 7: Population Below the Poverty Line



Source: Data - American Community Survey, U.S. Census, 2019; Graphic – Walker Consultants, 2021

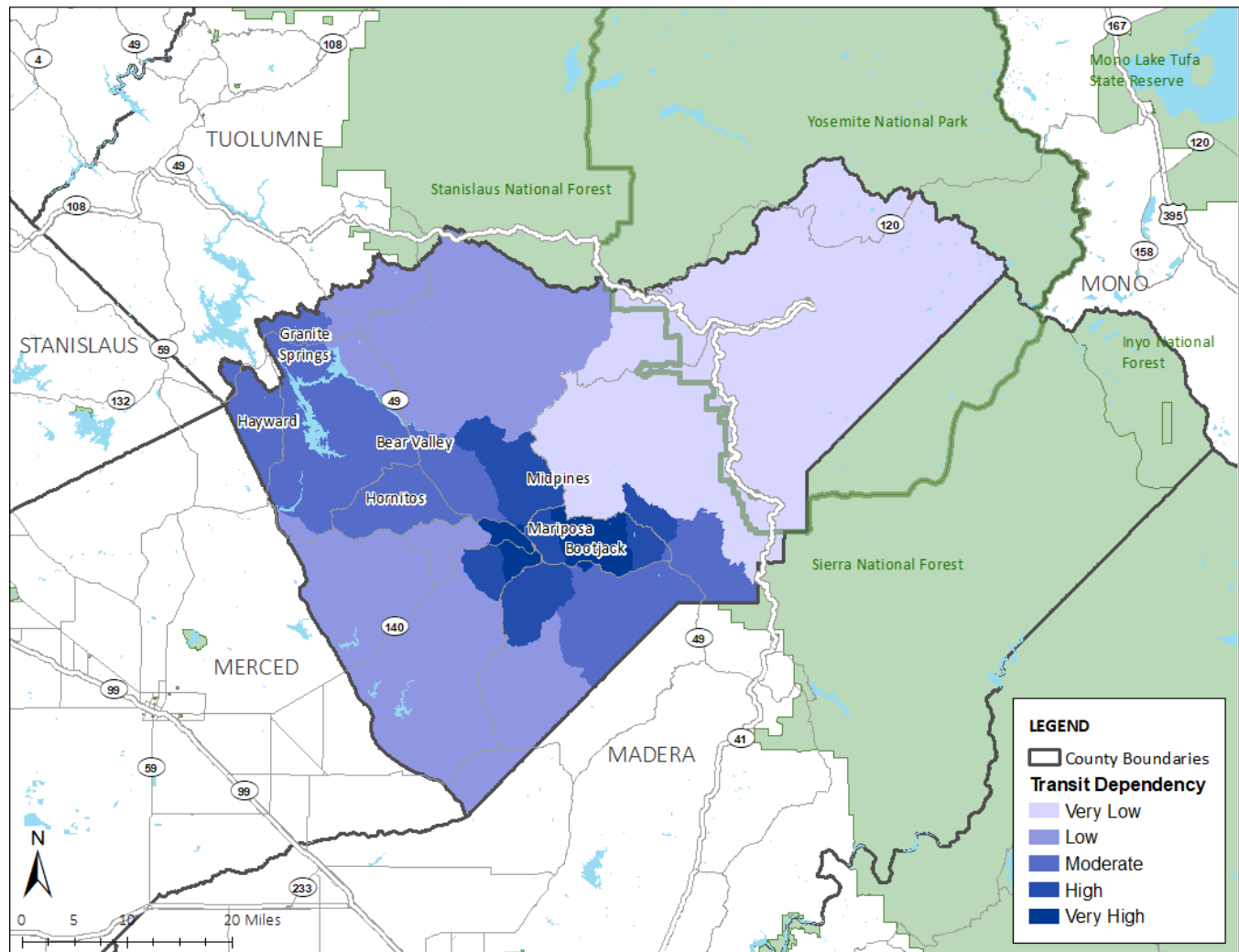
Persons with disabilities is reported at an aggregated level by U.S. Census Tract (each containing data for several block groups). The combination of senior population, population at or below the poverty line, and persons with disabilities, creates a combined index of transit dependency that helps identifying areas of greater need for transit service in the County.

To calculate the Transit Dependency Index (TDI), the density per square mile of seniors, population below the poverty line, and persons with a disability was determined for each block group. These three values were added together to determine the number of persons with transit dependency characteristics per square mile in each block group.

The average density of transit dependent people per square mile in Mariposa County is 16. Based on this average, TDI categories were developed by breaking down the range of values into five transit dependency groups, with 16 being the average number of transit dependent people per square mile.

Figure 8 shows the final TDI categories ranging from “Very Low” (less than 1.3 persons per sq. mile) to “Very High” (more than 30 persons per sq. mile). Based on this analysis, transit dependency was found to be highest in the central region of the County, along Highway 49, and especially around Mariposa, Bootjack, Cathey’s Valley and Midpines, with multiple block groups experiencing moderate to very high transit dependency.

Figure 8: Transit Dependency Index



Source: Data - American Community Survey, U.S. Census, 2019; Graphic & Analysis – Walker Consultants, 2021



Projected Demand for Public Transportation

While the population in Mariposa County overall is projected to stay at about the same level in the next 10 years (see Figure 1), the senior population is projected to increase over the next 6-7 years and peak in year 2027, and then decrease steadily in the continuing years (see Figure 2). Since the Mariposa County transit services are primarily used by seniors, this trend indicates that in the short-term (next 5 years) transit need is likely to increase. However, growth in senior population is not the only indicator of projected demand for transit. Another important indicator is the amount of service and convenience of service that is provided. The transit services that are currently offered by Mariposa County are limited and cater to a small portion of the County population. Transit services in the County can also increase ridership by improving its operational efficiency and service offering to attract other segments of the population. This is explored in more detail in the next chapters.

2. Existing Transit Services

2. Existing Transit Services

This section includes an overview of existing public transit services operating in Mariposa County as well as social service transportation services and private transportation operators. Table 8 summarizes the transportation services available in Mariposa County. The remaining portion of this section describes each service in further detail.

Table 8: Transportation Services Available in Mariposa County

Service	Operator	Description
Mari-Go	Mariposa County Transit	Dial-a-ride service that provides curb-to-curb service to the general public. The service is provided in designated areas of Mariposa County on specific days of the week.
Medi-Trans	Mariposa County Transit	Curb-to-curb non-emergency medical transportation (NEMT) service for seniors, persons with disabilities, and veterans. Provides service for Mariposa County residents to travel to medical appointments and in-office procedures within Mariposa County, and to Merced, Oakhurst and Fresno.
Yosemite Area Regional Transportation System (YARTS)	YARTS	Provides public fixed-route transit service into Yosemite Valley in Yosemite National Park from various gateway communities in the eastern and western slopes of the Sierra Nevada Mountains. YARTS serves the counties of Fresno, Madera, Mariposa, Merced, Mono, and Tuolumne.
Tuolumne County Transit	Tuolumne County Transit	Operates fixed-route and a general public demand response zone. Serves communities in Tuolumne County, including Sonora, Jamestown, Columbia, Tuolumne, Twain Harte, Sierra Village, Crystal Falls, and Groveland. Mariposa County residents can use Mari-Go service to connect to Tuolumne County Transit in Sonora.
Merced County Transit (The Bus)	The Bus	Operates fixed routes and two deviated fixed routes throughout Merced County and provides paratransit service for those qualifying individuals who cannot access the fixed route. Can be accessed from Mariposa County by taking the YARTS bus to Merced.
Greyhound Bus	Greyhound	Merced is served by Greyhound bus at its downtown station. Mariposa County residents can ride YARTS to Merced and transfer to Greyhound.
Amtrak	Amtrak	The Amtrak San Joaquin operates between the southern terminus of Bakersfield and northern termini of Sacramento and San Francisco. Mariposa County residents can connect to the Amtrak station in Merced via YARTS connector bus.
Taxi Service	Sierra Taxi	Sierra Taxi provides taxi service in Mariposa County.

Public Transit Operators

Mariposa County Transit

Prior to 2018, Mariposa County Transit was housed within the Mariposa County Community Services Department. As of July 1, 2018, the Community Services Department, the Health Department, and the Human Services Department were consolidated into an integrated Health and Human Service Department. Now, Mariposa County Transit is housed in the Mariposa County Department of Health and Human Services.



Mariposa County Transit provides two transit services: Mari-Go is a public dial-a-ride service providing curb-to-curb service to residents of Mariposa County for general purpose trips into the Mariposa CDP, Merced in Merced County and Sonora in Tuolumne County. Medi-Trans is a dial-a-ride service, also curb-to-curb, that provides medical transportation within and outside of Mariposa County for seniors, persons with disabilities, and veterans.

For both services, riders must call in dispatch at least a day in advance to arrange for a ride. Dispatch is managed out of the Health and Human Services Agency. Dispatchers do not have a software system to schedule riders, the schedules are made using a spreadsheet that includes the following information: pick-up time, location, phone number, medical appointment time, payment method, whether a wheelchair, and the type of vehicle that is needed to complete the trip. This spreadsheet is prepared the day before and paper copies of the daily schedule are distributed to the driver for the next day.

Mariposa County Transit consists of an Administrative Analyst, two Program Assistants (two dispatchers/schedulers), 2.6 bus drivers for the Mari-Go service, one bus driver that provides extra help, and four drivers for Medi-Trans (shared with the Health and Human Services Agency social services transportation).

Mari-Go Service

Mari-Go is a dial-a-ride or demand responsive service that provides curb-to-curb service to the general public. The service is provided in designated areas of Mariposa County on specific days of the week. Mari-Go operates most of its service in the southern part of the County with service provided along different corridors and communities each day of the week.

The service is available Monday to Friday from 8:30 a.m. to 4:00 p.m., except holidays. All buses are equipped with a lift and tie-down straps for wheelchair passengers. The daily schedule generally picks up riders in the morning and brings them into Mariposa, then provides them with transit service within the town (riders and driver arrange this informally on the day of service), and at around 1:30 p.m. starts picking up riders to take them back home.

On Tuesday, Mari-Go operates two different services: a North County Mari-Go that provides general public service from Greeley Hill and Coulterville to Sonora, in Tuolumne County, and a South County Mari-Go that provides general public service from Mariposa to Merced, in Merced County.

Thursdays are also different in that Mari-Go is provided within the Mariposa CDP on demand, with service requests allowed on the day of service. On Mondays, Wednesdays and Fridays the service is provided to communities north, south and east of Mariposa.



Table 9 summarizes the services available by area and day of the week. As shown in the table, Mari-Go fares vary by area and distance. In the South County area, within the Mariposa CDP, all rides are \$2 each way, with discounts for seniors. All other routes have a fare of \$2 for trips up to 2 miles in length and \$4 for trips outside the County. Fares have not been raised since July 1, 2010.



Table 9: Summary of Mariposa County Transit Services

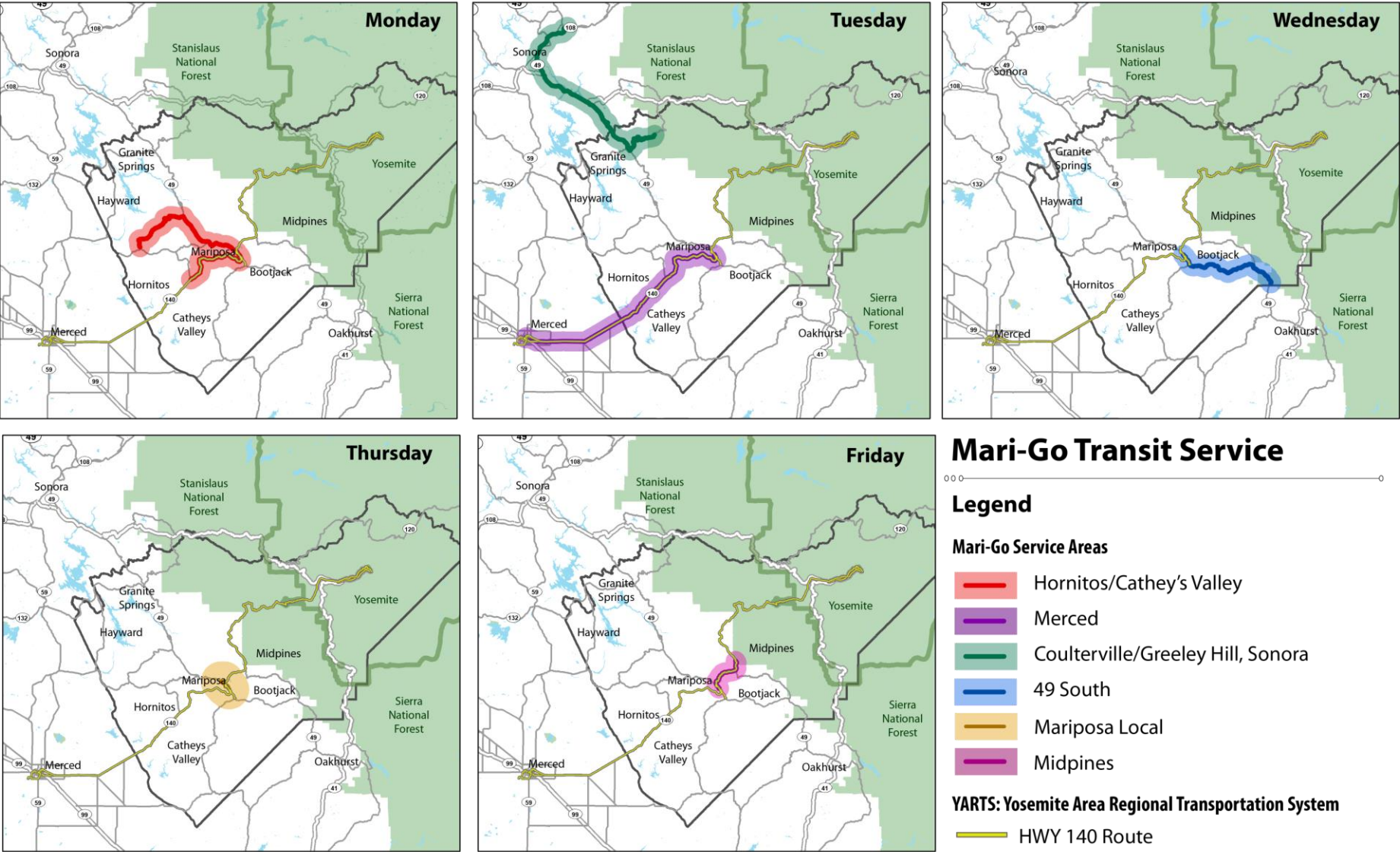
Service Day	Route	Fare
South County		
Monday	Hornitos, Bear Valley, Mt. Bullion and Cathey's Valley	\$2 for 2 miles or less
Tuesday	Mariposa to Merced	\$4 one-way from Mariposa to Merced
Wednesday	Highway 49 South (Bootjack)	\$2 for 2 miles or less
Thursday	Local service within Mariposa (within 3-mile radius of Transit Office)	\$2 one way \$1.00 for seniors \$1.00 round trip to Senior Center lunch
Friday	Midpines	\$2 for 2 miles or less
North County		
Tuesday	Greeley Hill and Coulterville to Sonora	\$4 one way

Source: Mariposa County, Walker Consultants, 2021.

Figure 9 displays the Mari-Go service corridors and areas that are served each day of the week that service is provided (Monday through Friday).



Figure 9: Mari-Go Service Area Map



Source: Walker Consultants, 2021.

Attachment: Mariposa County SRTP Final Draft Report 2021.09.08 (12027 : Receive Presentation from



Medi-Trans Service

Medi-Trans service is a curb-to-curb non-emergency medical transportation (NEMT) service for seniors, persons with disabilities, and veterans. The hours of service are typically 8:30 a.m. to 4:00 p.m. but can vary depending on the need. The service is available Monday through Friday, with the exception of holidays. Medi-Trans provides service for Mariposa County residents to travel to medical appointments and in-office procedures within Mariposa County, and to Merced, Oakhurst and Fresno. The service is available for medical trips such as doctor or dental appointments, trips to the pharmacy, or therapy appointment. The rider needs to be able to get to the vehicle, then the driver assists the passenger in and out of the vehicle.

Caregivers can accompany the passenger at no additional charge. Non-seniors are also served, if they are going to roughly the same place at the same time as a senior, and there would be no additional expense to Mariposa County Transit.

The service is funded through State Transit Assistance, 5311, and TDA funds. The fares for the service are listed below:

- Round trip fare outside of Mariposa County - \$15
- Local trip fare to appointments within Mariposa County - \$5

Many of the people who use the service use it for medical appointments out of town. The Medi-Trans service is highly utilized, and at times dispatchers have had to turn down requests for service. Due to the limited number of spaces available for Medi-Trans, passengers are encouraged to coordinate scheduling of a medical appointment with Medi-Trans to ensure availability at their desired time slot. Typically, a 2:00 p.m. medical appointment is the latest appointment that would be eligible for use of the Medi-Trans service.

Service Fleet

Table 10 includes a summary of Mariposa County Transit's fleet of 8 vehicles. All vehicles are housed at the senior center and are maintained by the Fleet Department of Public Works. All shuttles and vans are wheelchair accessible. Shuttles have lifts and minivans are ADA accessible with a manual ramp.

The Mari-Go service is provided with any of the 4 shuttle vehicles that have capacity for 11-16 passengers and 2 wheelchair positions. Medi-Transit service is generally provided with either the SUVs or the minivans, depending on passenger need.



Table 10: Mariposa County Transit Fleet

Vehicle ID	Year	Make/Model	Mileage	Seats	Wheelchair Capacity	Useful Life Benchmark (ULB)	Past ULB	Replacement Plan/Schedule
1	2015	Chevy Equinox 4WD	1,390,687	5	None	8	No	Maintain & monitor until FY2023
2	2017	Chevy Equinox 4WD	1,463,868	5	None	8	No	Maintain & monitor until FY2025
24	2007	Ford E-350 Braun	1,258,280	11	7 Passenger w/2 Wheelchairs	13	Yes	Replace w/same capacity by early FY 2022
25	2009	Starcraft Allstar Bus	1,335,793	16	10 Passenger w/2 Wheelchairs	8	Yes	Investigating funding sources to replace
26	2011	Starcraft Allstar Bus	1,366,250	16	10 Passenger w/2 Wheelchairs	8	Yes	Investigating funding sources to replace
27	2011	Starcraft Allstar Bus	1,366,251	16	10 Passenger w/2 Wheelchairs	8	Yes	Investigating funding sources to replace
28	2011	Dodge Grand Caravan	1,366,338	7	5 Passenger w/1 Wheelchair	7	Yes	Replace w/same capacity end of FY2021
29	2011	Eldorado Entervan	1,366,337	7	5 Passenger w/1 Wheelchair	7	Yes	Replace w/same capacity end of FY2021

Source: Mariposa County Transit, Walker Consultants, 2021.

Mariposa County Department of Health and Human Services Transportation

Human Services encompasses both Social Services and Behavioral Health. Within Social Services are Child Protective Services (CPS), Adult Services and Eligibility. Social Services vehicles are mostly automobiles for use by social workers and others on staff, but clients are occasionally transported using one of these vehicles. DHHS has roughly 14 to 15 vehicles which they use to transport clients.

CPS has six vehicles to transport children in protective services, consisting of one Safari van, one Chevrolet Impala, one Chevy Blazer, two Jeep Liberty SUVs, and one Jeep Moreno. Children in CPS include foster children and detained children, many of whom are low income. Any of the 14 CPS staff members are qualified to drive the van. Children are transported as needed, but typically there is at least one trip per day.

Mariposa County Transit Performance

Table 11 summarizes a nine-year financial and operating performance of the Mari-Go and Medi-Trans services.



Table 11: Nine-Year Mariposa County Transit Financial and Operating Performance

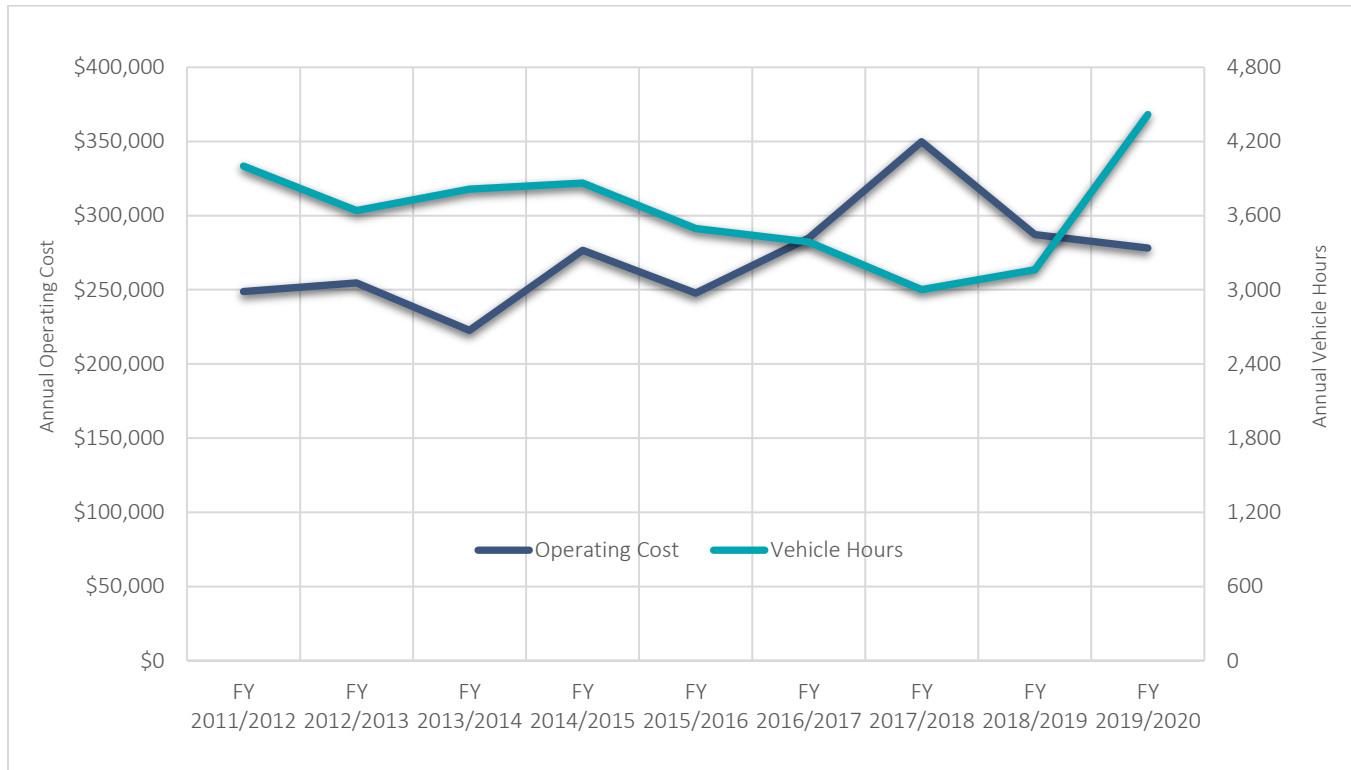
	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	FY 2015/2016	FY 2016/2017	FY 2017/2018	FY 2018/2019	FY 2019/2020
Service Operation Statistics									
Operating Cost	\$248,857	\$254,534	\$222,633	\$276,746	\$247,684	\$284,860	\$349,816	\$287,161	\$278,184
Passenger Trips	5,993	5,291	4,859	5,655	5,904	5,314	4,265	5,910	4,308
Service Hours	2,224	1,948	1,617	1,649	1,513	1,369	1,205	1,336	1,480
Vehicle Hours	4,000	3,640	3,813	3,863	3,497	3,387	3,002	3,162	4,418
Service Miles	48,242	46,052	49,265	49,158	42,683	40,900	33,921	35,510	44,063
Fare Revenue	\$33,082	\$40,658	\$32,579	\$45,462	\$38,428	\$37,423	\$45,907	\$70,638	59,562
Service Performance Indicators									
Cost per Passenger	\$41.52	\$48.11	\$45.82	\$48.94	\$41.95	\$53.61	\$82.02	\$48.59	\$64.57
Cost per Service Hour	\$111.90	\$130.66	\$137.68	\$167.83	\$163.70	\$208.08	\$290.30	\$214.94	\$187.96
Cost per Vehicle Hour	\$62.22	\$69.93	\$58.39	\$71.63	\$70.83	\$84.10	\$116.55	\$90.83	\$62.97
Pass. per Service Hour	2.69	2.72	3.00	3.43	3.90	3.88	3.54	4.42	2.91
Fare per Passenger	\$5.52	\$7.68	\$6.70	\$8.04	\$6.51	\$7.04	\$10.76	\$11.95	\$13.83
Subsidy per Passenger	\$36.00	\$40.42	\$39.11	\$40.90	\$35.44	\$46.56	\$71.26	\$36.64	\$50.75
Fare Recovery Ratio	13.29%	15.97%	14.63%	16.43%	15.51%	13.14%	13.12%	24.60%	21.41%
Service Hours Ratio	55.6%	53.5%	42.4%	42.7%	43.3%	40.4%	40.1%	42.3%	33.5%

Source: Mariposa County Transit, Walker Consultants, 2021.



Figure 10 displays the operating cost and vehicle hours over a nine-year period. As shown in the figure, operating cost has trended upward over the nine-year period, while vehicle hours have trended downward. Therefore, the cost per vehicle hour has been increasing over the nine-year period. Vehicle hours were significantly higher in FY 2019/2020 due to the modified service operation that was implemented during the COVID-19 pandemic. The main takeaway is that as operating costs have increased, fewer vehicle hours can be afforded.

Figure 10: Operating Cost and Vehicle Hours

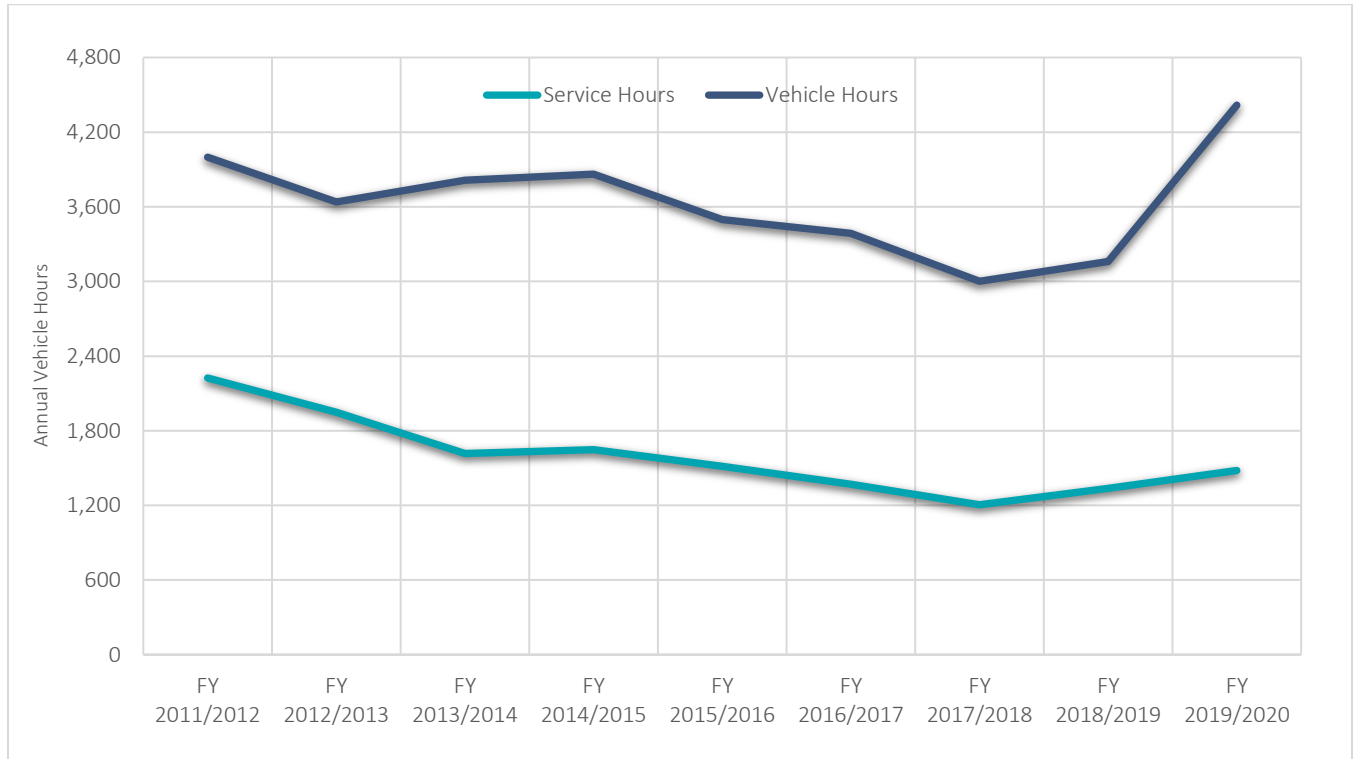


Source: Walker Consultants, 2021.

Figure 11 summarizes vehicle hours and service hours. Both the vehicle hours and service hours have trended downward for the past nine years. Again, vehicle hours trended upward during FY 2019/2020, due to the modified service operation during the COVID-19 pandemic.

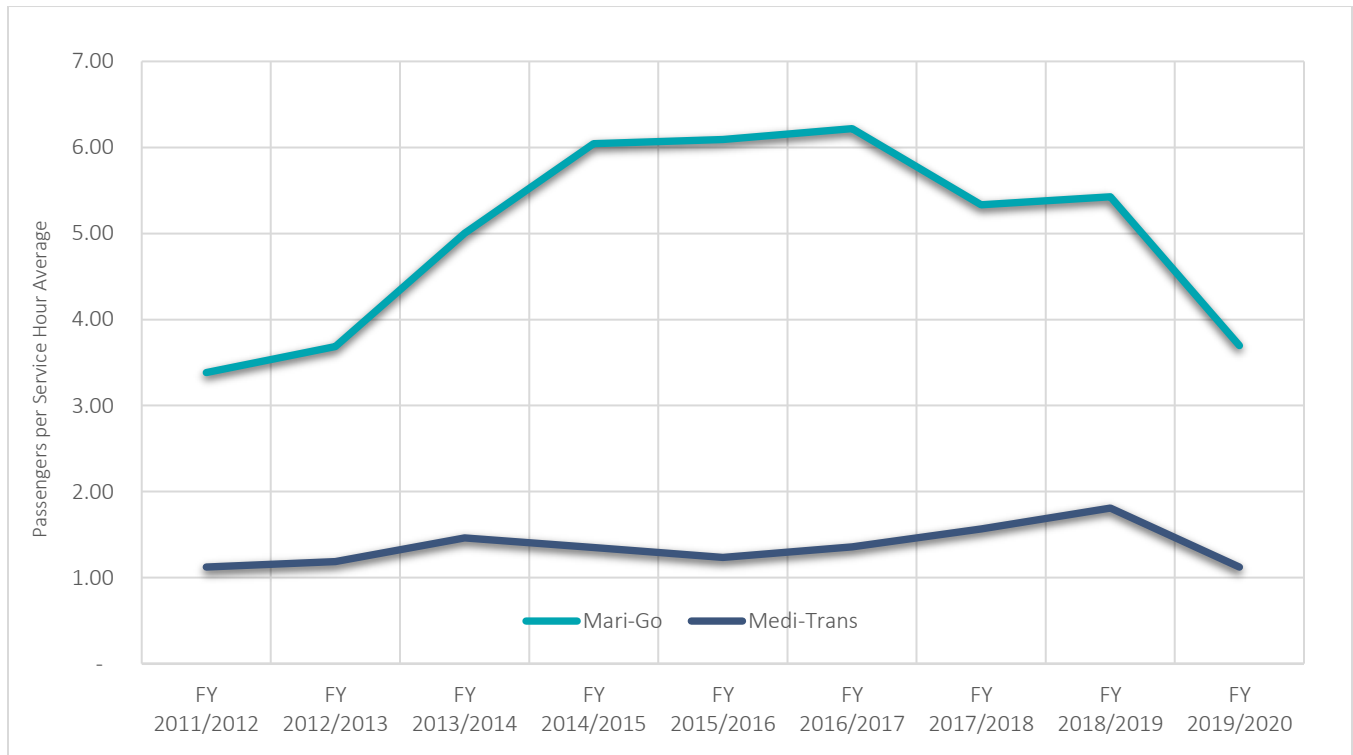
Figure 12 summarizes the passengers per service hour for the Mari-Go versus the Medi-Trans service. As shown in the figure, the Mari-Go service serves substantially more passengers per hour than the Medi-Trans service.

Figure 11: Vehicle Hours and Service Hours



Source: Walker Consultants, 2021.

Figure 12: Passengers per Service Hour

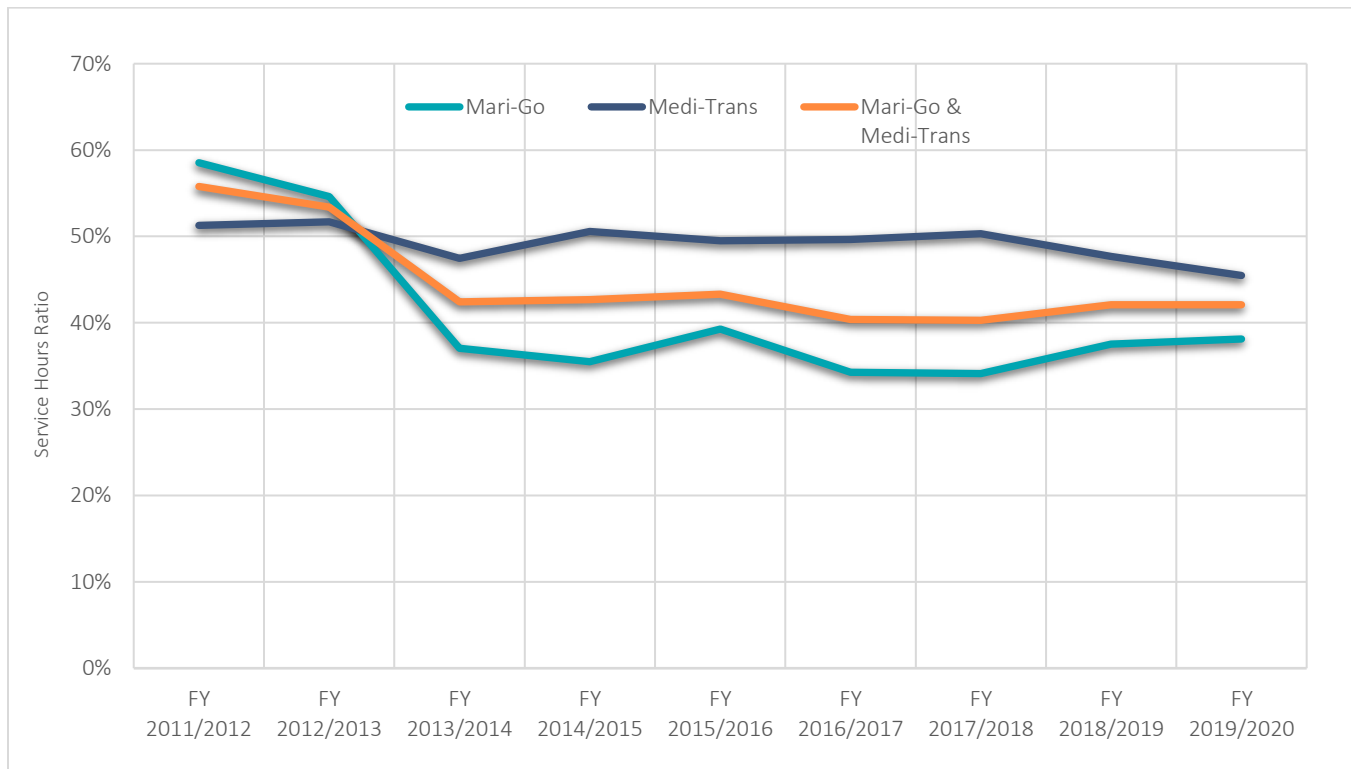


Source: Walker Consultants, 2021.

Figure 13 displays the ratio of service hours to vehicle hours for the Mari-Go and Medi-Trans services. Overall, the service efficiency of the Mariposa County Transit system has decreased to below 50%. This indicates that less than half of vehicle hours are spent operating service. Starting in FY 2013/2014, the Medi-Trans service had a higher ratio of service hour/vehicle hour than the Mari-Go service.

This is an area of concern. The service efficiency ratio of the Mari-Go service has been below 40% for the past 8 years. This indicates that vehicles are spending a good amount of time idling and not providing service, on a daily basis. Mari-Go should review the scheduling and reporting of its service and target an increase of its service efficiency to at least 50% in the next few years.

Figure 13: Service Efficiency Ratio (Service Hours per Vehicle Hours)



Source: Walker Consultants, 2021.

Local and Regional Transportation Services

This section provides an overview of transportation services provided in Mariposa County by other public transit agencies in the region.

Yosemite Area Regional Transportation System (YARTS)

The Yosemite Area Regional Transportation System (YARTS) began operating regional transit buses in year 2000 and provides public fixed-route transit service into Yosemite Valley in Yosemite National Park from various gateway communities in the eastern and western slopes of the Sierra Nevada Mountains. YARTS serves the counties of Fresno, Madera, Mariposa, Merced, Mono, and Tuolumne. YARTS also operates the National Park Service's Yosemite Valley shuttle bus system that provides free public access around Yosemite Valley.



YARTS operates one year-round route, the Merced – Hwy 140 route (from Merced to Yosemite Valley, via Mariposa) and three seasonal routes, typically from May to September, the Fresno – Hwy 41 route (from Fresno to Yosemite Valley, via Oakhurst), the Sonora – Hwy 120 route (from Sonora to Yosemite Valley), and the Mammoth Lakes – Hwy 120/395 route (from Mammoth Lakes to Yosemite Valley).

Both the Merced – Hwy 140 and Fresno – Hwy 41 routes provide service through communities in Mariposa County, with the Hwy 140 route providing service to Cathey’s Valley, Mariposa and Midpines, and the Hwy 41 route providing service to Wawona and Fish Camp.

YARTS fares vary based on distance, and all fares include the entrance fee to Yosemite National Park. Full fares are roughly equal to 18 cents per mile on the full length of the Hwy 120 route, and 15 cents per mile on the Hwy 140, Hwy 120/395, and Hwy 41 routes. Discounted fares are offered for persons 62 years old and older, children 12 years old and younger, and persons with disabilities. The discount is 18% on the Hwy 140 and Hwy 120 routes, 33% on the Hwy 41 route, but only 17% on the Hwy 120/395 route.

In addition to one-way and round-trip fares, commuter passes are offered on the Hwy 140 and Hwy 41 routes. Monthly passes, 20-ride passes, and 10-ride passes are all offered. The monthly pass and 20-ride passes are priced identically, while the 10-ride pass is offered for half the price. Commuter passes also vary based on distance. Table 12 summarizes service and fare cost for the four YARTS routes.

Table 12: Summary of YARTS Routes

Route	Time of Year	Communities Served	Inbound Trips to Yosemite	Outbound Trips from Yosemite	Round Trip and Monthly Pass Fares*
Hwy 140	365 days/year	Merced, Planada, Mariposa	8 trips in peak season 1 trip on weekends and holidays	9 trips in peak season 1 trip on weekends and holidays	Regular: \$6-\$25 Discounted: \$2-\$18 Monthly Pass/ 20 round trips: \$26-\$220
Hwy 41	7 days/week mid-May to mid-September	Fresno, Yosemite Lakes, Oakhurst	4 trips from Fresno to Yosemite Valley via Oakhurst 1 trip from Oakhurst to Yosemite Valley	4 trips from Yosemite Valley to Fresno via Oakhurst 1 trip from Yosemite Valley to Oakhurst	Regular: \$6-\$30 Discounted: \$4-\$20 Monthly Pass/ 20 round trips: \$33-\$252
Hwy 120	May 14 to September after Labor Day	Sonora/Jamestown	3 trips in the morning for most of summer Between May 14-28 and in September after Labor Day, one trip is operated daily	3 trips in the afternoon for most of summer Between May 14-28 and in September after Labor Day, one trip is operated daily	Regular: \$4-\$25 Discounted: \$3-\$18
Hwy 120 /395	7 days/week July 1 to Labor Day Only on weekends June through September	Mammoth Lakes, Jane Lake	2 trips	2 trips	Regular: \$6-\$36 Discounted: \$4-\$30

Source: YARTS Short Range Transit Plan 2019, Walker Consultants, 2021.

* Discounted fares are offered for persons 62 years old and older, children 12 years old and younger, and persons with disabilities. Discounted fares are 50% of the price of the regular fare. 10 round-trip passes are available for 50% of the price of a monthly pass.



Tuolumne County Transit

Tuolumne County Transit serves communities in Tuolumne County, including Sonora, Jamestown, Columbia, Tuolumne, Twain Harte, Sierra Village, Crystal Falls, and Groveland. Five fixed route services are offered which operate Monday through Friday, with limited service provided for select routes on Saturday. The fixed-route fares are \$2 (\$1 for seniors, ADA, Medicare, students, and veterans). Day passes are available for \$5/day and monthly passes are available for \$60 (\$40 for a discounted monthly pass, \$28 for a 15-ticket book, and \$14 for a discounted 15-ticket book).

General public on demand service is available to all riders with prior reservations. The general fare for the dial-a-ride service is \$3, the day pass is \$7, a 15-ticket book is \$45, and a monthly pass is \$100.

Tuolumne County Transit also operates the SkiBus, which provides services from Sonora to Dodge Ridge on weekends and holidays during the winter months. The fare for this service is \$10 round trip and \$25 for a family four pack. Additionally, Tuolumne County Transit operates a free summer trolley from 8:30 a.m. to 8:30 p.m. every Saturday from May through September.

Mariposa County residents can connect to Tuolumne County Transit on Tuesdays when the North County Mari-Go service goes to Sonora.

Merced County Transit (The Bus)

The Bus operates 15 fixed routes and two deviated fixed routes throughout Merced County and provides paratransit service for those qualifying individuals who cannot access the fixed route. The Bus can be accessed from Mariposa County by taking the YARTS bus to Merced. Transfers between YARTS and the Bus can be made at most of YARTS scheduled stops including the Merced Transit Center on 16th and O Streets. The service operates Monday through Friday from 6:00 a.m. to 7:30 p.m. and Saturday and Sunday from 8:00 a.m. to 5:30 p.m.

Local fixed route service is within a city or community including Merced-Atwater-Winton area and the fare is \$1.50. Intercity fixed route service is provided from any city or community to another, and the fare is \$3.00. Seniors, veterans and ADA eligible passengers can ride all fixed routes for free. The following passes are offered:

- **Regular fixed route pass:** unlimited use for 31 consecutive calendar days - \$60
- **Student route pass:** student unlimited use for 31 consecutive calendar days - \$45
- **Student semester pass:** unlimited use for either the spring semester (January through May) or the fall semester (August through December).
- **7-day pass:** unlimited use for seven consecutive calendar days from the date of the first use - \$20
- **All day local pass:** unlimited use on all fixed routes traveling within a city or community - \$3
- **All day intercity pass:** unlimited use on all fixed routes, including commuter routes - \$6

Greyhound

Merced is served by Greyhound bus at its downtown station. Mariposa County residents can ride YARTS to Merced and transfer to Greyhound. The Merced Greyhound station is located at 710 W 16th Street. Buses travelling northbound from Merced travel to Sacramento or San Francisco and southbound buses travel to Los Angeles. Typical one-way fares from Merced are listed below:



- Merced – Bay Area: 3 hours, \$26-\$41
- Merced – Sacramento: 2.5 hours, \$28 to \$55
- Merced – Los Angeles: 6 hours, \$40-\$91

Amtrak

The Amtrak San Joaquin operates between the southern terminus of Bakersfield and northern termini of Sacramento and San Francisco. The San Joaquin stops at the Merced station located at 324 W 24th Street. Mariposa County residents can connect to the Amtrak station in Merced via YARTS connector bus.

Taxi Service

Sierra Taxi is a taxi service operated out of Mariposa and provides taxi service in Mariposa County.

3. Stakeholder Outreach

3. Stakeholder Outreach

Driver and Dispatcher Interviews

To gain a better understanding of Mariposa County Transit services, interviews were conducted with drivers and dispatchers on April 27, 2021, and April 29, 2021. Key findings from these interviews are as follows:

Overview

- Mariposa County Transit recently moved from the Community Services Department to the Department of Health and Human Services.
- Rides for both Mari-Go and Medi-Trans are booked ahead of time by calling in.
- The population that uses Mari-Go is often seniors. New clients have been referred to the service from the Mariposa County Department of Health and Human Services. There tends to be a lot of repeat customers for the transit services.

Scheduling

- There are two dispatchers that are responsible for scheduling rides.
- Drivers work from 8:00 a.m. to 4:30 p.m. Typically the first pick-up is at 8:30 a.m. and try to have drivers back by 4:00 p.m. to complete the paperwork by 4:30 p.m.
- Drivers communicate with dispatcher via cell phone, radios are not often used. Cell service can be poor depending on the location in the County.
- For dispatchers, it takes time to train them and get them to know the layout of the town and learn how to schedule routes and get used to the system.
- A software system is not available to schedule rides, everything is done on a MS Excel spreadsheet, including the following information: pick up time, location, phone number, medical appointment time (if applicable), payment method, whether need a wheelchair lift, what kind of vehicle is needed (try to do medical vans for medical appointments). As riders call in, the dispatcher fills out the spreadsheet and prepares schedules for the next day. Drivers get a printed copy of the schedule and fill out throughout the day, as they pick up and drop off passengers. At the end of the day, drivers submit their completed forms, and the dispatcher enters it into Excel. Prior to September 2019, the schedules were hand-written. In October 2019, the Excel spreadsheet was started.
- Drivers need to review the area that they are serving ahead of time to determine the appropriate vehicle into the area, for example the width of the driveway may prohibit certain vehicles.
- There are visibility issues depending on the lighting and weather conditions (e.g., snow, wind, fires, floods). Animals can be in the middle of the road. These issues impact scheduling of rides early in the morning.



Vehicle Maintenance

- There is often a lack of staff to maintain the fleet vehicles, and drivers indicated that sometimes maintenance items are missed.
- Often times, there is a shortage of ADA accessible buses as they are in maintenance.

Mari-Go

- All riders are typically traveling in Mariposa County – different areas of the County are served on different days of the week. The service does not have a specific route.
- Schedule (prior to COVID):
 - Monday – Cathey’s Valley, Bear Valley
 - Tuesday – Merced
 - Wednesday – Highway 49 South, drivers referred as “grocery day”
 - Thursday – in and around Mariposa (3-mile radius)
 - Friday – Midpines area
- Certain days are busier than others – Wednesday is typically the busiest day, followed by Friday.
- 14 passenger buses are typically used for the service, seats were barricaded due to COVID-19, and vehicles were reduced to a 4 or 5-seat maximum capacity.
- When the bus arrives in town, drivers decide what order passengers are dropped off depending on their destinations. Passengers tend to do more than one thing in town.
- Sometimes drivers and dispatchers have to educate riders that there are certain areas served, and the service does not operate like a taxi service.
- During COVID, use of the Mari-Go service was limited. During COVID, Mariposa County Transit delivered groceries and pharmacy prescriptions.

Medi-Trans

- Medi-Trans is exclusively for medical trips on a first-come, first-served basis.
- Dispatchers will pair trips if people are going to a destination such as Fresno, at the same time.
- 90% of Medi-Trans users travel to appointments out of town, such as in Merced or Fresno.
- Medi-Trans provides service to physical therapy or medical appointments.
- The service accommodates walkers and wheelchairs.
- The call volume for the service has increased.
- Trips are made from Mariposa down to dialysis in Merced – there are sanitation considerations for dialysis patients.
- Mariposa County Transit delivered groceries to resident’s homes during COVID.
- Sometimes the driver days are longer than the 8:00 a.m. to 4:30 p.m., if a medical appointment is longer than anticipated, or trips are far away. Some trips can be very long – 450 miles round trip.
- If a trip is scheduled for a far-away destination such as Fresno, dispatchers check with drivers if they can arrive earlier.



- December, February, March are busy times for the service, as riders start working on insurance deductibles and there are more colds coming out of winter season. Slow times is August when doctors take their vacations.
- Typically, a 2:00 p.m. doctor's appointment would be the latest that would be scheduled.
- The Medi-Trans service is a popular service. At times, dispatchers have to turn down a lot of people, who have to say no to appointments.

Suggestions for Improvement

- Riders have suggested more drivers are needed.
- Field trips to places such as Yosemite would be helpful.
- Drivers and dispatchers suggest having a software system to make things easier with a tablet [on board the bus] than can be used.
- Drivers and dispatchers expressed that more drivers are needed for the service. Mariposa county is in the process of hiring additional drivers.
- Drivers expressed a desire that a document is created to see what maintenance has been done to the vehicle.
- Drivers expressed a desire that vehicles should be more easily identified with County-markings.
- There have been positive remarks about the services from riders, drivers try to be accommodating and are sensitive to client's needs and unique situation.
- Quite a few passengers ask about Mari-Go service to Oakhurst.
- Eventually would like to open the Mari-Go service to general population and have a set route with set destinations, such as the library, grocery store, etc.

Stakeholder Interviews

Walker interviewed individuals who could provide insight into current efforts that may inform the SRTP.

Mikey Goralnik, Mariposa County Department of Planning

The following are key findings from the discussion with Mikey Goralnik with the Mariposa County Department of Planning on June 21, 2021:

Population and Housing Trends

- While the population in the County is going down, senior population is going up.
- Some of the population is moving out of state to states such as Idaho and Wyoming.
- More high-income individuals are moving to Mariposa County, due to the ability to work remotely during COVID, and many of these individuals are moving into the rural parts of the County.
- More people are moving to the highway 49 corridor: Oakhurst, Bootjack, Ponderosa Basin, Ahwahnee, Nipinnawasee.
- There are issues with housing affordability in Mariposa County, which is in part due to the vacation rental market; therefore, it can be difficult for long-term residents to find a place to rent.
- There is a lack of housing for all users, from people with mental health issues, emergency shelters.



- It is challenging to add new housing supply due to landscape, topography and utility challenges.
- The County has hired a Housing staff member to help address the County's lack of housing availability.

Current and Future Projects and planning efforts in Mariposa County

- Caltrans is working on the Ferguson Rock Shed project for the Highway 140 Ferguson Slide Permanent Restoration Project.
- Caltrans is also leading a pedestrian safety improvement project, from the State Route 140 & Route 49 South junction to 12th Street. The project will include installation of pedestrian-activated signal phases, in-roadway warning lights, textured concrete crosswalks, sidewalk enhancements, historical style overhead lighting at intersections, ADA-compliant ramps with cast iron detectable warning pads, handrails, a raised textured concrete boardwalk within Art Park, and many more unique features.
- Mariposa County Department of Public Works received a disaster recovery federal grant for pedestrian improvements projects.
- Mariposa County Department of Public works is conducting a Safe Routes to School project in Downtown Mariposa.
- Mariposa County Department of Planning received a grant for the Mariposa Creek Parkway which include a linear park along Mariposa Creek in Mariposa.
- Mariposa County is working on a Mobility and Housing Strategy.
- Mariposa County has a Recreation and Resiliency Master Plan, which calls to improve the Midpines County Park to make it more of a destination for recreation, and to improve its resiliency.
- The Midpines County Park site is also the location of a YARTS bus stop and park-and-ride.

Debra Barcellos, Alliance for Community Transformation

The following are key findings from the discussion with Debra Barcellos with the Alliance for Community Transformation on June 30, 2021.

The Alliance for Community Transformations provides responsive and preventive services to individuals and families. The Alliance operates five programs in Mariposa County:

Programs

- Mountain Crisis Services – aimed to prevent domestic and sexual violence.
- Ethos Youth Center – empowers diverse young people in the community.
- Mariposa Heritage House – offers peer-counseling and recovery support services, drop-in center providing essential needs Monday through Friday from 8:00 a.m. – 5:00 p.m.
- Court-Appointed Special Advocates of Mariposa – volunteer advocacy for abused and neglected children.
- Connections - emergency shelter for people with a housing crisis .

Current transportation services

- Transportation to AA meetings, drug court appointments, behavioral health appointments.
- They currently operate a van that picks up three times per day to ensure homeless individuals can access services, including the Heritage House and emergency shelter.



Grants to expand transit services

- They recently applied for an implementation grant to purchase two vehicles (one for fixed route and one for health care), to bring back fixed route access to service in Mariposa – target population is those experiencing homeless or underserved population, but service would be open to the public:
 - The route would serve the emergency shelter, courthouse, library, legal self-help centers, schools, Pioneer Market, post office, park and ride, Health and Human Services, and the hospital.
- And another grant to hire a healthcare navigator to connect individuals to medical appointments.

Current housing and transportation issues

- There is tremendous need for housing in community.
- There is a lack of public transportation options in the community:
 - Mari-Go service needs to be booked in advance, and
 - YARTS fare can be cost prohibitive for low-income individuals (\$8 per ride, and a monthly pass is \$30-\$40). The YARTS fare from Mariposa to Merced is more than double that of the Mariposa County Transit fare.
- Communication and advertising strategies are different in the Mariposa community, social media will only work in certain parts of the community where they can afford the internet or have access to it.

Planning Advisory Committee

For the SRTP update, a Planning Advisory Committee was formed, a team of community-minded leaders helping to guide the project process and ensure the strategies and recommendations developed will work well for Mariposa County.

Planning Advisory Committee Meeting #1

The first Project Advisory Meeting occurred on June 23, 2021, and included a discussion of existing transit service needs, challenges and opportunities. The list of attendees at the first Project Advisory Committee Meeting included:

Mauricio Torres – Merced County Association of Governments
 Debra Barcellos – Alliance 4 You
 Margarita King – Mariposa County
 Jeannie Morvay- Clayton – Mariposa County
 Kelly Taute – Mariposa County
 Chrissy Mancini Nichols – Walker Consultants
 Manuel Soto – Walker Consultants
 Tania Schleck – Walker Consultants
 Kholoud Rashid – DRAIL
 Michael Cornwell – Mariposa County
 Joshua Skunca – Mariposa County

The following are key findings from the meeting discussion:



Existing Trends and Challenges

- In recent years, many people have moved from Mariposa to rural areas of the County.
- Majority of Mariposa County Transit riders do not pay standard fares, but rather use Area 12 on Aging (an agency on aging program provided by Mariposa County Health and Human Services) vouchers.
- The distance from Mariposa to [out of county] healthcare providers is far, often at least 45 minutes.
- A lack of sufficient funding for transit.
- For the existing Mariposa County transit services, need to call a week or two ahead to get a transit ride.
- Mariposa County does not currently have a thorough unmet needs assessment process.
- Lack of localized [transit] services in Mariposa.
- Finding sufficient drivers to grow the service is a challenge, need individuals who have transit certificate.
- Potentially unmet demand on the Highway 49 South corridor.
- General lack of sidewalks to access potential fixed-route service.

Local Stakeholder Needs and Initiatives

- Mariposa County Health and Human Services' public health clients are primarily the maternal child adolescence population. The existing concern is not having reliable transportation.
- The Disability Resources Agency for Independent Living (DRAIL) helps to provide back-up transportation services, such as transporting people to nearby hotels during power shut offs.
- Alliance 4 You works with low-income individuals who do not have access to a vehicle or cannot maintain vehicles and offers specific transportation services to a select population.
 - Provides food boxes to individuals.
 - Completed a County Medical Services Program Local Indigent Care Needs planning grant to identify the needs and barriers to individuals accessing healthcare (preventive and primary). Transportation was identified as a major barrier for the houseless population in accessing healthcare.
 - Applied for a grant to implement a program for healthcare navigation and transportation.
- Prior to COVID, Mariposa Health and Human Services implemented a pilot fixed route service in town that ran every hour, serving Health and Human Services, Heritage House drop-in center, Pioneer Market, and the courthouse area.
 - The service was provided using an 8-passenger van. Service was slow because an 8-passenger van takes longer to load and unload than a larger shuttle vehicle with wider doors and aisle to access seats. Access to seats in a van often requires other customers to get off and back on, slowing down the loading and unloading process.
 - There are plans to re-implement the service by mid-July [of 2021]. It would be beneficial to use a shuttle bus for this service.
- Merced County Association of Governments (MCAG)
 - MCAG provides administrative services and operational support for YARTS.
 - YARTS provides transportation from Mariposa to Yosemite National Park and from Merced to Yosemite National Park – service has historically been used primarily by tourists.
 - YARTS also serves the Midpines area and El Portal.
 - YARTS also operates a summer service from Sonora to Yosemite National Park.
 - YARTS manages the transit service in Merced, called The Bus.

- And recently implemented a micro-transit [on-demand shared-ride] service on the west side of Merced County using a third-party vendor (Ride-Co).
- YARTS has identified the service from Mariposa to Oakhurst as an additional corridor that would be provided by YARTS, if funding becomes available.

Desired Service Goals in the Next Five Years

- Fixed route service around town
 - Service should be predictable.
 - Rebranding of service so that people know the service is for the general public, not just seniors.
 - Infrastructure delineating fixed-route stops. YARTS bus stops have a pole, sign, and concrete pad for a ramp, and depending on location a shelter, trash cans and bike racks.
- The service should be accessible for everyone (general population, seniors and persons with disabilities).
- Current operation Monday through Friday during normal business hours; however, to attract younger riders the service needs to extend hours to weekends or later in the day on weekdays.
- Outreach efforts:
 - Mariposa County should display details of all the types of transportation services that are available or provided by the County on their website, similar to San Joaquin County.
 - Cell service is a challenge throughout the County; therefore, there is still a need for traditional methods like newspaper and radio ads, mailers, and flyers for advertising.
 - Better coordination between transit agencies could be helpful to promote awareness of services – there is currently a quarterly transit managers’ luncheon, where transit managers of surrounding counties meet to share knowledge and experiences.
 - Another option is to do an on-bus focus group or survey to gather rider feedback.
 - It would be helpful to disperse transit information to independent living centers.



Project Advisory Committee Meeting #2

The second Project Advisory meeting occurred on August 11, 2021 and included a discussion of draft SRTP recommendations. The list of attendees at the second Project Advisory Committee Meeting included:

Shannon Gadd – Mariposa County
 Jeannie Morvay-Clayton – Mariposa County
 Kelly Taute – Mariposa County
 Michael Cornwell – Mariposa County
 Donna Santi – Mariposa Safe Families
 Manuel Soto – Walker Consultants
 Chrissy Mancini Nichols – Walker Consultants
 Tania Schleck – Walker Consultants

The following are key findings from the meeting discussion:



- Potential unmet service needs
 - A route that brings people from the Coulterville area and brings to appointments and destinations in Mariposa
 - The possibility of operating on later hours and on Saturday (unmet need)
 - Cost of operating the service until 6:30 p.m. and to add Saturday service
 - Will need more drivers to operate this route
- Potential alternatives
 - Potential for County to pay people to operate private on-demand transportation programs
 - Potential to provide vouchers for TNCs such as Uber/Lyft
 - The fixed route service could be operated as a micro-transit service
- Community-based transportation such as taxis and TNCs are expensive— community relies on the Mari-Go transportation
- Keeping the service in-house versus contracting the service out
 - The potential to operate the service by a third-party similar to The Bus
 - Contracting service to a third-party can help save on operating costs
 - Third-party providers do not typically procure electric vehicles which could conflict with County goals
 - An analysis of current County staffing roles would be needed
 - There are benefits and considerations to both approaches
- Taxi service
 - There is a taxi service based in Merced
 - There is also a taxi service in Mariposa – Sierra Taxi – owned by George Ship service is operated out of Mariposa
- A lot of people in the County are unaware of current services, routes, schedules – ideas discussed to market the service include:
 - Rebranding the service
 - Targeted social media advertisement, including Facebook
 - Updating the Mariposa County website
 - Newsletters
 - Working with partners
 - Regular mailers to households in the County

Passengers Surveys

A passenger survey campaign was conducted during the month of June 2021. Passenger surveys were distributed on board of Mariposa County Transit buses for a period of four weeks, from June 1st to June 25th. A post card was also mailed to former riders of Mari-Go and Medi-Trans services. Both the on-board survey and postcard included a QR code with the option to fill out the survey online. This section provides a summary of the survey responses:

- 23 total people responded to the passenger surveys, 12 of which use Mari-Go and 11 of which use Medi-Trans.
- 16 surveys were filled out on-board buses and 7 surveys were filled out online.
- Not all survey respondents responded to each survey question; therefore, the number of responses often do not add up to the total number of surveys issued.

Mari-Go Users

- Respondents live in the Town of Mariposa (5 respondents), Coulterville (2 respondents), and Cathey's Valley (2 respondents).
- The most common trip destination that Mari-Go passengers reported was medical (5 respondents) followed by shopping (4 respondents) and work (1 respondent).
- Respondents reported that their trip started in Mariposa (3 respondents), Coulterville (2 respondents), Cathey's Valley (1 respondent), and Bootjack (1 respondent), and ended in Mariposa (2 respondents), Coulterville (2 respondents), Cathey's Valley (2 respondents), and Merced (1 respondent). Everyone who responded was making a round-trip.
- Respondents reported that once they are dropped off, they either walk or get a ride to their destination.
- 1 respondent indicated they transferred to/from YARTS, and 1 respondent indicated they transferred to/from The Bus.
- 5 respondents indicated that if the service was not available, they would not make their trip, and 4 respondents indicated they would get a ride from someone.
- When asked to rate the service, all respondents either "strongly agree" or "agree" that the driver was courteous, and that the vehicle was clean and comfortable, and the fare is reasonable.
- All but 1 respondent reported that arranging a ride is easy and that the scheduled hours and days meet their needs. However, only 2 respondents reported that the website and printed brochure have the information they need.
- Overall, 7 out of 9 respondents rated the service as "excellent," 1 passenger rated the service as "very good," and 1 rated the service as "poor."
- When asked to select the top 3 improvements they would like to see implemented on the Mari-Go service, the top responses were "early morning service," "Saturday service," and "more frequent service."
- 2 respondents reported that they use Mari-Go for five or more trips per week, 1 respondent takes two to three trips per week, 3 respondents take one trip per week, and 3 respondents take two to three trips per month.
- Respondents reported that they have used the service for some time, ranging from riding the Mari-Go service less than six months (2 respondents), six months-one year (2 respondents), one to three years (2 respondents), three to five years (1 respondent), and more than five years (2 respondents).
- Demographic characteristics of the riders were as follows:
 - 6 male respondents and 4 female respondents
 - 1 respondent was under 16 years old, 1 was in the 25-44 years of age, 2 were 45-64 years old, 4 were 65-74 years old, and 2 were 75 years or older.
 - When asked about annual household income, 5 respondents reported under \$15,000 per year, 3 respondents reported \$15,001-\$30,000 per year, and 1 respondent reported \$30,001-\$45,000.
- When asked to include additional comments, respondents indicated drivers are helpful and the service meets their needs.
- One respondent indicated that they have difficulty getting a ride on the bus.


MARIPOSA COUNTY
CALIFORNIA


HELP IMPROVE TRANSIT SERVICE IN MARIPOSA COUNTY ON MARI-GO

Mariposa County Transit is conducting a passenger survey to evaluate the Mari-Go and Medi-Trans services and assess your transit needs. Your response is very important to plan and improve transit services.

Please help us improve your service by completing this survey. Your answers are completely confidential!

<https://www.surveymonkey.com/r/Mari-Go>



SCAN ME

Medi-Trans Users

- Most respondents live in the Town of Mariposa and 1 respondent lives in Cathey's Valley.
- All respondents were using the Medi-trans service for a medical appointment.
- Respondents reported that their trip started in Mariposa (5 respondents), Midpines (2 respondents), Hunters Valley (1 respondent) and Mt. Bullion (1 respondent), and ended in Merced (4 respondents), Mariposa (3 respondents), Hunters Valley (1 respondent), Fresno (1 respondent), and Los Baños (1 respondent). Most (9 out of 12) respondents were making a round trip.
- Similar to Mari-Go respondents, approximately half of Medi-Trans respondents indicated that if the Medi-Trans service was not available, they would not make their trip.
- When asked to rate the Medi-Trans service, similar to Mari-Go respondents, all respondents either indicated that they "agree" or "strongly agree" that the driver was courteous and helpful, the vehicle is clean, the scheduled hours and days meet their needs, and the fare was reasonable.
- All except for 1 respondent either "agree" or "strongly agree" that the vehicle was comfortable, and all except for 2 respondents indicated that arranging for a ride is easy. 7
- However, only 2 respondents indicated the website and printed brochure has the information they needed.
- Overall, 6 respondents rated the service as "excellent," 3 respondents rated the service as "very good," and 2 respondents rated the service as "good."
- As with the Mari-Go respondents, when asked to select the top three improvements they would like to see implemented on the Medi-Trans service, the top responses were "more frequent service," "Saturday service," and "earlier morning service."
- When asked about what other areas or destinations they would like to see served by Medi-Trans, respondents listed Fresno, Oakhurst, and Merced.
- 4 respondents reported that they take Medi-Trans two to four times per year, 4 respondents reported that they take the service once per week, 1 respondent reported that they take the service two to three times per month, and 2 respondents reported that they take the service very rarely.
- Similar to the Mari-Go respondents, Medi-Trans respondents ranged from riding the Mari-Go service less than six months (2 respondents), six months to one year (3 respondents), one to three years (3 respondents), three to five years (1 respondent), and more than five years (2 respondents).
- Demographic characteristics of the riders are as follows:
 - 10 female respondents and 1 male respondent.
 - 4 respondents were 45-64 years old, 1 respondent was 65-74 years old, and 6 respondents were 75 years or older.
 - When asked about annual household income, 3 respondents reported under \$15,000, 4 respondents reported \$15,000-\$30,000, and 2 respondents reported \$30,001-\$45,000.
- When asked to include additional comments, respondents indicated that they were thankful for the service. One respondent filed a complaint about a driver indicating the following: "filed official complaint about driver that was eating and drinking while driving and looking back while talking to passenger. Left us waiting on the bus while she got off at Walmart for 30 minutes, texting and meeting boyfriend at In&Out Burger. I avoid riding with her."

4. Peer Transit Agency Review

4. Peer Transit Agency Review

A peer review was conducted of transit providers comparable to Mariposa County Transit. The transit agencies selected are consistent with those selected in the previous Mariposa County Transit Short Range Transit Plan prepared in August 2011. The transit agencies selected operate primarily in a rural environment, are largely dial-a-ride services and provide connections to a larger regional transit network. The dial-a-ride services from the following transit agencies were evaluated:

- Eastern Sierra Transit Authority
- Lassen Transit Service Agency
- Tuolumne County Transit
- Douglas Rides Community Transportation

Eastern Sierra Transit Authority

In 2006, Inyo and Mono counties, together with the City of Bishop and the Town of Mammoth Lakes, entered into a Joint Powers Agreement (JPA) to administer and operate the Eastern Sierra Transit Authority (ESTA). ESTA provides service for the four member jurisdictions and throughout the Eastern Sierra region. ESTA offers a variety of bus services, including deviated fixed routes, local in-town dial-a-ride services, town-to-town services, and interregional service.

There are four dial-a-ride services within the ESTA service area, serving in and around Bishop and Lone Pine in Inyo County, and Mammoth and Walker in Mono County. All four services are provided year-round and serve both general public and special needs riders. Similar to Mari-Go, riders call dispatch to schedule a ride during operating hours. Each of the four services have a different dispatch number. Each service is divided into two or more zones, and unlike Mari-Go in which a different portion of the County is served each day of the week, in most cases, the ESTA service is operated in the entire service area each day of the week the service is in operation. A discounted fare is offered for persons with disabilities, seniors 60 years and older, and youth passengers 5 to 15 years old. Children under 5 years old and Personal Care Attendants ride for free when accompanied by paying passenger. All four of the services provide curb-to-curb service. Each trip is scheduled within a 20-minute pick-up window. Riders are picked up by the next available driver, and wait times vary depending on the dial-a-ride service demand. Priority for the service is given to seniors and people with disabilities.

- The Bishop dial-a-ride service operates Monday through Thursday from 7:00 a.m. to 5:30 p.m., Friday from 7:00 a.m. to 10:00 p.m., Saturday from 8:30 a.m. to 10:00 p.m., and Sunday from 8:00 a.m. to 1:00 p.m. The service consists of two zones: one within the greater Bishop area and another in the outlying areas (fare are \$3.00 and \$4.20 per one-way trip, depending on the zone). There is also “check point” dial-a-ride service, where riders are taken to their desired location within the service area, and this service is \$1.00 cheaper per ride.
- The Lone Pine dial-a-ride service operates Monday through Friday from 7:30 a.m. to 3:30 p.m. and consists of two zones: one within the greater Lone Pine area and another in the outlying area of Alabama Hills (fare is \$4.20 per one-way trip).
- The Mammoth Lakes dial-a-ride service operates Monday through Friday from 8:00 a.m. to 5:00 p.m. and consists of two zones: one within the greater Mammoth area and one in the outlying areas of Mammoth



Airport and Mammoth Mountain Ski Area Main Lodge (fares are \$2.40 to \$4.20 per one-way trip, depending on the zone).

- The Walker dial-a-ride service operates Monday, Wednesday, Thursday, and Friday from 8:00 a.m. to 4:00 p.m., and consists of four zones: Walker, Coleville, Topaz, Topaz Lodge, and Holbrook Junction (fares are \$3.00 to \$6.50 per one-way trip, depending on the zone).

Monthly passes are also available for dial-a-ride services and can be purchased online. A 30-day pass for all areas is available for \$86.40 to \$108.00. Dial-a-ride 10-ride ticket books are available for Bishop, Lone Pine and Mammoth Lakes for \$21.60 to \$27.00.

Lassen Transit Service Agency

Lassen Rural Bus (LRB) provides dial-a-ride service that complements the Susanville City fixed route service. Outside Susanville City limits, the fixed route bus will deviate up to three-quarters of a mile from its normal route to pick up an eligible rider at a more suitable or accessible location. Within Susanville City limits, LRB will typically use dial-a-ride to pick up passengers and bring them to their destination.

To book a ride, riders must call at least one day in advance of their scheduled ride time. All dial-a-ride passenger trips are \$1.75 per trip. If an attendant or caregiver is necessary to provide assistance to a passenger, their trip is free of charge. The service is in operation Monday through Friday from 7:00 a.m. to 6:52 p.m. and on Saturday from 8:00 a.m. to 3:52 p.m. The bus arrives within 15 minutes before or after the scheduled time of the ride.

Tuolumne County Transit

Tuolumne County Transit operates dial-a-ride service within three quarters of a mile of all fixed routes Monday through Friday from 6:00 a.m. to 8:00 p.m. and 11:00 a.m. to 4:00 p.m. on Saturday. Unlike Mari-Go, the service is offered in the entire service area each day of the week that service is provided. The service is available on weekdays for ADA-certified and non-certified people with disabilities and seniors who are 60 years or older. On Saturdays, the service is available to the general public if space is available. The dial-a-ride general fare is \$3.00 per passenger for a one-way trip. A dial-a-ride day pass is available for \$7.00 and is valid for unlimited trips on the day in which it was first used. A dial-a-ride monthly pass is \$100 and is valid for dial-a-ride and fixed route services. Dial-a-ride 15-ride ticket books are also available for \$45.00.

Riders call to make a reservation for service at least one day in advance of the scheduled ride. Same day service may be accommodated on a space available basis. The bus arrives within 15 minutes before or after the scheduled time of the ride.

Douglas Rides Community Transportation

Douglas Rides is a network of community transportation services, including Dial-a-Ride, for Douglas County, Oregon. Douglas Rides offers transportation services for six service area: Reedsport, Yoncalla/Drain/Elkton, Sutherlin/Oakland, Roseburg, Winston, and Myrtle Creek/Riddle/Canyonville. The dial-a-ride service is provided free of charge, with the exception of Reedsport. Dial-a-ride service is open to the general public, but older adults and persons with disabilities receive priority if space is limited. Service is provided in all service areas Monday through Friday, and the hours of operation vary depending on the service area. Advanced reservations (prior day

or sooner) are preferred, but same day requests are accepted on a space available basis. Reservations can be made via phone or online.

Operating Characteristics and System Performance

This section includes a summary of the peer agency characteristics, as well as financial and operating performance data. The data was extracted from the Federal Transit Administration National Transit Database (NTP) from calendar year 2019 (the most recent available year on the NTP website). The following performance measures were benchmarked across the peer agencies:

- **Farebox Recovery Ratio:** Calculated by dividing all farebox revenue by total operating costs.
- **Operating Cost per Passenger Trip:** Calculated by dividing all operating costs by total unlinked boardings.
- **Subsidy per Passenger Trip:** Calculated by subtracting farebox revenue from operating costs and dividing by total passenger trips. This measure is useful when service cuts or enhancements are being considered.
- **Operating Cost per Revenue Hour:** Calculated by dividing all operating and administrative costs by the total number of vehicle revenue hours (with revenue hours defined as time when the vehicle is in service). Operating cost per revenue hour measures system-wide efficiency and should be tracked on a monthly and annual basis.
- **Passenger Trips per Revenue Hour:** Calculated by dividing the total number of passenger trips by the total number of vehicle revenue hours. The number of passengers per hour is a good measure of service productivity.

Table 13 below provides a summary of the peer agencies' service areas, including size of service area, population, density of population and types of service offered.

Table 13: Peer Agencies' Service Area Characteristics

	Mariposa County Transit	Eastern Sierra Transit Authority	Lassen Transit Service Agency	Tuolumne County Transit	Douglas Rides Community Transportation
Location	Mariposa County, CA	Inyo and Mono Counties, CA	Lassen County, CA	Tuolumne County, CA	Douglas County, OR
Type of Service	Dial-a-Ride for medical and non-medical trips	Dial-a-Ride for general public and persons with special needs	Dial-a-Ride for seniors/persons with disabilities	Dial-a-Ride for seniors/persons with disabilities	Dial-a-Ride for general public, seniors, and person with disabilities
Service Area (sq. miles)	1,448	13,226	4,540	2,220	5,034
Population	17,420	32,287	30,818	54,045	109,114
Population Density (persons/sq. mile)	12	2	7	24	22
Largest Community	Mariposa	Mammoth Lakes	Susanville	Sonora	Roseburg
Population of Largest Community (2019)	1,186	8,169	15,064	4,844	23,083

Source: Population and Service area statistics source is 2019 American Community Survey 5-Year Estimates. Financial and Operating Statistics and Performance Indicators source is Federal Transit Administration National Transit Database 2019 Transit Agency Profiles.



Table 14 below provides a summary of operating statistics, costs and revenue for each peer agency. Mariposa County operates a similar number of revenue hours than Lassen Transit, but twice as many revenue miles, while carrying about one third of the riders.

Table 14: Financial and Operating Statistics of Peers

Operating Statistics	Mariposa County Transit	Eastern Sierra Transit Authority	Lassen Transit Service Agency	Tuolumne County Transit	Douglas Rides Community Transportation
Vehicle Revenue Miles	35,510	165,559	15,897	130,882	258,437
Vehicle Revenue Hours	1,336	17,821	1,165	8,904	21,845
Unlinked Boardings	5,910	57,722	21,791	32,008	42,417
Operating Costs	\$287,161	\$1,142,581	\$128,097	\$924,645	\$598,109
Fare Revenue	\$70,638	\$137,339	\$56,277	\$83,197	\$13,511

Source: Population and Service area statistics source is 2019 American Community Survey 5-Year Estimates. Financial and Operating Statistics and Performance Indicators source is Federal Transit Administration National Transit Database 2019 Transit Agency Profiles.

Table 15 summarizes performance by peer agency. Overall, Mariposa County Transit has, by far, the highest operating cost per revenue hour and the highest operating cost per passenger trip as compared to peer agencies. However, Mariposa County Transit has the second highest farebox recovery ratio, passenger trip per revenue hour, and fare revenue per passenger trip.

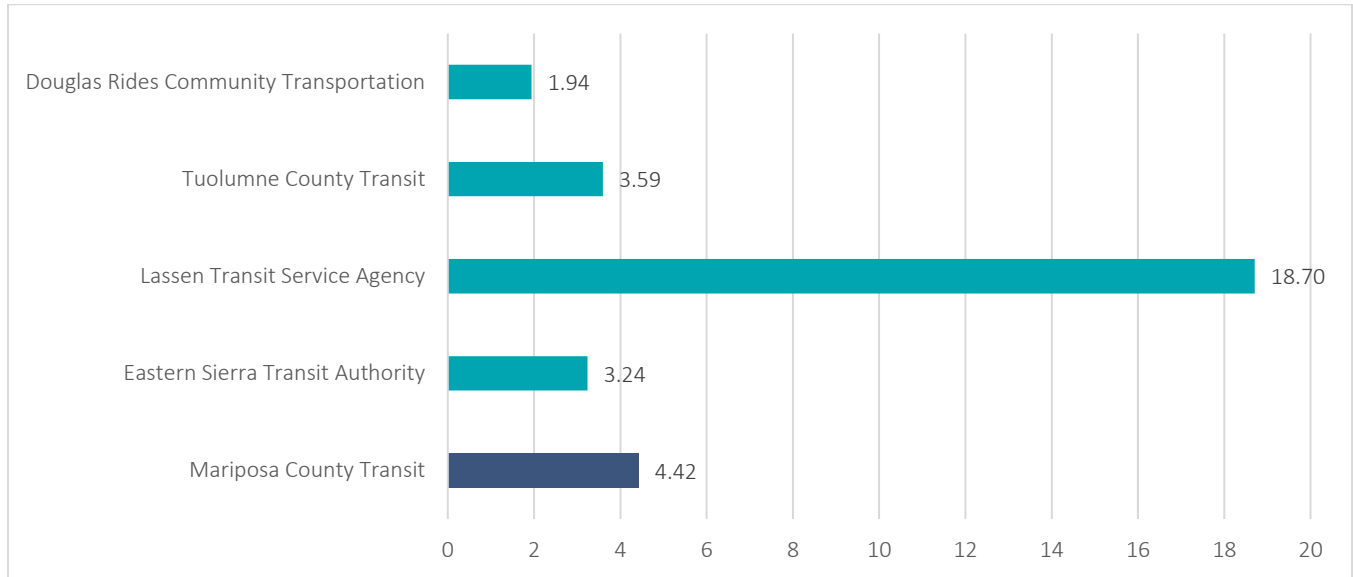
Table 15: Performance Indicators of Peers

Performance Indicator	Mariposa County Transit	Eastern Sierra Transit Authority	Lassen Transit Service Agency	Tuolumne County Transit	Douglas Rides Community Transportation
Farebox Recovery %	24.6%	12.0%	43.9%	9.0%	2.3%
Cost per Boarding	\$48.59	\$19.79	\$5.88	\$28.89	\$14.10
Subsidy per Boarding	\$36.64	\$17.42	\$3.30	\$26.29	\$13.78
Fare Revenue per Passenger Trip	\$11.95	\$2.38	\$2.58	\$2.60	\$0.32
Cost per Revenue Hour	\$214.94	\$64.11	\$109.95	\$103.85	\$27.38
Boardings per Revenue Hour	4.42	3.24	18.70	3.59	1.94

Source: Population and Service area statistics source is 2019 American Community Survey 5-Year Estimates. Financial and Operating Statistics and Performance Indicators source is Federal Transit Administration National Transit Database 2019 Transit Agency Profiles.

Figure 14 summarizes passengers per revenue hour. Mariposa County Transit has 4.42 passengers per revenue hour, which is the second highest of the peer transit agencies. Lassen Transit Service Agency has the highest productivity at 18.70 passengers per revenue hour.

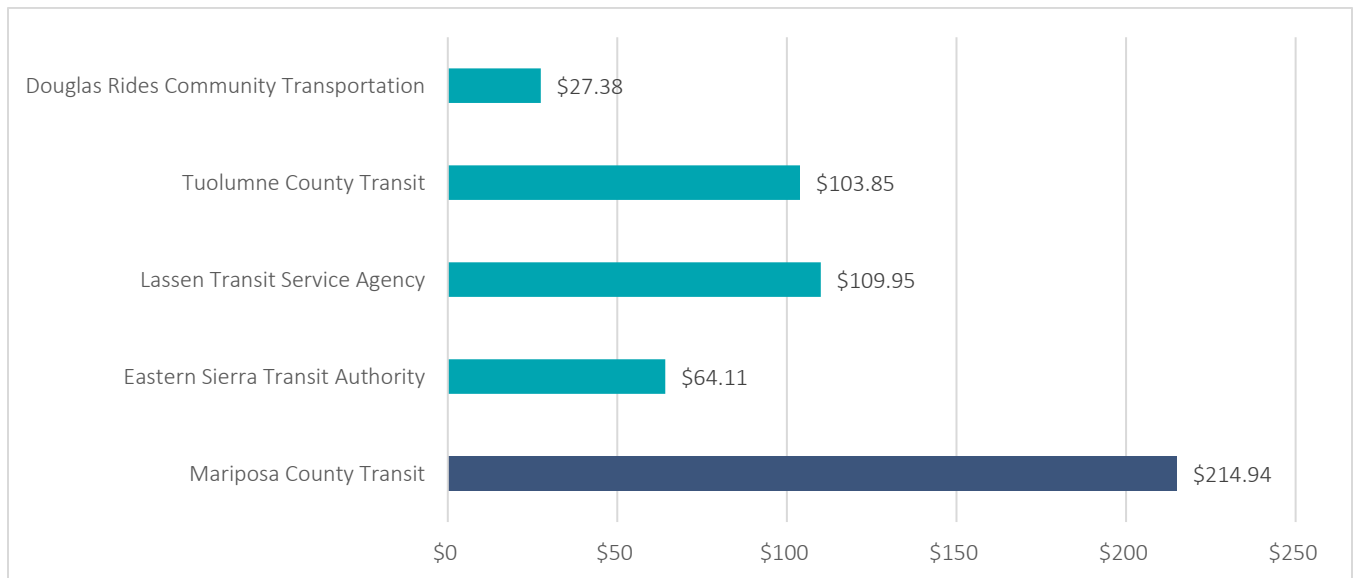
Figure 14: Passengers per Revenue Hour



Source: data - Federal Transit Administration National Transit Database 2019 Transit Agency Profiles

Figure 15 summarizes the operating cost per revenue hour. Mariposa County Transit has the highest operating cost per revenue hour at \$214.94, which is almost double that of the second highest (Lassen Transit Service Agency at \$109.95).

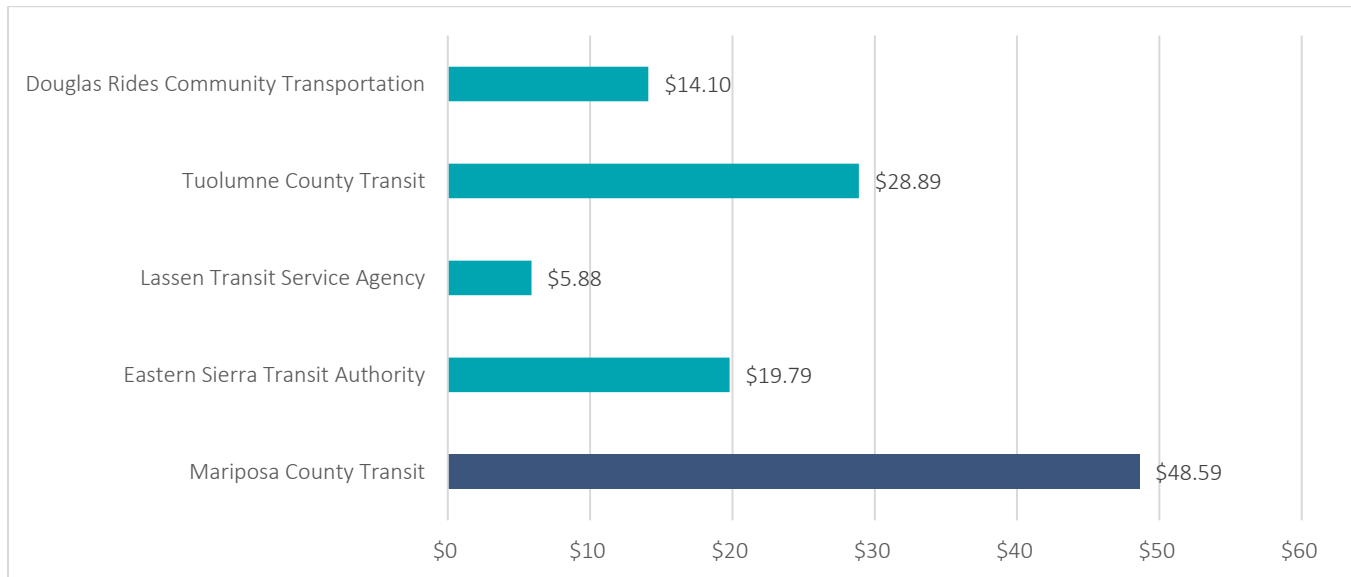
Figure 15: Operating Cost per Revenue Hour



Source: data - Federal Transit Administration National Transit Database 2019 Transit Agency Profiles

Figure 16 summarizes the operating cost per passenger trip. Mariposa County Transit has the highest operating cost per passenger trip (\$48.59) as compared to the peer transit agencies.

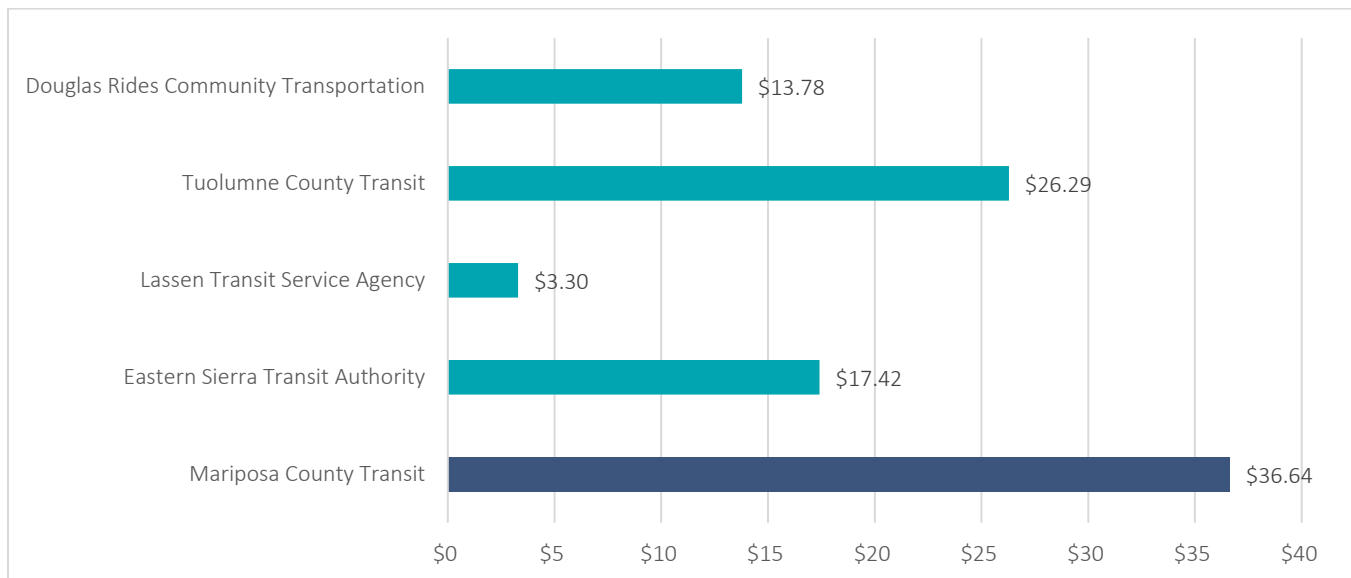
Figure 16: Operating Cost per Passenger Trip



Source: data - Federal Transit Administration National Transit Database 2019 Transit Agency Profiles

Figure 17 summarizes the subsidy per passenger trip. Mariposa County Transit has the highest subsidy per passenger trip (\$36.64) as compared to the peer transit agencies.

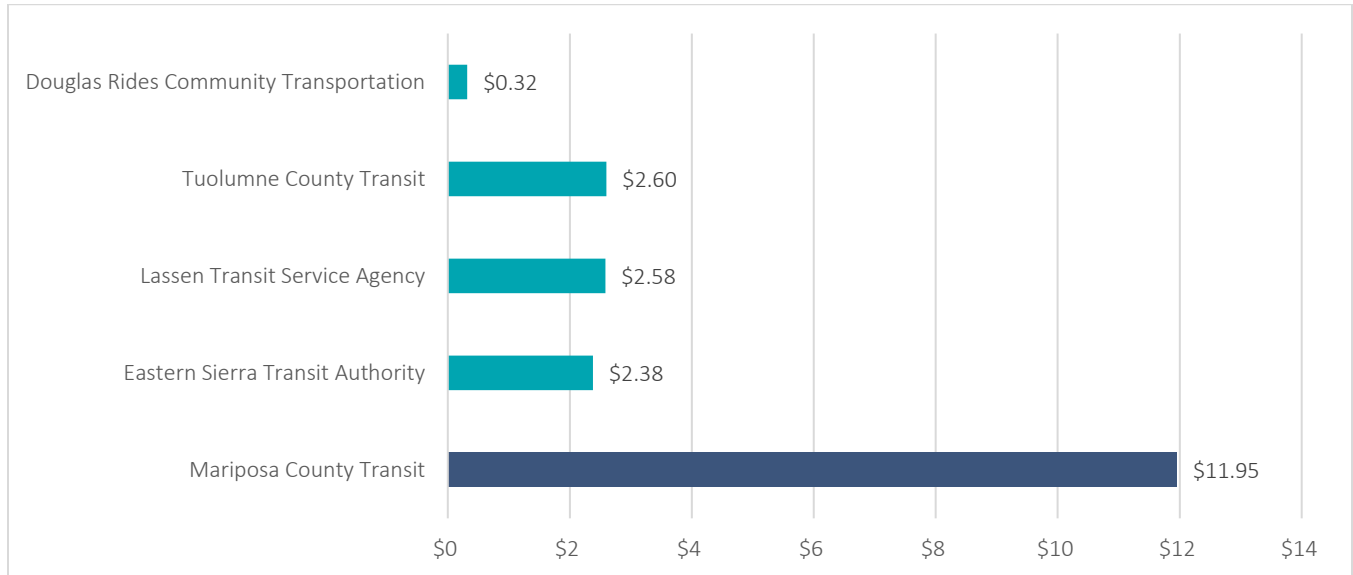
Figure 17: Subsidy per Passenger Trip



Source: data - Federal Transit Administration National Transit Database 2019 Transit Agency Profiles

Figure 18 summarizes the fare revenue per passenger trip. Mariposa County Transit has the highest fare revenue per passenger trip by far (\$11.95 versus \$2.60 for Tuolumne County Transit, the second highest fare revenue per passenger trip).

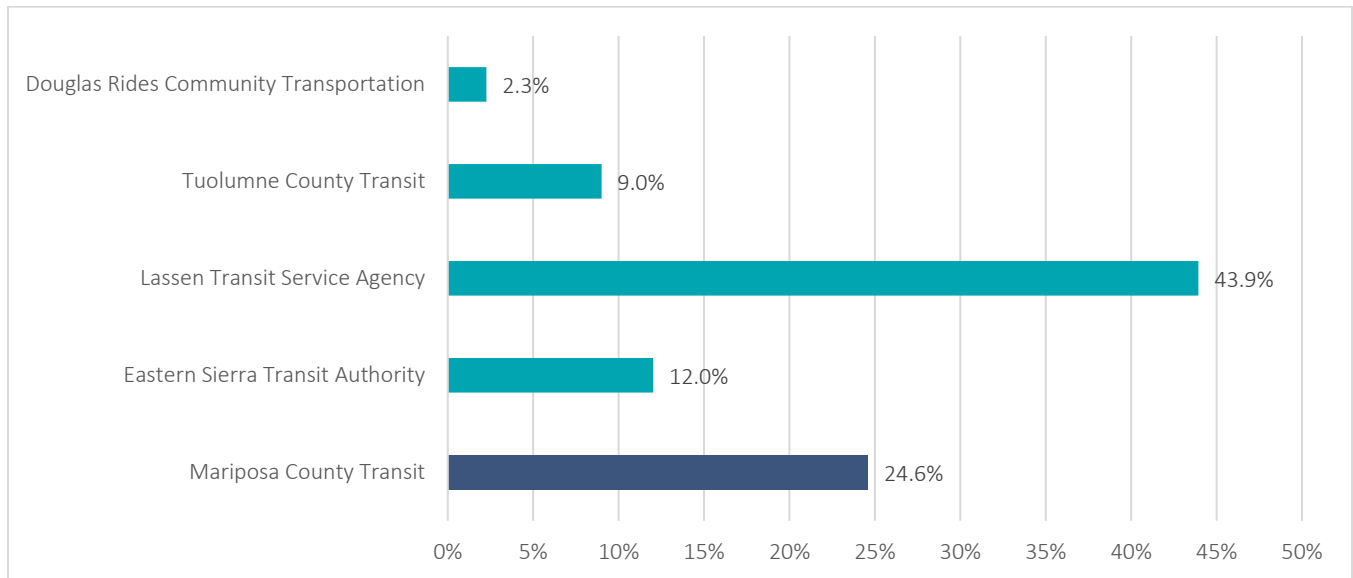
Figure 18: Fare Revenue/Passenger Trip



Source: data - Federal Transit Administration National Transit Database 2019 Transit Agency Profiles

Figure 19 summarizes the farebox recovery ratio. Mariposa County Transit has the second highest farebox recovery ratio (24.6%). Lassen Transit Service Agency has the highest farebox recovery ratio of all the peer agencies (43.9%).

Figure 19: Farebox Recovery Ratio



Source: data - Federal Transit Administration National Transit Database 2019 Transit Agency Profiles

5. Capital and Financial Plan

5. Capital and Financial Plan

This section presents the operating and capital needs of Mariposa County Transit for a six-year projection period. First, this chapter presents operating costs and key assumptions followed by a review of projected performance indicators. Then, this chapter discusses capital needs including vehicle replacements and other capital projects. The section concludes with a five-year funding plan outlining existing funding sources and potential new funding opportunities.

Revenue Sources

The current sources of funding for Mariposa County Transit's operating costs include Transportation Development Act's (TDA) Local Transportation Fund and State Transit Assistance fund, Federal Transit Administration (FTA) 5311, Area Agency on Aging (AAA), and Passenger Fares.

Transportation Development Act (TDA)

The State of California Transportation Development Act of 1971 provides funding for transit and non-transit related purposes that comply with regional transportation plans. TDA established two funding sources: the Local Transportation Fund (LTF) and the State Transit Assistance (STA) Fund.

Local Transportation Fund (LTF)

The Local Transportation Fund (LTF) is derived from a one-quarter cent of the general sales tax collected statewide. The State Board of Equalization, based on sales tax collected in each county, returns the general sales tax revenues to each county's LTF. Each county then apportions the LTF funds based on population. Provided that certain conditions are met, counties with a population under 500,000 (per the 1970 US Census) may also use the LTF funds for local streets and roads, construction, and maintenance. Mariposa County Transit LTF allocation was \$15,000 in FY 2020/2021. While inflation may increase the sales tax amount, the funding is also based on population, which is expected to slightly decline in Mariposa County. Therefore, this plan projects that LTF funds will stay constant. Mariposa County Transit also received \$190,000 of LTF funds in FY 2020/2021 to pass through to YARTS. This plan assumes that this amount will also stay constant.

State Transit Assistance (STA)

The State Transit Assistance (STA) funds are derived from a statewide tax on diesel fuel and appropriated by the legislature to the State Controller's Office (SCO). The SCO then allocates the tax revenue, by formula, to planning agencies and other selected agencies. Statute requires that 50 percent of STA funds be allocated according to population and 50 percent be allocated according to transit operator revenues from the prior fiscal year. The STA funds can only be used for transportation planning and mass transportation purposes. Mariposa County Transit was allocated \$186,536 in STA funds for FY 2020/2021. Similar to the LTF funds, this plan projects that STA funds will stay constant.



Federal Transit Administration (FTA) 5311

FTA 5311 (Formula Grants for Rural Areas) funds are distributed to non-urbanized areas with populations under 50,000 people. The funds can be used for transit operating or capital expenses. The fund allocation is based on actual expenses from the prior fiscal year. Mariposa County Transit was allocated \$110,488 in FY 2020/2021. This plan assumes that the 5311 funds will increase by two (2) percent per year, consistent with the operating expense projection.

Area Agency on Aging (AAA)

Area Agency on Aging funds are awarded by formula and provide supportive services to older persons, including operation of senior centers and transit vouchers. This plan assumes \$36,000 per year from this funding source. As communicated by Mariposa County Transit staff, many passengers ride with vouchers funded by AAA funds.

Passenger Fares

For those who do not ride Mariposa County Transit services with vouchers, passenger fare revenues are a source of funding for the Mariposa County Transit services.

Table 16 below provides a summary of projected revenues, along with operating costs, for the system in the next six years, from FY 2020/2021 to FY 2025/2026.

Table 16: Operating Revenue Projections

	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026
Operating Revenues						
LTF to Mariposa County Transit	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
LTF to YARTS	\$191,000	\$191,000	\$191,000	\$191,000	\$191,000	\$191,000
STA	\$95,703	\$95,703	\$95,703	\$95,703	\$95,703	\$95,703
FTA Section 5311	\$110,488	\$112,635	\$114,824	\$117,055	\$119,329	\$121,648
AAA	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000
Passenger Fares	\$75,584	\$79,363	\$83,332	\$87,498	\$91,873	\$96,467
Total – Operating Revenues	\$523,775	\$529,701	\$535,858	\$542,256	\$548,905	\$555,817
Operating Costs						
Dial-a-Ride and Medi-Trans	\$304,643	\$311,746	\$318,850	\$325,953	\$333,057	\$340,160
YARTS Funding Contribution	\$191,000	\$191,000	\$191,000	\$191,000	\$191,000	\$191,000
Total – Operating Costs	\$495,643	\$502,746	\$509,850	\$516,953	\$524,057	\$531,160
Projected Surplus	\$28,132	\$26,955	\$26,008	\$25,302	\$24,848	\$24,657

Source: Walker Consultants, 2021.



Operating Costs Projections

As shown in Table 16, operating costs are projected to be less than revenues and there is a projected surplus of operating revenue. Operating costs projections were made under the following assumptions:

- **Number of Vehicle Hours.** The number of vehicle hours is projected to be 3,600 per year. Currently Mariposa County Transit operates service approximately 295 vehicle days per year, and about 12 vehicle hours per day on both its Mari-Go and Medi-Trans services. The product of vehicle days and vehicle hours is 3,540 vehicle hours per year. This number has been rounded to 3,600 vehicle hours and held constant year over year, as a minimum level of service measure for the system.
- **Operating Cost per Vehicle Hour.** The cost per vehicle hour for FY 2020/2021 is based on historical cost per vehicle hour trends. Mariposa County Transit's National Transit Database reports show that the cost per vehicle hour has increased year over year, at a rate of about 2 percent, between 2014 and 2019.
- **Service Hours per Vehicle Hours (Service Efficiency).** As discussed in Section 2 of this report, the number of service hours that are operated for each vehicle hour of the Mari-Go service has trended downward, which has brought down the efficiency of the overall service. As of FY 2018/2019, the service efficiency was 42 percent. This plan recommends that Mariposa County Transit aim to increase the service efficiency by 2 percent points per year to achieve 50 percent by FY 2025/2026.
- **Number of Service Hours.** The number of service hours is projected to be the number of vehicle hours multiplied by the target service efficiency ratio for each year. The service hours are projected to increase each year because the service efficiency is assumed to increase by 2 percent points each year.
- **Number of Passenger Trips.** The number of passenger trips for FY 2020/2021 is projected to be the average number of yearly passenger trips from FY 2011/2012 to FY 2018/2019 (FY 2019/2020 was excluded from the average due to modified service during the COVID-19 pandemic). Since the number of passenger trips is highly correlated with actual service hours, the number of passenger trips is projected to increase at the same rate as the service hours (5 percent per year).
- **Fare per Passenger Trip.** The fare per passenger trip is based on the fares collected in FY 2019/2020 (\$13.83 per trip) rounded to the nearest dollar (\$14.00).
- **Operating Cost.** The operating costs (in Table 16 above) are the result of multiplying the target vehicle hours (3,600 vehicle hours per year) by the projected cost per vehicle hour.
- **YARTS Funding Contribution.** The YARTS funding contribution is assumed to be the same amount of TDA funding that Mariposa County Transit receives for the YARTS service. The YARTS funding contribution is assumed to remain constant.

Table 17 below presents the performance indicators projections that were made for the system. The main factor driving changes in performance and projections is to increase the service efficiency of the system (service hours per vehicle hour) from 40% currently to 50% in the next five years. This is a key goal and measure of performance for the system. The more service hours that can be operated per each vehicle hour, the more passenger trip opportunities the system will provide to existing and potential riders. This will increase the number of passenger trips and fare revenues, it will improve the farebox recovery ratio and all other performance indicators (including lower cost per passenger and cost per service hour, increased passengers per service hour, and decreased subsidy per passenger trip).



Table 17: Projected Performance Indicators

	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026
Service Hours, Vehicle Hours and Trips						
Service Hours	1,440	1,512	1,584	1,656	1,728	1,800
Vehicle Hours	3,600	3,600	3,600	3,600	3,600	3,600
Passenger Trips	5,399	5,669	5,952	6,250	6,562	6,890
Performance Indicators						
Cost per Passenger Trip	\$56.4	\$55.0	\$53.6	\$52.2	\$50.8	\$49.4
Cost per Service Hour	\$211.6	\$206.2	\$201.3	\$196.8	\$192.7	\$189.0
Cost per Vehicle Hour	\$84.62	\$86.60	\$88.57	\$90.54	\$92.52	\$94.49
Passengers per Service Hour	3.75	3.75	3.76	3.77	3.80	3.83
Fare Recovery Ratio	24.8%	25.5%	26.1%	26.8%	27.6%	28.4%
Subsidy per Passenger Trip	\$42.4	\$41.0	\$39.6	\$38.2	\$36.8	\$35.4
Fare per Passenger Trip	\$14.0	\$14.0	\$14.0	\$14.0	\$14.0	\$14.0
Service Efficiency Ratio	40%	42%	44%	46%	48%	50%

Source: Walker Consultants, 2021.

Capital Requirements

Table 18 summarizes the six-year capital budget. The following items are included in the capital budget:

- **Vehicle Replacement.** The budget assumes the replacement of one of the existing 2011 Starcraft Allstar buses, which has exceeded its useful life. The capital budget assumes that the shuttles will cost approximately \$80,000 per shuttle. The one vehicle replacement would be in addition to the already approved purchase of two vans in 2021.
- **Dispatch Scheduling Software.** The budget assumes purchase of dispatch and scheduling software to improve the efficiency of the ride scheduling process. The capital budget assumes the software would cost approximately \$45,000, which has been amortized over 6 years at a cost of \$7,500 per year.
- **Hardware.** The budget assumes purchase and installation of hardware for each of the six vehicles in operation, which would include two-way radios, GPS/AVL, and a tablet to keep track of passenger boardings and trip schedules. The GPS/AVL would allow dispatch to track buses when in service, without needing cellular signal, and will also record routing and trip service time data that can be used for analytical and service improvement purposes. The tablets would allow bus drivers to enter data from their rides throughout the day, eliminating paper work and the need for additional time entering data at the end of the day at the depot. The radios would allow for more effective communication between bus drivers and dispatch, reducing reliance on cellular signal. The capital budget assumes the hardware would cost approximately \$5,000 per vehicle and would need to be upgraded every three years to stay current with



advances in technology. Therefore, it is assumed hardware would cost \$60,000 spread over the six-year period (\$5,000 investment for 6 vehicles, twice during the six-year period).

- **Office Space Purchase.** The last capital expense line item included is budget to purchase new office space. Mariposa County Department of Health and Human Services staff have communicated that it is challenging for the dispatch, vehicle storage, and management staff to be at different locations, and have expressed a desire to consolidate at one location. An example of an available building that could be rehabilitated for this purpose is located at 4995 Gold Leaf Drive, approximately two miles up Highway 49 from the Mariposa County Health and Human Services Agency. The property's listed sale price is \$449,000.² It is assumed that Mariposa County could purchase the property with an annuity of \$5,000 per month over 30 years. To fund the interior improvements, it is assumed that a grant would be obtained or another County budget source.

Table 18: Six-Year Capital Budget

	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026
Capital Expenses						
Vehicle Replacement ¹	\$13,333	\$13,333	\$13,333	\$13,333	\$13,333	\$13,333
Dispatch Scheduling Software	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Hardware	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Office Space Purchase ²	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Total Capital Expenses	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833
Capital Revenues						
STA Funds ³	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833
Total Capital Revenues	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833

¹ Assumes the replacement of one 2011 Starcraft Allstar bus. The one vehicle replacement would be in addition to the already approved purchase of two vans in 2021.

² Assumes the purchase price of a property is approximately \$450,000 and an annuity of \$5,000 per month for 30 years.

³ Assumes STA funds would be used for capital expenses.

Financial Summary

Table 19 summarizes the six-year financial plan, including both capital and operating expenses/revenues. The six-year financial plan shows that increasing the service efficiency ratio (more service hours per each vehicle hour) will bring additional riders and revenue to the system, and that that will be able to compensate for increases in the costs of operating service and the cost of each vehicle hour. Operating 3,600 vehicle hours will get more expensive overtime and the system needs to increase its efficiency by operating more revenue hours of service.

The six-year plan also considers investments in scheduling software, hardware for tracking and reporting of passenger trips and service schedules (to increase efficiency and performance), and capital funds to replace one

² Source: <https://commercial.century21.com/listing/4995-gold-leaf-drive-mariposa-ca-95338-REN016181206>



shuttle vehicle every five years and lease or buy a facility to house all service operation functions and staff, including admin office space, dispatch and scheduling functions, driver break rooms, maintenance and vehicle parking areas.

Table 19: Summary Six-Year Financial Plan

	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026
System Expenses						
Operating Expenses	\$495,643	\$502,746	\$509,850	\$516,953	\$524,057	\$531,160
Capital Expenses	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833	\$90,833
Total Expenses	\$586,476	\$593,580	\$600,683	\$607,787	\$614,890	\$621,994
System Revenues						
Passenger Fares	\$75,584	\$79,363	\$83,332	\$87,498	\$91,873	\$96,467
FTA Section 5311	\$110,488	\$112,635	\$114,824	\$117,055	\$119,329	\$121,648
AAA	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000
STA	\$186,536	\$186,536	\$186,536	\$186,536	\$186,536	\$186,536
LTF to Mariposa County Transit	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
LTF to YARTS	\$191,000	\$191,000	\$191,000	\$191,000	\$191,000	\$191,000
Total Revenues	\$614,608	\$620,534	\$626,691	\$633,089	\$639,738	\$646,651
Projected Surplus	\$28,132	\$26,955	\$26,008	\$25,302	\$24,848	\$24,657

Source: Walker Consultants, 2021.

Additional Revenue Sources

The follow funding sources could also be considered and pursued for capital and operating expenses:

FTA 5539 Bus and Bus Facilities

The FTA 5539 Bus and Bus Facilities program is a federal program for replacement and purchase of buses, bus equipment, and bus-related facilities such as signs and shelters for transportation providers in small urban and rural areas with population of 199,999 or less. The funds are competitive on an annual basis. For vehicles there is a required 15 percent local match and for vehicle-related equipment and facilities there is a required 20 percent local match.

FTA 5310 Enhanced Mobility of Seniors and Individuals with Disabilities

The 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program can fund operations, mobility management, purchased service, and preventive maintenance. The 5310 funds are competitive on an annual basis.



For operations, there is a minimum match requirement of 50 percent and for capital, there is a minimum match requirement of 20 percent.

Federal Transit Administration's (FTA) Low or No Emission Program (Low-No Program)

The Low-No Program is for the purchase or lease of zero-emission and low-emission transit buses. This also includes acquisition, construction, and leasing of required supporting facilities. An eligible applicant is a designated recipient of FTA 5307 grants, as well as states, local governmental authorities, and Indian tribes. Caltrans applies on behalf of subrecipients who are not 5307 direct recipients.

The funds are competitive on an annual basis. For vehicles, there is a minimum match requirement of 15 percent and for bus-related equipment and facilities (such as recharging or refueling facilities), there is a minimum 10 percent local match requirement.

California VW Mitigation Trust

The VW Mitigation Trust provides funds to California communities to replace older, high-polluting transit, school, and shuttle buses with new battery-electric or fuel-cell buses. Eligible applicants are owners of transit buses, school buses, and shuttle buses. As of the 2021 funding cycle, the maximum funding amount for a shuttle bus is \$160,000 per vehicle.

Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP)

The HVIP program is provided through the California Air Resources Board and provides price breaks on hybrid and zero-emission vehicles. The incentive amount is included in the vehicle purchase order (purchaser gets the discount upon purchase and dealer submits the voucher request). Applications can be submitted on a rolling basis. As of the 2021 HVIP funding cycle, the incentive amount for an electric shuttle bus is approximately \$45,000-\$85,000 per vehicle.

Clean Mobility Options

The Clean Mobility Options program is funded by California cap-and-trade funds. The program provides funding for two different types of projects. One type of project is Clean Mobility projects such as zero-emission carsharing, carpooling/vanpooling, bike-sharing/scooter-sharing, innovative transit services, and ride on-demand services.

The other type of project is Community Transportation Needs Assessments which are used to help identify and understand unmet mobility needs of communities and develop solutions in collaboration with residents. Each new mobility project can receive up to \$1,000,000, a project expanding existing mobility service can receive up to \$600,000, and community transportation needs assessment can receive up to \$50,000.

6. Service Recommendations

6. Service Change Recommendations

Mari-Go Transit Service Plan

This section includes a series of alternatives and recommendations for the Mari-Go transit service operation, administration, and marketing in Mariposa County. Service alternatives were developed based on the stakeholder outreach effort, review of existing conditions, and opportunities to address identified needs or travel demands.

Mari-Go Service to Merced

Based on conversations with Mariposa County Transit staff, the Mari-Go service is already being operated slightly different than before the pandemic, for instance the North County service is provided on Mondays as opposed to Tuesdays, and the 49 South corridor has gotten so much demand that trips are provided on additional days, typically Thursdays. The demographic analysis (Chapter 1 of this report) also shows that the Highway 49 South corridor concentrates a large portion of the population of the County, and demand for transit service and unmet need.

Additionally, the financial analysis shows that a large portion of the Mariposa County Local Transportation Fund goes to fund the operation of YARTS, which provides year-round service along Highway 140, from Merced to Yosemite National Park with service through Mariposa. Mari-Go is currently duplicating this service on Tuesdays with operation of a service trip to Merced, that most riders use to go shopping for essentials in Merced. The Mari-Go service provides a more personalized service for a discounted price.

Table 20 summarizes the differences between the two services. Mari-Go only operates on Tuesdays, while YARTS operates 365 days per year and offers more times to travel to Merced. The Mari-Go service passenger fare is less than half the price of the YARTS fare and is a flex-route transit service, that deviates to pick up passengers, while YARTS serves designated transit stops and designated times.

Table 20: Mariposa County Transit versus YARTS Merced Service

Transit Service	Origin	Destination	Fare	Hours of Operation	Days of Operation
Mariposa County Transit	Mariposa Any location	Merced Any location	\$4 (one way)	1 trip to Merced in the morning	Tuesdays
YARTS	Mariposa 3 designated stops	Merced 3 designated stops	\$10 (one way)	9 westbound trips to Merced operated throughout the day in peak season, 1 trip on weekends and holidays	365 days/year

Source: YARTS, Walker Consultants, 2021.

The Mari-Go service to Merced is redundant. Mariposa County Transit is in essence funding two services that are largely duplicative. Due to the long distance of this service, the cost of operation and subsidy per passenger trip are high. Under the current limited financial conditions, this plan recommends re-allocating the resources dedicated to the Mari-Go Merced service and use those to fund a new service to Oakhurst.

Lifeline Service to Oakhurst

The 2019 Yosemite Area Regional Transportation System (YARTS) Short Range Transit Plan (S RTP) recommended new transit service corridors based on public input that informed the YARTS S RTP and stakeholder interviews. One of the new transit service corridors included a YARTS route connecting Oakhurst and Mariposa. The proposed service would consist of a single vehicle operating along a route between the shopping district of Oakhurst and the Mariposa park-and-ride. The route would be operated on a schedule with scheduled stops at key locations and would also accommodate on-demand stops at pre-determined locations. A sample schedule was provided in the YARTS S RTP that would operate the service between 8:00 a.m. and 8:15 p.m. A 15-20 passenger shuttle vehicle (similar to Mari-Go vehicles) was anticipated to provide the service.

The YARTS S RTP estimates that 4,000 passenger trips per year would be provided. The recommended passenger fare was \$4.00 for each one-way trip and \$2.50 for seniors and persons with disabilities, children, and veterans (similar to the fares on the current Mari-Go Merced service). While the YARTS S RTP recommends this proposed service corridor, it would only be provided if local funding is provided.

Because YARTS does not have immediate plans to provide the service from Mariposa to Oakhurst, the preliminary recommendation of this S RTP is for Mariposa County Transit to replace the service to Merced with the service to Oakhurst. The previous Mariposa County Transit Short Range Transit Plan (completed in 2011), the stakeholder process of this plan and the market analysis, show that a service between Mariposa and Oakhurst is a real need and a priority for service implementation.

Weekly Service Plan

Figure 20 below illustrates the proposed service plan for each day of the week, in consideration of current operations and recommendations to re-allocate the Merced service hours and vehicles. The daily service would be as follows:

- **Monday:** service in North County – Coulterville and Greeley Hill to Sonora, and service from Hornitos, Bear Valley and Cathey's Valley to Mariposa.
- **Tuesday:** service in the 49 South corridor, from the Madera County border to Mariposa with deviations to Ponderosa Basin, Elliott Corner and Bootjack.
- **Wednesday:** same as Tuesday.
- **Thursday:** in-town circulation service – same-day on-demand Mariposa Local service from any point within 3 miles of town, and new service to Oakhurst – to operate two roundtrips between Mariposa and Oakhurst with designated stops along Hwy 49.
- **Friday:** service from Midpines to Mariposa and in-town circulation service – Mariposa Local

An alternative to this plan is to operate the Oakhurst service on Saturday instead of Thursday.

Additionally, the Mariposa Local service could be replaced with a fixed-route transportation service that operates every day, during the middle of the day, that would replace not only the Mariposa Local service, but also the personalized trips that are currently provided by Mari-Go services on Monday, Wednesday and Friday, that seem to be reducing the number of service hours that get operated every day and the overall efficiency of service.



North County to Mariposa Service

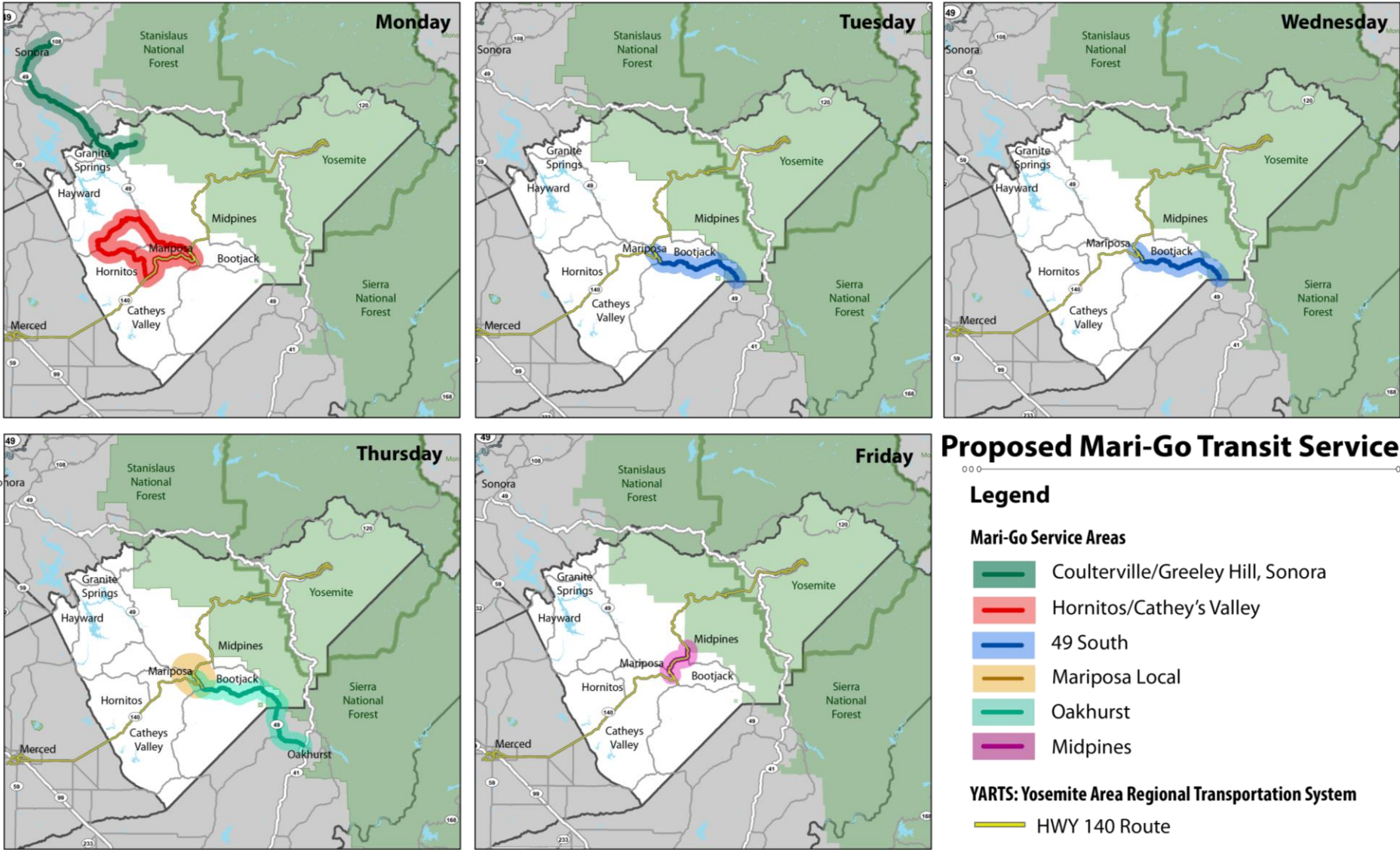
Some stakeholders have indicated that there is need for a route from North County to Mariposa. This option is informally available to the public as an on-demand service, but it is not widely publicized, and no fares have been formally established. Most North County residents can address medical and social service needs within North County and can access Sonora for retail and other recreational purchases.

However, in instances where North County residents need access to County services in Mariposa, Mariposa County Transit should identify specific times in the month in which the service can be made available, as well as the fare for the service, to pool passengers and allow North County residents to plan trips. Mariposa County Transit does not currently have financial and staffing capacity to allocate an additional vehicle to provide service once a week between North County and Mariposa on its Mari-Go service, but it has capacity to accommodate requests on-demand on the Medi-Trans service.

Defining a set of clear policies on how to access and use this service would allow Mariposa County to publicize and promote the service, would help increase public awareness of the service, and help Mariposa County Transit address an unmet need.



Figure 20: Proposed Mari-Go Transit Service



Source: Walker Consultants, 2021.

Mariposa Circulator Alternatives

Local demand-response service is currently provided in Mariposa on Thursday from 8:00 a.m. to 4:00 p.m., and on Monday, Wednesday, and Friday from about 10:00 a.m. to 2:00 p.m. Monday, Wednesday and Friday service are essentially a personalized circulation service for passengers of the Hornitos/Bear Valley/Cathey's Valley, 49 South and Midpines service areas. The hypothesis that this plan makes is that during these times vehicles are idling for a large portion of the time and not providing revenue service, which in turn impacts the overall efficiency of service.

Additionally, Mariposa County Transit staff, the Department of Health and Human Services and key stakeholders such as the Alliance for Transformation, have stated unmet local circulation needs and proposed operation of fixed-route transportation services in town, in addition to the existing Mari-Go services.

The previous SRTP (completed in 2011) also included alternatives for the operation of a circulator service in Mariposa, that range from hybrid operations (dial-a-ride and midday circulation service) to a fixed-route operation that allowed for deviations on-demand. A circulator service is a fixed-route service with designated stops at most major destinations in town, that provides frequent service (every 30 minutes or better) throughout the day.

This plan supports operation and implementation of a fixed-route service in town that can deviate to specific destinations on demand. There are several benefits of operating a "community circulator" route in Mariposa that include addressing existing unmet transportation needs in the community, but also liberating Mari-Go vehicle resources to provide additional service trips from surrounding communities in Hornitos, Bear Valley/Mt. Bullion, Cathey's Valley, Bootjack/Hwy 49 South, and Midpines.

Operating a fixed-route transportation service in Mariposa provides a win-win opportunity to address mobility needs and improve efficiency of operations.

Department of Health and Human Services Transportation Pilot

The Mariposa Department of Health and Human Services initiated a three-month pilot fixed-route transit service in the Town of Mariposa in early 2020. The goal of the service was to help Mariposa County residents better access services, especially at the Connections shelter. The fixed-route service operated Monday through Friday and was operated using a Mariposa County van or SUV.

The fixed-route service served five key locations:

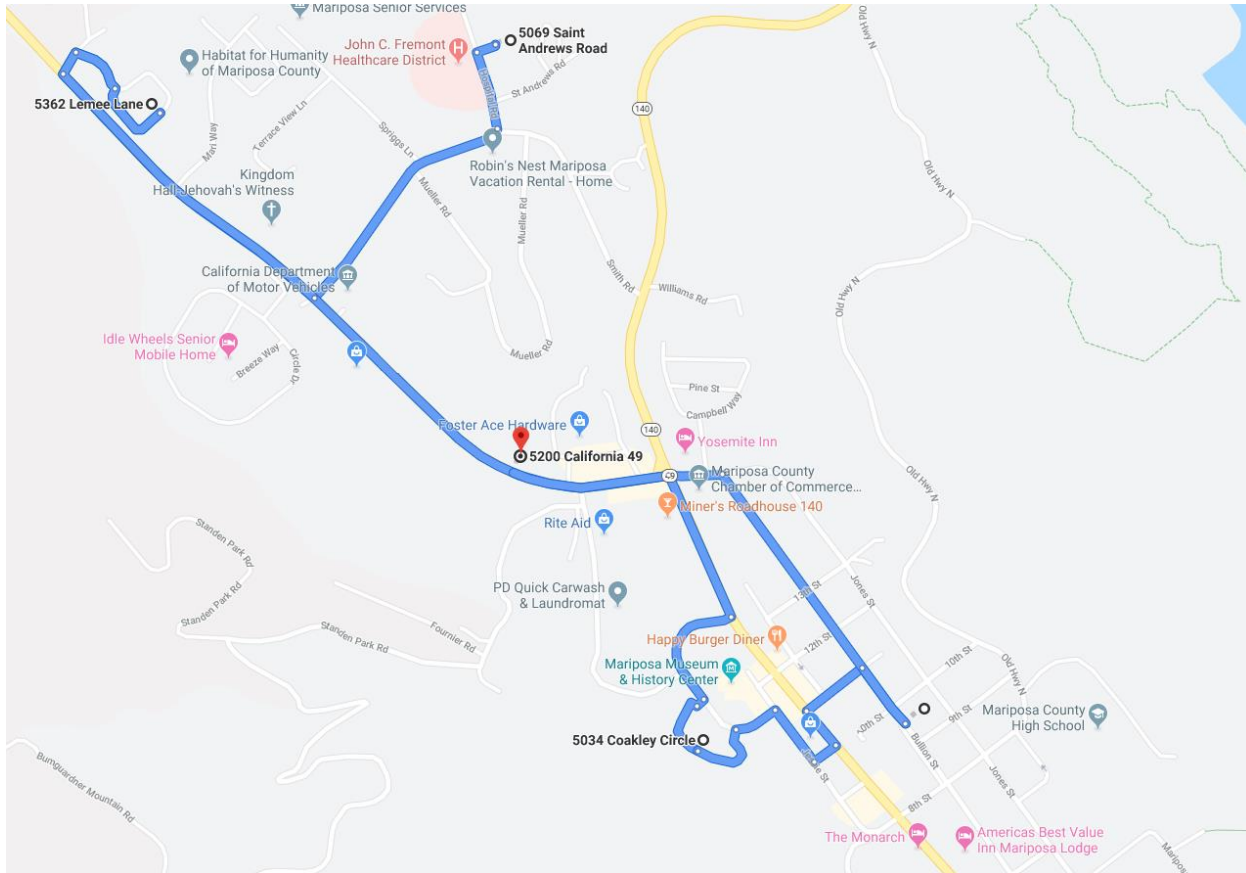
- Connections (5069 St Andrews)
- Health and Human Services (5362 Lemee Ln)
- Pioneer Market (5034 Coakley Cir)
- Courthouse (5808 Bullion St)
- Heritage House (5200 Hwy 49 N)

For the pilot service, (2) Extra-Help Program Assistant positions were required, who worked 6 hours per day. The route was divided into two 6-hour shifts:

- 8:00 a.m. - 2:30 p.m. (30-minute lunch at 11:00 a.m.)
- 10:00 a.m. - 4:30 p.m. (30-minute lunch at 1:00 p.m.)

The pilot fixed-route service ceased operation in early 2020 with the COVID-19 pandemic. Mariposa County plans to reinstate the service in July 2021, evaluate the ridership after two weeks, and make adjustments to route days and times accordingly.

Figure 21: DHHS Fixed-Route Transportation Pilot Route



Source: Mariposa County Department of Health and Human Services

Alliance for Transformation Grant Proposal for Transportation

The Alliance for Transformation submitted a grant proposal for an implementation project focusing on four areas: Healthcare Navigation, Transportation, Partnership Efficiencies, and Client Outreach and Education. The transportation component included two types of services – a regular route through Mariposa and transportation of individuals to healthcare appointments.

The fixed-route transit service would be provided using an eight-passenger van. The regular route through Mariposa would be offered five days a week from 8:30 a.m. to 4:30 p.m., 11 times per day. The services would be operated by a Program Aide. The vehicle would make six stops through town: Mariposa Heritage House, Connections Emergency Shelter, Mariposa County Health and Human Services, two pharmacies, and at the Courthouse/Probation Department.

The transportation of individuals would be operated by a Program Aide who would be responsible for scheduling client transportation and transporting clients to healthcare appointments within Mariposa County and outside of

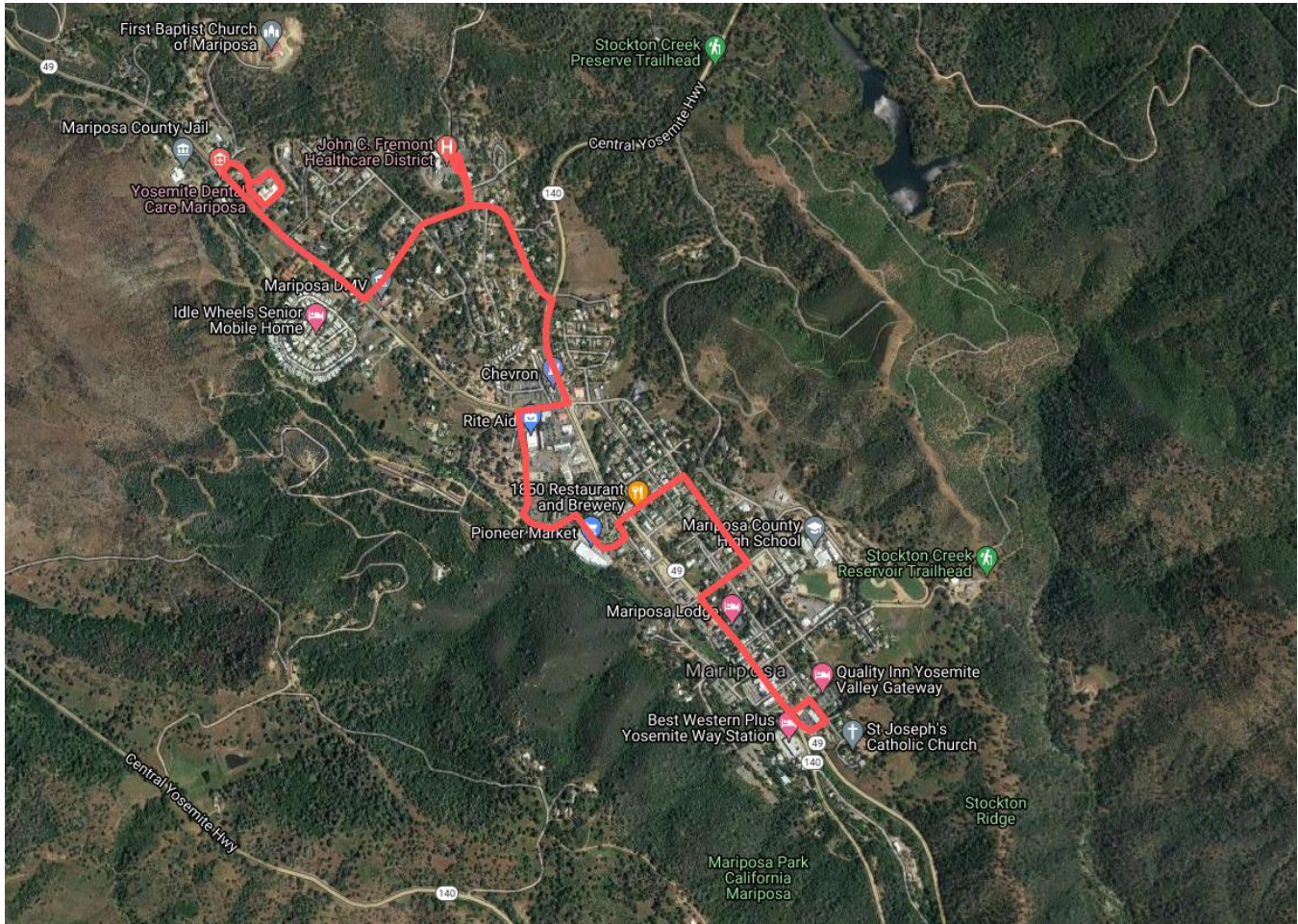
the County. The service would be operated using an ADA van. If the grant is successful, it is anticipated the service would start operation no later than December 2021.

Long-Term Fixed-Route Proposal

An alternative proposal, or long-term proposal, for the operation of a community circulation service is to design the route and schedule to provide service trips to a wider segment of the population. Both the DHHS fixed-route pilot and Alliance for Transformation grant are being designed to provide service to groups with specific needs, and to a certain extent risk becoming over-specialized services that do not cater to the general population.

This plan recommends implementing the DHHS pilot service as a start, to prove the concept, and start growing the service to provide a midday circulation option for all residents and visitors of Mariposa.

Figure 22: Long-Term Fixed-Route Proposal



Source: Google Maps, Walker Consultants 2021.

In general, successful transit services are those that provide a convenient, easy to use, and easy to understand service that provides direct connections between multiple origins and destinations, and that provide usable service to multiple transportation markets and user groups.



Figure 22 above presents a possible future evolution of the service towards a fixed-route operation that provides service in both directions of travel – from DHHS to downtown and back, that can 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).

The recommendation is to operate the service with a shuttle vehicle, use designated stops like YARTS, and operate it at a frequency of 30 minutes or better.

Other Recommendations

Upgrade to a Zero Emission Fleet

Over the next ten years, Mariposa County should begin the transition to an all-electric fleet. In 2019, the Innovative Clean Transit (ICT) regulation, which is implemented by the California Air Resources Board (CARB), states that starting in 2029, public agencies will be limited to the purchase of Zero Emission Vehicle (ZEV) buses only, with a goal of complete transition to zero emissions buses by 2040. Further, CARB requires transit agencies to submit a ZEV Bus Rollout Plan by July 1, 2023, to be in compliance with this Innovative Clean Transit Regulation.

There are many funding sources at the federal and local level that can be used to purchase ZEV transit vehicles. These funding sources are presented in Chapter 5 Capital and Financial Plan.

Marketing and Branding

Project Advisory Committee members discussed the need to raise awareness about Mari-Go and Medi-Trans services and promote them throughout the community. Mariposa County residents complain about lack of public transportation options while not knowing that there are services available to them. The recent consolidation of Mariposa transit services under the Department of Health and Human Services opens the possibility to rebrand the service and develop a concerted marketing plan to increase awareness and use of service by other population groups in the county, in addition to current users.

Mariposa County should take a few simple steps to promote and raise the profile of Mari-Go and Medi-Trans services, these include:

- Rebranding the service, including a new name, logo and livery that can be applied to shuttle vehicles and collateral materials.
- Creating a standalone website for the service that is mobile friendly and easy to access from any personal computer device.
- Creating a social media campaign including paid advertisement to targeted groups, via Facebook and other platforms such as Twitter.
- Working with all public agency partners and social organizations to promote the service and create links to the new website on their websites.
- Sending mailers to all households in the County once or twice per year to build and maintain brand recognition of service.
- Implement incentive campaigns such as ride free days to attract new riders to the service.

Delivery and Responsiveness of Service

Project Advisory Committee members also discussed the possibility of increasing the responsiveness of service to make it on-demand. This refers to the idea that Mari-Go and Medi-Trans services although on demand, require booking trips at least 24 hours in advance, which makes them not practical for the majority of potential users.

This Short-Range Transit Plan recommends investing in scheduling software to automate the process of scheduling rides and communication hardware, such as radios and tablets, to communicate with vehicles and update service changes on the go, as close as real-time as it is possible in a mountainous region such as Mariposa County. This would allow service schedulers and dispatchers to handle requests more quickly, on demand, include them on the route service plans and communicate it to drivers while they are out providing the service, to deliver a more responsive system.

Coverage gaps in the cellular network to access the internet from mobile devices do create challenges and will continue to generate challenges for real-time communication between dispatcher and vehicle on-board systems. However, it is possible to operate the service with a latency³ of one hour. This will be a significant increase in response time for all users, and it could deliver a much more responsive system to all County residents, on par with the responsiveness of an Uber-like service.

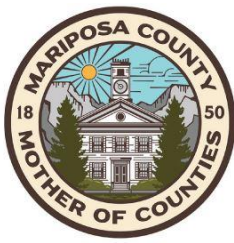
Investing in scheduling software and communication systems between dispatch and vehicle on-board systems, also allows the service to be more flexible in its operation. For instance, the community circulation route that is recommended for Mariposa, can be operated as a micro-transit service, which is truly an on-demand service that aggregates passenger trips while providing individual passengers with trips from “Point A to Point B.” So, instead of having a fixed route the service can flex throughout the community on demand. The micro-transit service operation can provide similar levels of service than the fixed-route service for the same operating cost. The main advantage of micro-transit services over fixed-route services is that in areas of low density and demand, it can provide users with higher customer service, because users book rides through an app on their phones, which gives them maximum flexibility, certainty and control over their travel plans.

Contracting Service Operation

Another consideration that will be recurrent, in addition to operation of on-demand and microtransit services, is the possibility of contracting out the service to reduce costs or simply administration burden. This is something that deserves further study. There are pros and cons of contracting out the service and there are different models to do this, that range from a turnkey operation that includes provision of vehicles, drivers, operations management (schedulers, dispatchers and supervisors), maintenance of vehicles and customer service, to hybrid arrangements that only include drivers, operations management and maintenance of vehicles.

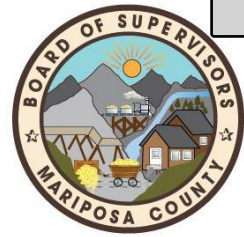
The ICT regulation that mandates transition to a ZEV fleet may require Mariposa County to retain vehicle procurement functions to access funding for battery electric vehicles. Similarly, the Department of Health and Human Services may be able to achieve higher cost efficiencies by sharing driver staff across Mari-Go, Medi-Trans and Human Services transportation operations. Therefore, outsourcing the operation of the service may provide Mariposa County with limited advantages to operating the system in-house. This needs to be researched further.

³ In computing, latency is defined as the delay before a transfer of data begins following an instruction for its transfer.



MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000



J.1

RESOLUTION - ACTION REQUESTED 2021-560

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Budget Action to Adjust Salary Appropriations in the Environmental and Community Health Budgets

RECOMMENDATION AND JUSTIFICATION:

Approve extra help hours for a Registered Environmental Health Specialist (REHS) to fulfill a need in the Environmental Health unit of the Health and Human Services Agency; and Approve the associated Budget Action to increase Extra-Help Appropriations in the Environmental Health Budget and to decrease Public Health Nurse and Nurse Practitioner Expenses Appropriations in the Community Health Budget (\$85,755).

The Health and Human Services Agency (HHS) wishes to hire an Extra Help Registered Environmental Health Specialist to meet the demand for services in the Environmental Health Unit. In the absence of a Senior Environmental Health staff person, the Environmental Health unit has experienced delays in processing. The REHS position is critical in the Environmental Health unit and will allow staff to process permits, inspections, and other duties in a timely manner.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has approved other department requests for consideration of increases in Extra-Help hours.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board chooses not to approve the Extra-Help hours, it may have a negative impact on the ability of the Environmental Health unit to adequately address county environmental health concerns.

FINANCIAL IMPACT:

The increase in Extra Help appropriations in the Environmental Health Budget will be offset by decreases in appropriations for two vacant positions in the Community Health Budget which will not be filled. There is no impact to the County General Fund.

ATTACHMENTS:

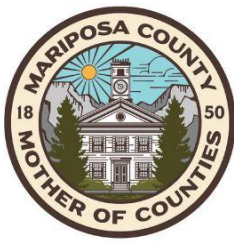
Extra Help REHS Budget Action FY2022 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Tom Sweeney, District II Supervisors

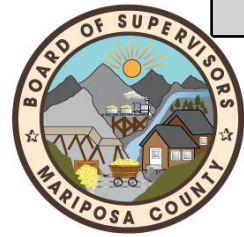
SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·



J.2

RESOLUTION - ACTION REQUESTED 2021-561

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: RTL Remittance Processing Agreement

RECOMMENDATION AND JUSTIFICATION:

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.

In 2019 Mariposa County purchased the Megabyte Property Tax System. One of the advantages to the system was the ability to use new technology to streamline current processes. One process that can be streamlined is payment processing. The attached agreement is from RT Lawrence Corp. (RTL). RTL is an integrated scanning and posting system that uses Optical Character Recognition to capture account information and payment data from the tax bill stubs and checks and then matches them to the tax system for posting. Mismatches are rejected and staff can then work to correct the problem. In addition to posting payments to the tax system, the data is also converted to a "Check 21" file for electronic posting to our bank. This will eliminate the need to scan them at the time of deposit to the treasury desk.

The initial payment is \$40,950 which covers software, hardware, installation and one year of maintenance. There will be an ongoing annual maintenance charge for the remainder of the agreement.

This system is used by a majority of the Megabyte counties and is highly recommended.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously supported Agreements for services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the Agreement. The department will post tax payments manually.

FINANCIAL IMPACT:

Budget Resolution Attached

ATTACHMENTS:

RTL Remittance Processing Agreement (PDF)

Pp09.14.21_Mariposa County_Canon SW and Services (PDF)
Budget Action RTL (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



Where Technology Meets Payments

AGREEMENT FOR REMITTANCE PROCESSING SOLUTION

THIS AGREEMENT is made and entered into for the above stated project this ____ day of _____, 2021, by and between Mariposa County, as "Client," and RT LAWRENCE CORPORATION, hereinafter referred to as "Contractor."

WITNESSETH that Client and Contractor have mutually agreed as follows:

A. SECTION 1 – AGREEMENT DOCUMENTS

The Agreement consists of the terms herein, Attachment A, "RTLFIRST Remittance Processing Solution Proposal", which is attached hereto and incorporated herein by reference, and any addenda in the future which is agreed upon in writing by the parties, and which is attached hereto and incorporated herein by reference.

B. SECTION 2 – SCOPE OF WORK

Contractor agrees to sell to Client and the Client agrees to purchase from Contractor the equipment, accessories, licenses, training, services and maintenance enumerated in Attachment A. For and in consideration of the payments to be made by Client, Contractor agrees to promptly furnish the foregoing in a competent and professional workmanlike manner in accordance with industry standards.

C. SECTION 3 – CHANGES IN WORK SCOPE

No additional amounts shall be paid to Contractor by the Client for services or material not included in this Agreement without the prior written approval of the Client.

D. SECTION 4 – PAYMENT

Contractor agrees to receive and accept the payments as set forth in Attachment A as payment in full for the scope of work furnished under Section 2. Said payments shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Agreement; and also including those arising from action of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

Contractor shall send all billings to the Client as follows:

CLIENT NAME:	
Contact Person:	
Address Line 1:	
Address Line 2:	

Total cost to Client shall not exceed the amounts stated in Attachment A. Terms of payment shall be as stated in Attachment A.



Where Technology Meets Payments

E. SECTION 5 – INSURANCE REQUIREMENTS

1. Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and represents, warrants, and certifies compliance with such provisions.
2. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 - a. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
 - b. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
3. Minimum Limits of Insurance: Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
 - b. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Deductibles and Self-Insured Retentions:
Any deductibles or self-insured retentions must be declared to and approved by the Client in writing. At the option of the Client either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Client, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
5. Acceptability of Insurers
Insurance required herein shall be provided by Admitted Insurers in good standing with the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Client.
6. Verification of Coverage
Contractor shall furnish the Client with original endorsements effecting coverage required by this section. The endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Client in writing before work commences. Client reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time.
7. Contractor shall not receive any compensation until all insurance provisions have been satisfied.



Where Technology Meets Payments

F. SECTION 6 – INDEMNITY

Notwithstanding the insurance requirements set forth in Section 5 above, Contractor shall be responsible for all injuries to persons and for damages to real or personal property of Client, or any third parties, caused by or resulting from Contractor's negligence or willful misconduct in performing services hereunder. Contractor shall defend and hold harmless and indemnify the Client and its associated companies and their respective officers and employees from all costs and claims for damages to real or personal property, or personal injury to any third party resulting from the Contractor's negligence or willful misconduct in performing this Agreement.

G. SECTION 7 – RECORDS

1. Ownership. Client specific plans and specifications, not including Contractor's own product plans and specifications, prepared under this Agreement shall be delivered to, and shall become the property of the Client.
2. Maintenance. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its offices at all reasonable times for three (3) years from the date of final payment under this Agreement, for inspection by Client and copies thereof shall be furnished, if requested.

H. SECTION 8 – ASSIGNMENT

Contractor shall not assign any portion of the work under this Agreement without the prior written approval of Client.

I. SECTION 9 – INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the Client. Client shall not have the right to control the manner and means by which Contractor's services are rendered pursuant to this Agreement; however, Client shall have the right to review the Contractor's work product, results, and advice.

J. SECTION 10 – LICENSES AND PERMITS

Contractor represents and warrants to Client that it has obtained all licenses, permits, qualifications, and approvals of whatever nature which are legally required to supply the scope of work under the Agreement, including but not limited to equipment and software. Contractor represents and warrants to Client that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to supply the scope of work under this Agreement.



Where Technology Meets Payments

K. SECTION 11 – NOTICE

When notice is required to be provided under this Agreement, it shall be provided to the following persons at the following addresses:

	CONTRACTOR	CLIENT
Company Name:	RT Lawrence Corporation	
Attention:	John Phillips	
Title:	Director of Payment Solutions	
Address:	7740 Painter Avenue, Suite 100	
City/State/Zip Code:	Whittier, CA 90602	

L. SECTION 12 – GOVERNMENT LAW

The Agreement shall be governed by the laws of the State of California excluding its conflicts of law provisions.

M. SECTION 13 – INTEGRATION

This Agreement contains all of the agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes any prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement.

N. SECTION 14 – AUTHORITY

Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

O. SECTION 15 – DURATION AND TERMINATION

This Agreement shall remain in effect from October 1st 2021 to October 1st 2026 or until (1) terminated by mutual written agreement of the parties; (2) terminated upon thirty days written notice of a party in the event of an uncured material breach by the other party; or (3) terminated upon sixty days written notice by a party at any time for any reason, whichever occurs first. In the event of termination due to an uncured material breach by Contractor, Client shall owe no additional amounts hereunder, including any amounts outstanding.



Where Technology Meets Payments

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

CLIENT
MARIPOSA COUNTY

Name: _____

Title: _____

Date: _____

CONTRACTOR
RT LAWRENCE CORPORATION

Name: Mr. Wingloon Lawrence Tong

Title: CEO/President

Date: _____



Where Technology Meets Payments

Attachment A
Remittance Processing Solution Price Proposal

Attachment: RTL Remittance Processing Agreement (RES-2021-561 : RTL Remittance Processing Agreement)

ATTACHMENT A
RTLfiRST Remittance Processing Solution Proposal
with Canon CR -190iII Check Transport



Client Name: Mariposa County Treasurer-Tax Collector
Address: 4982 10th Street, Mariposa, CA 95338
Attention: Keith M. Williams
Date: September 14, 2021
RTL Account Executive/Manager: John Phillips/Bernadette Padilla

Pricing

Part Number	Description	Qty	List Price	1st Year Support
Hardware				
CAN-CR190i II	CR-190i II Check Transport (Automatic Document Feeder, 3 Output Pockets, MICR/OCR Reader, Built-in Imprinter)	1	\$3,000.00	
5357B001AA	1 Year ECarePack for CR-190i Advance Exchange Program	1		\$399.00
0616b002aa	Ink Cartridge for Canon CR-190i	1	Incl	N/A
	Freight Charges	1	Incl	
	Sub-Total		\$3,000.00	\$399.00
Mitek				
Mitek-VLK	E-Key License (1 Million Checks/Year)	1	\$4,500.00	\$900.00
Mitek-DR	Mitek Business/Disaster Recovery - 50k Images			
RTLfiRST Software				
SCN-00	Scan Module - for Canon CR-190i II Scanner	1	\$2,000.00	\$300.00
PRC-00	RTLfiRST Process Module	1	\$3,000.00	\$450.00
MOP-00	1st Operation - Property Tax	1	Incl	\$113.00
SVR-00	One-Operation Specialist/Verification (1 User) Concurrent License	1	\$2,000.00	\$300.00
VRF-00	One-Operation Verification (1 User) Concurrent License	1	\$1,000.00	\$150.00
CUS-LKPL	Real Time Lookup (Lookup by acctn & by name,address) for Property	1	\$2,750.00	\$495.00
MOP-00	2nd Operation - Treasury	1	Incl	\$113.00
SVR-00	One-Operation Specialist/Verification (1 User) Concurrent License	1	\$1,000.00	\$150.00
VRF-00	One-Operation Verification (1 User) Concurrent License	1	\$1,000.00	\$150.00
CUS-LKPL	Real Time Lookup (Lookup by acctn & by name,address) for Treasury	1	\$2,750.00	\$495.00
FVW-Web-01	FiRSTView Web (1 User License)	1	\$4,000.00	\$960.00
CHK 21-001	Check21/ICL Processing Module (Image Exchange)	1	\$4,500.00	\$675.00
CHK 21-IMS	Image Score License (1 Million Checks/Year)	1	\$1,500.00	\$300.00
RTL-MB	RTL Link to Megabyte	1	Incl	\$0.00
	Sub-Total		\$25,500.00	\$4,651.00
Supplies & Accessories				
	RTLfiRST & FiRSTView Training Manual (Qty 1 each)	1	Incl	N/A
	Sub-Total		\$0.00	\$0.00

Attachment: Pp09.14.21_Mariposa County_Canon SW and Services (RES-2021-561 : RTL Remittance Processing Agreement)

RTL Services		
Planning, Implementation, Installation, Testing & Training Services	\$5,000.00	N/A
Sub-Total	\$5,000.00	\$0.00
 Solution Sub-Total	 \$38,000.00	 \$5,950.00
** See Support Notes Below		
2nd Year Support		\$6,128.50
3rd Year Support		\$6,312.36
4th Year Support		\$6,501.73
5th Year Support		\$6,696.78
 Goodwill Discount	 -\$3,000.00	
PROJECT GRAND TOTAL	\$35,000.00	\$31,589.36
Travel Expenses *** (See below travel notes)		
Plus applicable taxes		

Payment Terms**Pricing is valid for 30 days from date of proposal**

- 40% of Project Amount due at the Time of Order \$14,000.00 + tax
- 35% of Project Amount due upon Installation \$12,250.00 + tax
- 25% of Project Amount due upon Completion \$8,750.00 + tax
- 100% of 1st Year Support due upon Completion \$5,950.00 + tax
- **** 2nd Year Support onwards will be billed on an Annual basis; a month before the Annual Support due date**

Proposal Notes:

- **Software Support:** Please note that should the Client terminate the Annual Support, the Client is refunded the prorated portion of the support.
- **Processor:** The RTLFIRST Processor function will run on the host remittance and imaging server.
- **Server:** Host remittance and imaging server is required. This is a client provided server and is NOT included in main solution quoted.
- RTLFIRST & its Imaging Archival module FIRSTView utilizes MS SQL Server.
- **Verification & Imaging Stations:** Verification and Imaging can run on existing Windows-based PCs. Some PCs for verification and image retrieval purposes are NOT included in the solution quoted.
- **Check21 Solution General Notes:** Client must notify its bank(s) of its intent to generate ICL/ Check21 files through software provided by RTL and provide RTL with the bank specifications and required values for file setup.
- Pricing, fees and options for depositing via Check 21 are negotiated directly by the client with their bank(s). Bank contract must be signed with the bank prior to RTL beginning implementation.
- ICL/ Check21 files will be generated by the client, using RTL provided Check21 application. File(s) generated will be transmitted directly to the bank(s) from client's location.
- Check 21 file transmission options are provided by the bank(s). Client will determine their preferred option. RTL does not provide file transmission recommendations or software for file transmission.
- RTL will coordinate with client and bank to define the testing plan and submission of testing files.
- Check21 components quoted are for use with a remittance back office system. Additional use of this module for other purposes, such as (but not limited to), converting front counter captured items may require purchase of additional licenses, software components, and services.
- **Check21 Module:** This includes Image Exchange Module License, Image Quality Module, and Endorsement Module. This also includes working with clients ONE primary bank on ICL file structure (x9.37 file format) conformance and testing.

- RTL recommends Client to have a dedicated PC to "process Check21 items". This PC will be used for ICL file generation and for image quality and endorsement functions.
- C21 PC Specs : It must have Windows 2000 Professional/Windows 7 (at least SP2)/Windows 2003 OS, Minimum 1 GB RAM, 2+GHZ Processor (minimum Pentium 4), 60 GB Hardisk and at minimum RTLFIRST 6.0 version required.
- Check-21 Processing PC is NOT quoted in this proposal but required. See other notes regarding this PC.
- **Real Time Lookup:** RTLFIRST offers a 2-command/function real-time lookup feature. The 2-commands allow for real-time searches against the client's account management system using either an "Exact" search or a "Wildcard" search. An Exact Search uses a search using the Account Number or other value(s) which will lead to an exact match of a single record. A Wildcard Search performs searches using one or more fields like name or address, which may lead to multiple matches. Client understands that the client's IT staff or 3rd-party vendor will be providing the 2 stored procedures or web services to be called by RTLFIRST. Client and RTL staff will work together to define the specific search criteria and return fields, but client maintains control over how the data is queried.
- **Service:** Pre-implementation services include remote install of the system on the remittance processing solution designated PCs such as the server/processor station, scan station, verification workstations, etc. prior to onsite installation.
- Client must provide for remote connection to these designated PCs/server to facilitate pre-onsite remote access installation of the remittance system.
- **Travel:** ***Travel expenses will only be charged if Mariposa County elects to have onsite training instead of remote. Since the start of the COVID Pandemic, RTL has implemented new safety standards. Besides the changes in our own office, we are strongly recommending that training be conducted remotely via web conference.

Hardware Notes:

Canon CR 190i II

- **Hardware Lead-Time:** Please note that the order needs to be placed 4 weeks prior to date of install.
- **Canon Hardware:** Canon CR-190i II requires a pc and that is not quoted in this proposal.
- **Font Requirement:** Client's scan line needs to be an **OCR-A / OCR-B font** to use the Canon CR-190 Check Transport.
- **Hardware Support:** Effective date of the maintenance agreement will begin at the end of the 90 day factory warranty which went into effect on date of installation. Depot Maintenance will be provided. Should the unit cannot be repaired over the phone or WebEx. A loaner will be sent 2nd Day Air delivery; or Overnight available at extra charge.
- **Freight:** Shipping of hardware equipment to Client's facilities

APPENDIX A

Appendix A contains notes that are very important to the successful completion of the project. Please read the cautions contained herein and have a clear understanding of them.

This page must be signed and returned with the proposal. An officer or a company representative that has the authority to bind the company must sign the proposal.

- The services quoted herein are based on the approved and signed contract between RTL and client.
- Since our proposal is the existing RTLFIRST solution, RTLFIRST's inherent existing User Experience is what is being delivered. Since RTL controls the User Experience, there is neither a plan nor commitment to "how" our function should work or flow, screen designs, field requirements, reports, or database design for this project. In our product design we try to strike a balance between user-friendliness, configurability, and across-the-board benefits and appeal to the majority of our clients, not just for a few clients. There is no customization or programming quoted or to be provided in this project. We strongly recommend careful review our RTLFIRST solution for you to determine its suitability. Functions' descriptions do not contain specifics on "how" the functions should flow, screen designs, field requirements, reports, or database
- The RTLFIRST solution is client-configured software package. Custom programming to meet specific client requests is NOT included in this proposal.
- Any change in features requested by client is subject to review by RTL design team and may result in additional charges.
- This proposal outlines the options/configuration/scope of the project. Any change in scope of the project by client may result in additional charges.
- RTL is installing directly to the "new production server". RTL is not installing to a test server first and to a production server next. Test Environment System is included in the above quoted solution.
- RTL is installing the RTLFIRST system to the client's production server. Pre-implementation services include remote install of the system on the remittance processing system's designated PCs such as the server/processor station, scan station, verification workstations, etc. prior to onsite or remote installation on client end.
- The following are notes concerning the project timetable.
 - a. Upon award of contract, RTL's implementation team will work with client to determine official implementation date. A Project Implementation Plan for an overview, installation and milestones will be provided during the kick-off meeting between RTL and Client. The onsite implementation date, if there'll be any onsite, will be agreed upon by both client and RTL.
 - b. This project and its pricing are for one continuous project lasting approximately 8-12 weeks. Unless explicitly agreed upon by RTL and client before the start of the project, there will be additional costs to the client if the project is broken up into phases such as when most of the deliverables are implemented within the initial project timeline then continued for completion 6 months later (for example) due to client related reasons. Any feature NOT installed at the initial time of deployment will NOT be included without extra cost. If RTL has substantially completed its portion of the project and customer, for any reason, is NOT ready to complete the project and go live; then, all remaining payments (no matter the payment terms) shall be immediately due. Any deviation from this must be in writing, signed by the customer and RTL.
 - c. The client must provide for remote connection to the designated PCs/server to facilitate remote access installation of the remittance system. For this, RTL needs to have network access for remote install which may include longer and later than the normal business hours.
 - d. Our project timeline is set for 12 weeks assuming that hardware arrives in the 8th week. Should the project get delayed due to client related reasons, the client may have to wait for the next cycle or the availability of the next time slot and may have financial consequences.
 - e. The Business Process Review (as described in the proposal) is critical to the process and the BPR determines the functional guidelines for the remittance processing system. This BPR will be based upon customer input and RTL understanding of the industry "best practices." It is our goal to meet the client's system requirements within the scope of the existing features of the RTLFIRST software. Should additional details that may require changes are disclosed 2 weeks after the BPR or after the system has already been configured, then RTL may have to retest everything and it would affect the schedule and additional services would be required for additional costs.

Appendix A continued...

- f. **Onsite Date Change/Change Fee:** Should there be changes to the agreed upon onsite dates, a Change Fee may be applied to the client as a result of certain factors. Such factors include but are not limited to:
- i. Client's request to change the schedule. (No fees will be charged if RTL is notified 30 days prior to onsite date).
 - ii. Client provided hardware is not available.
 - iii. The bank used by the client is not ready. (No fees will be applied if RTL is notified 30 days prior to install on the client's financial institution's readiness).
 - iv. Postponement of the onsite trip as a result of the client not meeting the milestones set on the BSIP. (No fees will be applied if RTL is notified 6 weeks prior to onsite visit schedule. It is our goal to ensure a smooth installation and client activity/milestones is crucial to the process. If, a client is unable to meet project milestones and are behind by 5 business days on the Project Calendar for a certain activity, a fee may be applied for postponement of the onsite visit).
- g. Upon installation, if it appears that the RTL tech is compelled and required to return or extend their onsite visit during the implementation phase (not scheduled follow up). Client will be billed \$850 per day plus \$150 per day travel costs. This includes:
- i. Travel/Lodging expenses (air, car, hotel) for the additional charges or price differential. RTL will require a signed Client Change Request Order to modify RTL tech's extension or supplemental visit.
 - ii. Additional charges may apply if it appears during installation that unexpected issues arise on the client's side.
 - iii. Additional add-on system requirements stated before or during onsite visit not agreed upon in initial Project Implementation Plan.
 - iv. System changes not requested on original project BPR.
- h. Should there be a change in onsite schedule; client is responsible to pay *50% of the project deposit at the time of installation* (which includes hardware, software, and services). Please refer to the RTL Solution proposal for specific payment terms.
- i. Should the need arise for the Onsite Implementation dates to be re-scheduled; the client may have to wait for the next cycle or the next time slot will be slotted at the next available opening on RTL's project calendar. RTL will try to work with the client in as soon as possible, however, be mindful that openings can vary from 1-12 weeks.
- The following are notes concerning the Travel Details:
 - a. Travel: ***Travel expenses will only be charged if client elects to have onsite training instead of remote. Since the start of the COVID Pandemic, RTL has implemented new safety standards. Besides the changes in our own office, we are strongly recommending that training be conducted remotely via web conference.
 - b. The client will be responsible for unexpected travel expenditure that will come up due to the lack of readiness by the client. If the client elects to "postpone" onsite visit within 4 weeks of scheduled onsite visit or it appears that additional time is required of the RTL technician to either extend or provide a secondary installation visit; the client may be required to cover additional fees/penalties for this modification. RTL technicians' schedules are pre-arranged to meet other clients' needs hence "extending" their stay may not be an option and a secondary installation visit would be required at a later time. When that happens, we will provide a price quotation for your approval which would include additional travel and onsite services cost at rates already mentioned herein, in the above bullet points.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

RTLFIRST is the proprietary software of RT Lawrence Corporation and all rights and copyrights are reserved. RT Lawrence is the sole and exclusive owner and distributor of RTLFIRST. All changes are subject to RTL Remittance Processing Solution Agreement, RT Lawrence Corporation License Agreement, RTLFIRST Annual Support Agreement, RTLFIRST Software Warranty, Remittance Processing System Support & Maintenance, RTL Software and Technical Release Information, and RTL Implementation and Training documents. Any feature included in this document remains the sole property of RT Lawrence. It does not constitute programming for hire. The features, herein, remain to be the property of RT Lawrence, subject to all rights and maybe offered for sale to other clients.

BUDGET ACTION FORM

FUND	Dept	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3390	108	49999	Begining Fund Balance		(40,950)	
3390	108	60421	Equipment		40,950	
001	0104	414-1090	GENERAL CONTINGENCY			
TOTALS						

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS						

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 transferring appropriation from 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 A remittance processor with improve efficiencies in the tax collection process.

DEPT HEAD SIGNATURE



DATE

9/30/2021

APPROVED BY RES NO.

CLERK

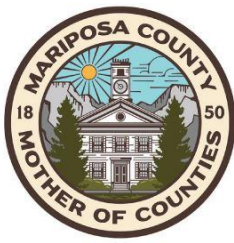
DATE

DEPARTMENT

AUDITOR'S USE ONLY

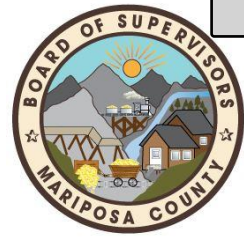
BA #

Budget Revision Form Revised 07/2000



MARIPOSA COUNTY

Public Works • 209-966-2498



J.3

RESOLUTION - ACTION REQUESTED 2021-562

MEETING: October 5, 2021

TO: The Board of Supervisors

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

RE: Approve Credit Transfer Agreement with the National Fish and Wildlife Foundation

RECOMMENDATION AND JUSTIFICATION:

Approve Credit Transfer Agreement with The National Fish and Wildlife Foundation in the Amount of \$55,500.00 for the Purchase of 0.14 Acres Riparian/Aquatic Resource Credits to Offset Impacts from the Darrah Road Bridge Replacement Project; and Authorize the Interim Director of Public Works & Transportation to Sign the Agreement.

The Darrah Road Bridge Project is removing 0.07 acres of aquatic resource functions due to the wider bridge and rock riprap footprint. The County was notified by the United States Army Corps of Engineers (USACE) and the Regional Water Quality Control Board (RWQCB) that the County must purchase credits at a ratio of 2:1 in lieu of fees to offset the impacts of the permits issued.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved signing the Program Supplement Agreement with the State of California Department of Transportation for the Darrah Road Bridge Project with Board Resolution #2020-324.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve and the County will need to develop an alternative mitigation method that will satisfy the USACE and RWQCB.

FINANCIAL IMPACT:

This project is funded through the Highway Bridge Replacement Program at a reimbursable rate of 88.53%, with a local match required of 11.47%.

ATTACHMENTS:

Mariposa County Public Works - CTA Final 9-14-21 (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM

CREDIT TRANSFER AGREEMENT

Contract #: 00153

This Credit Transfer Agreement (“Agreement”) is entered into this ____ day of _____, 2021, by and between THE NATIONAL FISH AND WILDLIFE FOUNDATION (“Program Sponsor”) and MARIPOSA COUNTY PUBLIC WORKS (“Project Applicant”), jointly referred to as the “Parties,” as follows:

RECITALS

A. The Program Sponsor developed the Sacramento District California In-Lieu Fee Program (“ILF Program”) covering the geographic area within the jurisdictional limits of the U.S. Army Corps of Engineers, Sacramento District within California; and

B. The ILF Program was approved through execution of the ILF Program Instrument (“Instrument”) by the Sacramento District of the U.S. Army Corps of Engineers (“USACE”), Region IX of the U.S. Environmental Protection Agency (“USEPA”), the National Oceanic and Atmospheric Administration’s National Marine Fisheries Service (“NMFS”), the State Water Resources Control Board (“State Water Board”), the Central Valley Regional Water Quality Control Board (“Central Valley Water Board”), and the Lahontan Regional Water Quality Control Board (“Lahontan Water Board”) (jointly referred to as “Agencies”) on October 10, 2014, and the ILF Program is currently in good standing with the Agencies; and

C. The ILF Program has received approval from the Agencies to offer Aquatic Resource Credits and Vernal Pool Credits pursuant to the Instrument, as compensation for impacts to aquatic resources regulated by the Agencies; and

D. Project Applicant is seeking to implement the Darrah Road Bridge Replacement project in Mariposa County, California, in accordance with Nationwide Permit Number 14, applicable regional conditions, and special conditions, as set forth in a USACE (SPK-2017-00649) letter to “Mariposa County Public Works,” dated November 7, 2017, (“SPK-2017-00649 Letter”), and as set forth in Central Valley Water Board (WDID 5B22CR00038) letter to “County of Mariposa,” dated December 19, 2017, (“WDID 5B22CR00038 Letter”). The SPK-2017-00649 Letter authorized the project, which “involves the discharge of fill material into 0.07 acre of waters of the U.S. for the construction of a new bridge.” The WDID 5B22CR00038 Letter authorized the project, which “is proposing to replace the existing structure with a single span, cast-in-place, post-tensioned, and reinforced concrete slab bridge.” Specifically, the Project Applicant seeks to “compensate for the loss of 0.07 acre of scrub shrub riparian and open water” (as described in the SPK-2017-00649 Letter) and to “compensate for the loss of 0.07 acre of scrub shrub riparian and open water” (as described in the WDID 5B22CR00038 Letter) by purchasing credits from the ILF Program in accordance with such letters, as described in Exhibit “A” attached hereto;

E. Project Applicant has been authorized by the SPK-2017-00649 Letter referenced in paragraph D above to purchase “0.14 aquatic resource credits from the National Fish and Wildlife Foundation’s (NFWF) Sacramento District California In-Lieu Fee Program for the San Joaquin aquatic resource Service Area.” Project Applicant has been authorized by the WDID 5B22CR00038 Letter

referenced in paragraph D above to purchase “0.14 aquatic resource credits from the National Fish and Wildlife Foundation’s (NFWF) Sacramento District California In-Lieu Fee Program for the San Joaquin aquatic resource Service Area”; and

F. Given the facts stated in paragraph E above, Project Applicant desires to purchase from the ILF Program and the Program Sponsor desires to transfer to Project Applicant Fourteen Hundredths (0.14) Aquatic Resource Credit in the San Joaquin River Watershed Service Area;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Program Sponsor hereby agrees to transfer to Project Applicant from the ILF Program Fourteen Hundredths (0.14) Aquatic Resource Credit in the San Joaquin River Watershed Service Area (“Purchased Credits”) for the purchase price of Fifty-Five Thousand Five Hundred Dollars (\$55,500) (“Purchase Price”). This Agreement is expressly conditioned upon the Program Sponsor’s receipt of the Purchase Price for said Purchased Credits, in accordance with this Agreement.

2. The sale and transfer of the Purchased Credits is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest in any of the foregoing.

3. Project Applicant shall have no obligation or right whatsoever by reason of the purchase of the Purchased Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated, informed, or liable for the success or continued expense or maintenance in perpetuity of the Purchased Credits transferred, or the ILF Program. The Program Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Purchased Credits transferred and the ILF Program.

4. The Purchased Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant must pay and deliver the Purchase Price to the Program Sponsor by cashier’s check or wire transfer (in accordance with written instructions provided to Project Applicant from Program Sponsor) within sixty (60) days of the date of execution of this Agreement. If the Purchase Price is not received by Program Sponsor within such 60-day period, then at any time thereafter Program Sponsor may, unless and until the Purchase Price is received and accepted by Program Sponsor, terminate this Agreement at will by providing no less than three (3) days’ advance written notice to Project Applicant of Program Sponsor’s intention to so terminate.

6. Upon receipt of the Purchase Price, (a) transfer of the Purchased Credits shall be effectuated and evidenced by Program Sponsor’s delivery to Project Applicant of an executed bill of sale (“Bill of Sale”) in substantially the form attached hereto and marked Exhibit “B” and (b) Program Sponsor’s receipt of the Purchase Price shall be confirmed and evidenced by Program Sponsor’s delivery to Project Applicant of a completed payment receipt (“Payment Receipt”) in substantially the form attached hereto and marked Exhibit “C.”

7. After delivering the Bill of Sale and Payment Receipt in accordance with Section 6 above, the Program Sponsor shall submit to the parties listed in the Notices section of the Instrument, final, executed copies of: (a) this Agreement; (b) the Bill of Sale; (c) the Payment Receipt; and (d) an updated Credit Ledger (as defined under the Instrument) reflecting the transfer of the Purchased Credits to the Project Applicant.

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

PROGRAM SPONSOR:
National Fish and Wildlife Foundation

By: _____ Date: _____
Timothy J. DiCintio, Senior Vice President
Impact-Directed Environmental Accounts

PROJECT APPLICANT:
Mariposa County Public Works

By: _____ Date: _____

Exhibit "A"

**DESCRIPTION OF PROJECT
REQUIRING COMPENSATORY MITIGATION**

Department of the Army, U.S. Army Corps of Engineers, Sacramento District (SPK-2017-00649) letter to "Mariposa County Public Works," dated November 7, 2017, ("SPK-2017-00649 Letter"), authorized the Darrah Road Bridge Replacement project in Mariposa County, California, a project that "involves the discharge of fill material into 0.07 acre of waters of the U.S. for the construction of a new bridge." Central Valley Regional Water Quality Control Board (WDID 5B22CR00038) letter to "County of Mariposa," dated December 19, 2017, ("WDID 5B22CR00038 Letter"), authorized the project, which "is proposing to replace the existing structure with a single span, cast-in-place, post-tensioned, and reinforced concrete slab bridge." The SPK-2017-00649 Letter requires the purchase of "0.14 aquatic resource credits from the National Fish and Wildlife Foundation's (NFWF) Sacramento District California In-Lieu Fee Program for the San Joaquin aquatic resource Service Area" to "compensate for the loss of 0.07 acre of scrub shrub riparian and open water." The WDID 5B22CR00038 Letter requires the purchase of "0.14 aquatic resource credits from the National Fish and Wildlife Foundation's (NFWF) Sacramento District California In-Lieu Fee Program for the San Joaquin aquatic resource Service Area" to "compensate for the loss of 0.07 acre of scrub shrub riparian and open water."

Exhibit "B"

**SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM
BILL OF SALE**

Contract # 00153

In consideration of the sum of Fifty-Five Thousand Five Hundred Dollars (\$55,500), receipt of which is hereby acknowledged, the National Fish and Wildlife Foundation ("Program Sponsor") does hereby sell and transfer to Mariposa County Public Works ("Project Applicant") Fourteen Hundredths (0.14) Aquatic Resource Credit in the San Joaquin River Watershed Service Area of the Sacramento District California In-Lieu Fee Program ("ILF Program"), which was approved through execution of the ILF Program Instrument ("Instrument") by the Sacramento District of the U.S. Army Corps of Engineers ("USACE"), Region IX of the U.S. Environmental Protection Agency ("USEPA"), the National Oceanic and Atmospheric Administration's National Marine Fisheries Service ("NMFS"), the State Water Resources Control Board ("State Board"), the Central Valley Regional Water Quality Control Board ("Central Valley Water Board"), and the Lahontan Regional Water Quality Control Board ("Lahontan Water Board") (jointly referred to as "Agencies").

Program Sponsor represents and warrants that the ILF Program is in good standing with the Agencies and has available the specified number of Fourteen Hundredths (0.14) Aquatic Resource Credit in the San Joaquin River Watershed Service Area to transfer to the Project Applicant.

Program Sponsor also represents and warrants to the Project Applicant that it has all right, title, and interest in the Credits necessary to transfer them to the Project Applicant.

DATED: _____

National Fish and Wildlife Foundation, Program Sponsor

By: _____
Timothy J. DiCintio, Senior Vice President, IDEA

Exhibit "C"
SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM
Payment Receipt

PROJECT APPLICANT INFORMATION

Name: Mariposa County Public Works
 Address: 4639 Ben Hur Road, Mariposa, CA 95338
 Telephone: (209) 742-1150 or mhessenheide@mariposacounty.org
 Contact: Matt Hesperheide

PROJECT INFORMATION

Project Description: Mitigation to "compensate for the loss of 0.07 acre of scrub shrub riparian and open water" as required by USACE (SPK-2017-00649) letter to "Mariposa County Public Works," dated November 7, 2017, ("SPK-2017-00649 Letter"), and to "compensate for the loss of 0.07 acre of scrub shrub riparian and open water" as required by the Central Valley Water Board (WDID 5B22CR00038) letter to "County of Mariposa," dated December 19, 2017, ("WDID 5B22CR00038 Letter"), for the Darrah Road Bridge Replacement project in Mariposa County, California.

Project Location: Latitude 37.4704°, Longitude -119.8797° (from USACE SPK-2017-00649); Section 17, Township 5 South, Range 19 East, Mount Diablo Base and Meridian, Latitude 37.47063°, Longitude -119.87917° (from Central Valley Water Board WDID 5B22CR00038), Mariposa County, California

Agency File Numbers: USACE SPK-2017-00649
 Water Board WDID 5B22CR00038

Credits Transferred: Fourteen Hundredths (0.14) Aquatic Resource Credit

ILF Program Service Area: San Joaquin River Watershed Service Area

PAYMENT INFORMATION

Payee: National Fish and Wildlife Foundation

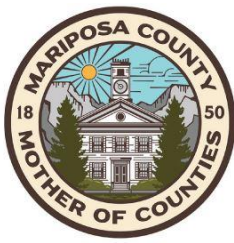
Payor: Mariposa County Public Works

Amount: Fifty-Five Thousand Five Hundred Dollars (\$55,500)

Method of payment: Electronic Funds Transfer _____ Check No. _____ Money Order No. _____

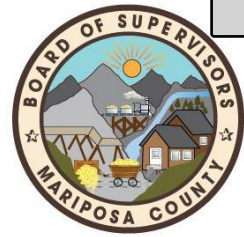
Received by: _____ Date: _____
 (Signature)

Name: Timothy J. DiCintio Title: Senior Vice President, IDEA



MARIPOSA COUNTY

Public Works • 209-966-2498



J.4

RESOLUTION - ACTION REQUESTED 2021-563

MEETING: October 5, 2021

TO: The Board of Supervisors

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

RE: Declare the Capitol Christmas Tree Tour a County Sponsored Event

RECOMMENDATION AND JUSTIFICATION:

Declare the 2021 U.S. Capitol Christmas Tree Tour a County Sponsored Event on November 4, 2021 from 12:00 pm to 2:00 pm. The tree will be staged at the vacant lot between 9th and 10th streets for all of the community to come and enjoy.

Each year, a different national forest provides a tree to light up the West Lawn of the U.S. Capitol building for the holiday season. The Six Rivers National Forest in partnership with nonprofit partner Choose Outdoors will bring this special gift from California to Washington, D.C. for the 2021 holiday season with a series of special events in communities along the way.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The tradition of the U.S. Capitol Christmas Tree began in 1964 when the Speaker of the House placed a live Christmas tree on the Capitol lawn. In 1970, the Capitol Architect first asked the USDA Forest Service to provide a tree. Since then, a different national forest has been invited to provide "The People's Tree" to celebrate the holidays this year. This is the fifth time California has been asked to provide the tree in the history of the program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve and the event will not be insured.

ATTACHMENTS:

CCT 2021 Event Planning Guide- Final (PDF)

CCT 2021 Event Planning Worksheet (PDF)

News Release - Forest Service (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

COMMUNITY EVENT PLANNING GUIDE

Welcome to the 2021 U.S. Capitol Christmas Tree Tour
celebrating the Six Rivers National Forest in California

This guide is intended to provide you with helpful information about the U.S. Capitol Christmas Tree and to help plan a successful event in your local community. Please read the guide to become familiar with the opportunities and planning considerations.



CONTENTS

- Page 2 – About the U.S. Capitol Christmas Tree
- Page 3 – About the 2021 Tour
- Page 4 – Event Considerations
- Page 5 – Planning Tips & Checklist
- Page 6 – Sponsors & Partners
- Page 7 – Contacts



ABOUT THE PROGRAM

The tradition of the U.S. Capitol Christmas Tree began in 1964 when the Speaker of the House placed a live Christmas tree on the Capitol lawn. In 1970, the Capitol Architect first asked the USDA Forest Service to provide a tree. Since then, a different national forest has been invited to provide “The People’s Tree” to celebrate the holidays each year.

The process of providing the U.S. Capitol Christmas tree is a year-long undertaking, which includes selecting the Tree for the West Lawn; providing 85+ companion trees for offices throughout Washington, D.C.; creating 15,000 ornaments that represent the State of California; hosting public events during the tree’s transport from California to Washington, D.C., and celebrations surrounding the tree lighting in Washington, D.C.

The **Six Rivers National Forest** in partnership with non-profit **Choose Outdoors** will bring a tree from California to Washington, D.C. in 2021. This is the fifth time California has been asked to provide the tree in the history of the program.



ABOUT THE 2021 TOUR

Special events will be held in 25+/- communities between California and Washington, D.C. at locations that may include schools, state capitols, city halls, military bases, stadiums, retailers or local businesses. A “track the tree” feature will be available on the website, providing real time updates of the tree’s location on the tour.

The following items are included in the U.S. Capitol Christmas Tour:

- Viewing and photo opportunities of the 2021 U.S. Capitol Christmas tree.
- Ability to sign the banners on the sides of the truck to wish the tree well.
- Information/hand outs and small giveaways from the Six Rivers National Forest, Choose Outdoors and Event Sponsors (TBD pending health guidelines)
- U.S. Capitol Christmas Tree merchandise for purchase (TBD pending health guidelines)
- Smokey Bear and Woodsy Owl (mascots)
- Use of program logo
- Media materials, including press release templates, for local promotion
- Inclusion in press about the tour and event promotion.



EVENT CONSIDERATIONS

- The truck and trailer the tree is traveling on will be 102'. with minimum turning radius of 42 degrees in each direction. The event location must be easy to access and have enough space to accommodate the tree. (The height and width of the truck are standard semi-truck size; it is just the length that is slightly larger). For example:
 - A large parking lot near a major interstate is an ideal location.
 - A stop in a major downtown area that requires the truck/trail to take many corners is not ideal, unless the streets can allow the truck to turn from four lanes to two lanes or vice versa. (42 degrees in each direction.)
- Plan accordingly for winter weather.
- Law enforcement must be notified and involved in the logistics of the tree's visit in a local community. Choose Outdoors and USDA Forest Service Law Enforcement personnel will work closely with your community to ensure a seamless experience.
- While event planning support is provided in advance (as needed), local communities are responsible for ensuring the success of the event in each community. Designating a single, primary contact is strongly encouraged.
- There is no charge for a tree appearance. However, local communities are responsible for covering any event expenses associated with the stop (examples such as a hot chocolate stand, appearance by Santa or local dignitaries, tables, chairs, tents, or supplies, etc.).

While not mandatory, here are three additional requests that are greatly helpful in creating a smooth cross-country journey:

- The tree needs to be watered every day. If possible, it would be helpful to arrange water at each local community event. This may entail involving the fire department to assist or more simply to plug in a garden hose to a faucet of some kind.
- Approximately 12 staff travel with the tree and need accommodations every night. Connections to local lodging properties is helpful. We also are happy to exchange sponsorship for receiving complimentary or reduced rate hotel rooms for non-Forest Service staff traveling with the tree (Choose Outdoors, drivers, etc.)
- The tree requires overnight security every night of the tour. A locked and fenced area is ideal. Assistance in making connections to locations or help making arrangements is greatly appreciated.



Event Planning Tips & Checklist

- ☐ Identify point person to serve as liaison with the Six Rivers NF and Choose Outdoors staff.
- ☐ Determine event time and event location.
 - Consider elements like weather (indoor or outdoor event), traffic flow, parking or access to event location, and the best time of day to engage the most attendees.
- ☐ Invite local community partners to participate and take the lead on a part of the event.
 - Suggestions include Chamber of Commerce, Visitor Bureau, Elementary Schools, High Schools, Colleges + Universities, Rotary or Lions Club, Boys Scouts and Girl Scouts, or outdoor or environmental clubs (such as nature centers), local businesses and retailers and local media.
 - Consider incorporating a charitable component, such as a food drive for a local food shelf or gift drive for Toys for Tots.
- ☐ Determine activities that will take place during the event.
 - Popular past activities have included appearances with Santa and Mrs. Claus, ornament making, cookie decorating, wreath making, hot chocolate or apple cider stand, along with entertainment such as carolers, high school choir, bell choir and Native American song and dance.
 - Determine if event requires electricity (such as audio equipment for speeches or musical performances) and plan location accordingly.
- ☐ Invite local dignitaries to play a role.
 - Include local politicians or celebrities to serve as host or emcee.
 - If time allows, host a short program that allows dignitaries to say a few words.
 - Ask Mayor to make a proclamation of "U.S. Capitol Christmas Tree Day".
- ☐ Create promotional materials, such as a flyer or poster to market the event.
- ☐ Develop media list and encourage local media to both promote the event in advance and to cover the event.
 - Press release template will be provided.
 - Forest Service spokespeople are available for interviews.
- ☐ Contact local law enforcement to notify them of the event; set up call with USDA Forest Service law enforcement and Choose Outdoors to determine event plan and possible needs or implications with the tree's visit.
- ☐ Set up check in calls with Six Rivers NF and Choose Outdoors staff discuss details for your event.
- ☐ Complete the event planning template and submit to the Forest Service & Choose Outdoors by Sept. 30, 2021.



SPONSORS & PARTNERS

The project is made possible thanks to the generous support of local and national partners who provide both financial and in-kind support., such as:



And with generous support from

Mountain F Enterprises, BT Metals, Berg Co, CalForest Foundation, Vesmir, Bass Pro Shops, Gene Lucas Community Center, Dick Taylor Chocolates, and Humboldt Craft Spirits.

Communities hosting local events are welcome to provide the estimated value of the event and organizations will be recognized at the appropriate sponsor level for the 2021 program.



CONTACTS

USDA Forest Service – Six Rivers National Forest

LeRoy Cyr

District Fish Biologist, Event Lead

p: 530-262-1790

f: 530-627-3401

leroy.cyr@usda.gov

Choose Outdoors

Jodi Massey

Director of Communications and Sponsorships

jodi@chooseoutdoors.org

612-868-7541

THANK YOU!

Six Rivers National Forest

Website: www.fs.usda.gov/srnf

Facebook: @SixRiversNF

Twitter: @SixRiversNF

U.S. Capitol Christmas Tree

Website: uscapitolchristmastree.com

Facebook: @USCapitolChristmasTree

Twitter @USCapitolTree

Instagram @uscapitolchristmastree





2021 U.S. Capitol Christmas Tree Event Planning Template

Date	November 4 th 2021
Time	Approximately 12 – 2pm
Location (name and address)	Mariposa, Ca. Open lot between 9 th and 10 th streets I sent photos to Nancey
Primary Contact(s) (Name, email, cell phone)	Miles Menetrey mmenetrey@mariposacounty.org 209-966-3222 office 209-819-9269 cell
Anticipated Attendance	200-250
Agenda/Timeline	Arrival of tree 12 noon till approximately 2pm - I am still working out actual agenda of events.
Escort (yes/no)	Do you plan to escort the tree in or out of town before or after the event? If so, please provide specifics of where to meet and who will be taking part. I am still working on this – The escort would begin at the intersection of highways 140/49South – as you hit the edge of town – the event location is about ¼ mile ahead right on hwy 140
Partners/Sponsors/ Other hosts *(please list full names/not abbreviations)	Mariposa County Board of Supervisors, Mariposa Lions Club, Mariposa Rotary Club, Mariposa County Sheriff, Mariposa County Fire, Cal Fire, Mariposa County Chamber of Commerce, Mariposa County High School Band (Grizzly Band), Mariposa County Public Works, Property owners Gene Mickel and Richard Radanovich.
Speakers/Presenters (If applicable)	Miles Menetrey – County Supervisor and RCRC representative
Current COVID Restrictions (if applicable)	Non at this time outdoors
Health/Safety Protocol	Examples: • Requiring face coverings • Social distancing • Clearly marked entrances and exits to event area • Maximum of 75 people inside event area at one time • Staff/volunteers/law enforcement on call to help disperse or manage crowding, if necessary • Hand sanitizer available

Promotional Plan	<i>Mariposa is a very small community 18,000 county residents word of mouth, social media will promote the event.</i>
Local Media	<i>Mariposa Gazette 209 966 2500 nicole@mariposagazette.com</i>
Social Media	<i>Provide social accounts of any partners who should be listed as co-hosts of the event. ??????????</i>

Six Rivers National Forest

Forest Service News Release



Media Contact:

Betsy Totten – Betsy.Totten@usda.gov

www.fs.usda.gov/srnf

Announcing the 2021 U.S. Capitol Christmas Tree Tour

The “People’s Tree” will make cross-country journey from California to Washington, D.C.

Eureka, California, September 16, 2021 – Each year, a different national forest provides a tree to light up the West Lawn of the U.S. Capitol building for the holiday season. The Six Rivers National Forest in partnership with nonprofit partner Choose Outdoors will bring this special gift from California to Washington, D.C. for the 2021 holiday season with a series of special events in communities along the way.

Festivities will be hosted by local communities at parks and plazas, schools, memorials and monuments, stadiums, main streets and even a parade. Well-wishers will have a chance to sign the banners on the sides of the truck, learn more about the Six Rivers National Forest, purchase U.S. Capitol Christmas Tree merchandise and more. Beginning Oct.29, the tree’s journey can be tracked in real time online at capitoltreetracker.com hosted by Spireon, Inc. Festivities are free and open to the public for all to enjoy. The schedule of events includes:

Friday, Oct. 29

9:00 a.m. – 12:00 p.m. Del Norte Visitor Center (1001 Front Street, Crescent City, CA 95531)

4:00 – 6:00 p.m. Eureka Waterfront (Madaket Square Boardwalk, D Street, Eureka, CA 95501)

Saturday, Oct. 30

10:00 a.m. – 12:00 p.m. Willow Creek Mainstreet (CA Hwy-299, Willow Creek, CA 95573)

4:00 – 6:00 p.m. Fortuna River Lodge (1800 Riverwalk Drive, Fortuna, CA 955340)

Sunday, Oct. 31

12:00 – 3:00 p.m. Pear Tree Shopping Center (504 East Perkins St, Ukiah, CA, 95540)

Monday, Nov. 1

10:00 a.m. – 11:30 a.m. Golden Gate National Recreation Area (435 Murray Circle, Sausalito, CA 94965)

3:00 – 5:00 p.m. Vallejo Waterfront Ferry Stop (289 Mare Island Way, Vallejo, CA 94590)

Tuesday, Nov. 2

3:00 – 6:00 p.m. Dixon May Fair (655 South 1st Street, Dixon, CA 95620)

Wednesday, Nov. 3

10:00 a.m. – 12:00 p.m. California State Capitol (1010 L Street, Sacramento, CA 95814)

5:00 – 7:00 p.m. Mother Lode Fairgrounds (220 Southgate Rd, Sonora, CA 95370)

Thursday, Nov. 4

12:00 p.m. – 2:00 p.m. Downtown Mariposa (Hwy 140 between 9th and 10th Street Mariposa, CA 95338)

Saturday, Nov. 6

8:30 – 10:30 a.m. Rose Bowl Stadium (1001 Rose Bowl Drive, Pasadena, CA 91103)

3:00 – 5:00 p.m. Redlands West Pearl Avenue (between Eureka and Orange Streets, Redlands, CA 92374)

Monday, Nov. 8

3:30 p.m. Holbrook Parade (escort through Holbrook, AZ 86025)

Tuesday, Nov. 9

10:00 - 11:00 a.m. Petrified Forest National Park (1 Park Road, Phoenix, AZ 86028)

Thursday, Nov. 11

9:00 a.m. – 12:00 p.m. New Mexico Veteran's Memorial (1100 Louisiana Blvd, SE #5009 Albuquerque, NM 87108)

Saturday, Nov. 13

11:00 a.m. – 1:00 p.m. Downtown Fayetteville (Northwest Avenue & West Dickson Street, Fayetteville, AR 72701)

6:00 p.m. – 8:00 p.m. Bass Pro Shops National Headquarters (1935 S Campbell Ave., Springfield, MO 65807)

Tuesday, Nov. 16:

6:00 – 8:00 p.m. Williamsport Town Hall 2 N, Conococheague St. Williamsport, MD 21795

Friday, Nov. 19

Delivery to West Lawn, U.S. Capitol Building

**Subject to change. Monitor website at www.uscapitolchristmastree.com/calendar for the latest updates.*

Safety of tour staff, event attendees and the tree are the top priority. Face coverings are required for all events and social distancing will be maintained. Along the way, we ask the public to be aware of the large truck's huge blind spots, wide turns, and longer stopping distances on our roads so we can all arrive safely to our destinations.

Follow along online at www.uscapitolchristmastree.com and @uscapitolchristmastree on Facebook and Instagram.

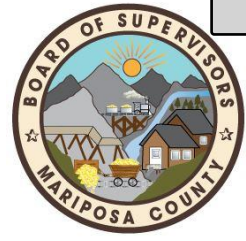
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MARIPOSA COUNTY

Administration/Human Resources • 966-3222



K.1

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Deputy Sheriffs' Association (DSA)

☐ **CONFERENCE WITH LEGAL COUNSEL:**

☐ **Existing Litigation:**

☐ Disclosure will jeopardize existing settlement negotiations.

☐ **Anticipated Litigation**

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

☒ **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**

Name of Employee Organization: Deputy Sheriffs' Association (DSA)

Name of County Designated Representative: Richard C. Bolanos

Title(s) of unrepresented individuals with whom negotiations are being conducted: _____

☐ **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**

(Government Code Section 54957 (b) (1))

☐ **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Position of employee under review: _____ (Government Code Section 54954.5)

☐ **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

☐ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Description of real property: _____

Agency negotiator: _____

Closed session will concern: () price; () terms of lease/purchase.

☐ **THREAT TO PUBLIC SERVICE FACILITIES**

Name of 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): _____

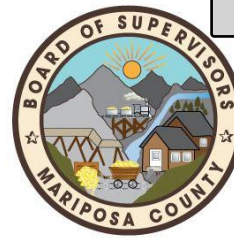
Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD



MARIPOSA COUNTY

Administration/Human Resources • 966-3222



MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Sheriff's Management Association (SMA)

☐ **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: Sheriff's Management Association (SMA)

Name of County Designated Representative: Richard C. Bolanos

Title(s) of unrepresented individuals with whom negotiations are being conducted: _____

☐ **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**

(Government Code Section 54957 (b) (1))

☐ **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Position of employee under review: _____ (Government Code Section 54954.5)

☐ **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

☐ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Description of real property: _____

Agency negotiator: _____

Closed session will concern: () price; () terms of lease/purchase.

☐ **THREAT TO PUBLIC SERVICE FACILITIES**

Name of 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): _____

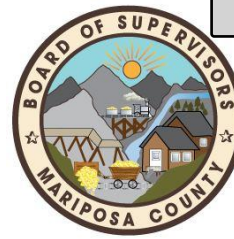
Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD



MARIPOSA COUNTY

County Counsel • (209) 966-3222



MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Closed Session Conference with Legal Counsel: Existing Litigation

☒ **CONFERENCE WITH LEGAL COUNSEL:**

☒ Existing Litigation: **In Re: National Prescription Opiate Litigation;** United States District Court Case No. **1:18-AT-336**

☐ Disclosure will jeopardize existing settlement negotiations.

☐ **Anticipated Litigation**

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

☐ **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**

Name of Employee Organization: _____
Name of County Designated Representative: _____
Title(s) of unrepresented individuals with whom negotiations are being conducted: _____

☐ **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**

(Government Code Section 54957 (b) (1))

☐ **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Position of employee under review: _____ (Government Code Section 54954.5)

☐ **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

☐ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Description of real property: _____
Agency negotiator: _____
Negotiating parties: (Specify name of party or parties (not agent)): _____
Closed session will concern: () price; () 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): _____

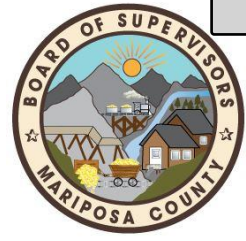
Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD



MARIPOSA COUNTY

Administration/Technical Services • 966-3222



M.1

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Technical Services & Microsoft 365 Update Summer 2021

RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation Regarding "A Single Productivity Suite; a Technical Services & Microsoft 365 Update - Summer 2021".

BACKGROUND AND HISTORY:

Late 2019, Administration and Technical Services presented, "A Single Productivity Suite" to the Board of Supervisors. The presentation reviewed the County's use of multiple productivity suites and outlined the plan for implementing a single suite; Microsoft 365. This presentation will provide an update on the Microsoft 365 implementation as well as gains made with technology.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not receive the presentation and miss the opportunity to hear updates about the technology that our county has moved to.

ATTACHMENTS:

Technical Services attachment original - Reduced (PDF)

RESULT: INFORMATION RECEIVED

A SINGLE PRODUCTIVITY SUITE

TECHNICAL SERVICES

&

MICROSOFT 365 UPDATE

SUMMER 2021

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Microsoft

CONTENTS

Technical Services

- Previous
- Action
- Progress
- New Additions

Microsoft 365

- Overview
- Goals
- Strategy
- The Plan
- Challenges & Solution

TECHNICAL SERVICES: HISTORICALLY

- Decentralized Technical Services function and managed separately
- ClientFirst conducted technology needs assessment
- Limited financial and staffing resources
- Critical systems out-of-date and nearing end-of-life
- Lack of Technical Services coordination presents problems

TECHNICAL SERVICES:ACTION

Consolidation of IT Staff and Technical Services

- Procurement and refresh cycle
- Help Desk function
- ERP: MegaByte and Enterprise
- Other enhancement and project
- Microsoft 365

TECHNICAL SERVICES: PROGRESS PROCUREMENT

Implementation of centralized procurement for computer equipment

- Over 200+ workstations needed to be upgraded
- Coordinated purchase of 100+ workstations
- Standardization of software and hardware

TECHNICAL SERVICES: PROGRESS HELP DESK

Help Desk and issuing tracking within Technical Services

- Increased capacity without the need for more IT staff
- Automated support request tracking for users and techs
- Better overview to further improve services levels

TECHNICAL SERVICES: PROGRESS HELP DESK EXPERIENCE

	Overall Quality of Support	Communication	Professionalism	Performance	Resolution	Average
Very Satisfied	89%	89%	91%	87%	90%	89.1
Satisfied	6%	7%	8%	7%	5%	6.6
Dissatisfied	3%	3%	0%	5%	2%	2.6
Very Dissatisfied	2%	1%	1%	1%	3%	1.6

- Since July 2020, processed 4,300+ support requests
 - Approximately 550+ support requests monthly
 - Per tech, roughly 31 tickets weekly
 - Requests vary from computer issues to inquiries

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Microsoft

TECHNICAL SERVICES: PROGRESS MEGABYTE & ENTERPRISE

Assisted with implementation of Enterprise Resource Planning (ERP) solutions

- MegaByte Property Tax
 - Replaced paper-based system
 - Provides public facing services
- Enterprise
 - Robust application set for core functions: Financials, HR/Payroll, etc.
 - Reduces need for ancillary systems
 - Allows of automation and real-time data analysis

TECHNICAL SERVICES: NEW ADDITIONS

- VPN Solution Upgrade
 - Secure mobile workforce
- GoToMeeting
 - Virtual meetings rooms
- ZorroSign
 - Digital signature solution
- Microsoft 365
 - Increased mobility and productivity

MICROSOFT 365: OVERVIEW

- In July 2019, Mariposa County announced the adoption of Microsoft 365 as the official productivity suite.
- Adopting a single productivity suite helped overcome issues with data sharing and communication across departments.
- Allowed for a more effective mobile workforce.

MICROSOFT 365: GOALS

- Fully migrate all departments to Microsoft 365
- One email domain for Mariposa County
- Reduce data sharing and collaboration barriers
- Prepare County for SharePoint and Teams implementation
 - Web-based communication and collaboration tools

MICROSOFT 365: STRATEGY

Technology Master Plan, ClientFirst

Initiative #27 - Human Services and the remainder of the County are using different electronic mail platforms.

- Reduces efficiency: increased support; training needs; limited integration capabilities
- Create roadblocks: limit ability to consolidate departments

“Moving to a single electronic mail platform will reduce barriers to cooperation and improve efficiencies.”

MICROSOFT 365:THE PLAN

Microsoft 365	Status
1. Prepare Microsoft 365 Environment	Completed
2. Migration Phase 1: General County Users	Completed
3. Migration Phase 2: HHSA from G Suite	Completed
4. Migration Phase 3: Law Enforcement Users	Active
5. SharePoint and Teams Deployment	Active

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Microsoft

MICROSOFT 365: CHALLENGES & SOLUTIONS

Challenges	Risks	Solutions	
Communication	Communication NOT reaching everyone	SharePoint Hubs and Teams Sites	
Tradition	Holding to legacy processes and solutions	Amendable to new processes and solutions	
Training	Trial & error rather than best practices	County resources and online training	
Patience	Too aggressive with new features too early	Focus on core suite: Outlook, Word, Excel, OneDrive	
Sacred Cows	Structuring around key people vs functions	Focus on the goals	

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Microsoft

QUESTIONS

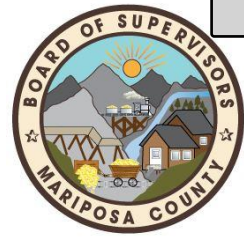
We value your input. Please let us know if you have any questions or comments.

- Dallin Kimble, dkimble@mariposacounty.org
- Joe Lynch, jlynch@mariposacounty.org
- Anthony Rios, arios@mariposacounty.org



MARIPOSA COUNTY

Administration/Human Resources • 966-3222



M.2

RESOLUTION - ACTION REQUESTED 2021-564

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Consider Adopting a COVID-19 Vaccination or Mandatory Testing Policy

RECOMMENDATION AND JUSTIFICATION:

Adopt a policy requiring vaccination and/or testing of County personnel, effective immediately.

As directed by the Board of Supervisors, staff recommends approval of one of the two attached policies related to vaccination and/or testing of County personnel. The first policy requires that unvaccinated personnel, including interns, volunteers, and some contractors, submit to weekly testing for COVID-19. The second policy requires weekly testing for all personnel.

Both policies clarify the applicability to contractors. Only those contractors who share an indoor workspace or cannot otherwise maintain a distance of six feet from County employees or public are affected by this policy. Likewise, both policies clarify the effective period of the policy and the results of noncompliance consistent with previous Board discussions.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On August 10, 2021, the Board provided direction to return to the measures that were implemented in March of 2020 in response to COVID-19.

On August 24, 2021, the Board directed staff to return with a policy for COVID-19 vaccination or mandatory testing of all County personnel.

On September 28, 2021, the Board directed staff to return with an amended Mariposa County COVID-19 Vaccination or Mandatory Testing Policy, and an alternate Mariposa County COVID-19 Mandatory Testing Policy for its consideration.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve either policy, and the County would not have a policy in place to implement all aspects of COVID-19 vaccination or mandatory testing; or revise and approve one of the policies presented.

ATTACHMENTS:

Draft Mariposa County Vaccination Or Mandatory Testing Policy-10-5-21 (PDF)
Draft Mariposa County Mandatory Testing Policy-10-5-21 (PDF)

RESULT: ADOPTED [3 TO 1]

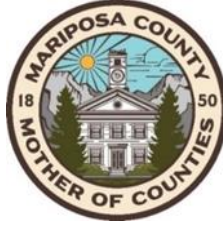
MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Wayne Forsythe, Miles Menetrey

NAYS: Marshall Long

EXCUSED: Tom Sweeney



MARIPOSA COUNTY COVID-19 VACCINATION OR MANDATORY TESTING POLICY

I. Preamble

Since March 2020, the County of Mariposa (“County”) has experienced an ongoing public health emergency related to the novel coronavirus pandemic (COVID-19). It is the responsibility of the County to mitigate negative public health consequences associated with increased incidence and test positivity rates, the prevalence of new virus variants, and effects of COVID-19 including hospitalization, Intensive Care Unit (ICU) admissions, and fatalities. As an employer, the County is also responsible for providing a safe workspace for all employees and complying with federal and state regulations and mandates.

Part of the County’s responsibility as an employer includes taking definitive actions to reduce the risk of personnel contracting or spreading COVID-19. Vaccination has been the most effective single action to reduce that risk. Wearing a mask, particularly indoors or when a distance of six feet or more cannot be maintained, and regular testing for COVID-19 are also recommended for reducing risk by the Centers for Disease Control (CDC), the California Department of Public Health (CDPH), and various other relevant agencies.

State of California and federal governments have set a standard for safe workspaces during the pandemic. Each has required their personnel, including volunteers and contractors, to be vaccinated or submit to weekly testing for COVID-19. Weekly testing is an accommodation for unvaccinated personnel who choose not to receive an available vaccine and is not available to all State or federal staff. State requirements for vaccination and/or weekly testing have also been extended to some County staff including those working in healthcare or jail settings.

To meet the established standard for a safe workplace and protect County personnel, community members with whom County personnel interact, and all residents of the County, the County requires its employees, volunteers, interns and certain contractors to be either fully vaccinated against COVID-19 or submit to weekly COVID-19 testing.

II. Relevant Definitions

1. "County personnel" for purposes of this Policy and related requirements, includes: (1) County employees; (2) Non-employees, including interns and volunteers, who provide services to the County; and (3) Contractors who are engaged by the County and share an indoor workspace with or cannot otherwise provide at least six feet of distance from County employees or members of the public. The inclusion of non-employees and contractors in the definition of "County personnel" confers no employment status between such individuals and the County.
2. "COVID-19 vaccine" means a vaccine to prevent COVID-19 approved by the United States Food and Drug Administration ("FDA") under either the Emergency Use Authorization ("EUA") or Biologics License Application ("BLA") (*i.e.*, general use) approval process.
3. "Fully vaccinated" means (1) it has been at least two weeks since a person has completed the entire recommended series of a COVID-19 vaccine, and (2) the person has provided proof of vaccination in a form consistent with the requirements for verification of vaccine status in the State of California's July 26, 2021 Public Health Officer Order which is available at the following web address:
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Unvaccinated-Workers-In-High-Risk-Settings.aspx>.

Proof of vaccination includes the following: (1) COVID-19 vaccination record card (issued by the Department of Health and Human Services, Centers for Disease Control & Prevention ("CDC") or World Health Organization Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); (2) a photo of a vaccination record card as a separate document; (3) a photo of a vaccination record card stored on a phone or electronic device; (4) documentation of COVID-19 vaccination from a health care provider; (5) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; and (6) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

4. "Partially vaccinated" means (1) a person has received (i) one dose of a two dose recommended series of a COVID-19 vaccine or (ii) the complete recommended series of a COVID-19 vaccine but it has not been at least two weeks since the person has completed the entire recommended series, and (2) the person has provided proof of vaccination in a form consistent with the requirements for verification of vaccine status in the State of California's July 26, 2021 Public Health Officer Order.
5. "Unvaccinated" means an individual who is not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided.

6. "Worksite" means any work location, working area, or common area at work including all County buildings, facilities, vehicles, and fields.
7. "COVID-19 test" means a viral test for SARS-CoV-2 that is:
 - a. Approved by the FDA under either the EUA or BLA approval process to diagnose current infection with the virus that causes COVID-19; and
 - b. Administered in accordance with the FDA approval.

III. Scope

This policy applies to all County personnel.

IV. Effective Period

The policy shall be effective immediately and shall remain in full force and effect until the Mariposa County Public Health Officer determines that the local public health circumstances have sufficiently improved to permit the suspension of the policy. If suspended, the policy may be reinstated if local public health circumstances worsen.

Generally, local public health circumstances will be sufficiently improved when the CDC reports the level of COVID-19 transmission in the County as "moderate" or "low". Worsening circumstances will be indicated by CDC reports of COVID-19 transmission as "substantial" or "high".

V. Vaccination or Testing Requirement

All County personnel must be fully vaccinated or submit to weekly testing for COVID-19. Partially vaccinated County personnel must submit to weekly testing until such time that they are fully vaccinated.

VI. Vaccination Option

County personnel may obtain the COVID-19 vaccine for free at a vaccination site of their choosing. Information on the COVID-19 vaccines and how to obtain vaccination is available at <https://covid19.ca.gov/vaccines/>.

County employees who elect to be vaccinated in accordance with this policy may do so during their normal working hours. Such employees will receive their normal compensation for their time spent being vaccinated.

VII. Testing Option

County personnel who choose not to be vaccinated shall be required to test each week for COVID-19. Personnel who are symptomatic or close contacts of individuals diagnosed with COVID-19 may also be required to test.

Personnel may provide official results from an authorized testing center to meet this requirement. No-cost COVID-19 testing will also be provided for all personnel, regardless of vaccination status, during normal working hours on Mondays, Wednesdays and Fridays as follows:

- Mariposa Room at HHSA (Lemee Lane): 8:30 a.m. - 11:00 a.m.
- Outside the Government Center: 1:00 p.m. - 2:30 p.m.
- Public Works Department: 3:00 p.m. - 4:30 p.m.
- Public safety employees may also test at the County Jail, Mercy Ambulance, or John C. Fremont Hospital 24 hours a day, seven (7) days a week.

Employees will receive their normal compensation for time spent being tested.

VIII. Testing Results

Regardless of vaccination status, personnel who test positive for COVID-19 shall be required to return to their home or place of residence and not report back to work until such time as they have satisfied the return-to-work requirements included in this policy. Personnel who test positive are further required to comply with local public health directives regarding contact tracing, quarantining and/or isolation.

Personnel who test negative for COVID-19 shall be permitted to perform work at County worksites and/or facilities.

IX. Return to Work Requirements

County personnel who test positive and present symptoms associated with COVID-19 shall not return to work until:

1. At least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medications;
2. COVID-19 symptoms have improved; and
3. At least 10 days have passed since COVID-19 symptoms first appeared.

County personnel who test positive and present *no* symptoms associated with COVID-19 shall not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

X. Refusal to Vaccinate or Submit to Weekly Testing

County personnel who choose not to be vaccinated or submit to weekly testing as required by this policy shall not be permitted to perform work at County worksites or facilities. If possible, remote work will be offered to such personnel. If essential job duties cannot be performed remotely without imposing an undue hardship on the

County or its operations, employees will be required to use their own paid leave to account for time not worked. Employees without paid leave may take unpaid leave.

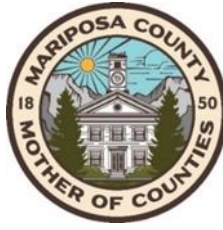
Non-employees and contractors who are unwilling or unable to comply with this policy should contact the relevant department head for further direction.

XI. Confidentiality of Vaccination Records and Testing Results

The County will treat all vaccination records and testing results as confidential medical information and maintain such records as required by the Confidentiality of Medical Information Act ("CMIA").

The County will not use or disclose such information, unless authorized to do so or as permitted or required under the law.

Created: 10/21 (B/S Res. 21-xxx)



MARIPOSA COUNTY COVID-19 MANDATORY TESTING POLICY

I. Preamble

Since March 2020, the County of Mariposa (“County”) has experienced an ongoing public health emergency related to the novel coronavirus pandemic (COVID-19). It is the responsibility of the County to mitigate negative public health consequences associated with increased incidence and test positivity rates, the prevalence of new virus variants, and effects of COVID-19 including hospitalization, Intensive Care Unit (ICU) admissions, and fatalities. As an employer, the County is also responsible for providing a safe workspace for all employees and complying with federal and state regulations and mandates.

Part of the County’s responsibility as an employer includes taking definitive actions to reduce the risk of personnel contracting or spreading COVID-19. Wearing a mask, particularly indoors or when a distance of six feet or more cannot be maintained, and regular testing for COVID-19 are recommended for reducing risk by the Centers for Disease Control (CDC), the California Department of Public Health (CDPH), and various other relevant agencies.

State of California and federal governments have set a standard for safe workspaces during the pandemic.

To meet the established standard for a safe workplace and protect County personnel, community members with whom County personnel interact, and all residents of the County, the County requires its employees, volunteers, interns and certain contractors to submit to weekly COVID-19 testing.

II. Relevant Definitions

1. “County personnel” for purposes of this Policy and related requirements, includes: (1) County employees; (2) Non-employees, including interns and volunteers, who provide services to the County; and (3) Contractors who are engaged by the County and share an indoor workspace with or cannot otherwise provide at least six feet of distance from County employees or members of the public. The inclusion of non-employees and contractors in the definition of “County personnel” confers no employment status between such individuals and the County.

2. "Worksite" means any work location, working area, or common area at work including all County buildings, facilities, vehicles, and fields.
3. "COVID-19 test" means a viral test for SARS-CoV-2 that is:
 - a. Approved by the FDA under either the EUA or BLA approval process to diagnose current infection with the virus that causes COVID-19; and
 - b. Administered in accordance with the FDA approval.

III. Scope

This policy applies to all County personnel.

IV. Effective Period

The policy shall be effective immediately and shall remain in full force and effect until the Mariposa County Public Health Officer determines that the local public health circumstances have sufficiently improved to permit the suspension of the policy. If suspended, the policy may be reinstated if local public health circumstances worsen.

Generally, local public health circumstances will be sufficiently improved when the CDC reports the level of COVID-19 transmission in the County as "moderate" or "low". Worsening circumstances will be indicated by CDC reports of COVID-19 transmission as "substantial" or "high".

V. Testing Requirement

1. All County employees, volunteer and interns must submit to weekly testing for COVID-19.
2. All newly hired County employees and any new volunteer or interns must submit to weekly testing for COVID-19.
3. Contractors who are engaged by the County and share an indoor workspace with or cannot otherwise provide at least six feet of distance from County employees or members of the public must submit to weekly testing for COVID-19.

Personnel may provide official results from an authorized testing center to meet this requirement. No-cost COVID-19 testing will also be provided for all personnel, regardless of vaccination status, during normal working hours on Mondays, Wednesdays and Fridays as follows:

- Mariposa Room at HHSA (Lemee Lane): 8:30 a.m. - 11:00 a.m.
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- Public Works Department: 3:00 p.m. - 4:30 p.m.
- Public safety employees may also test at the County Jail, Mercy Ambulance, or John C. Fremont Hospital 24 hours a day, seven (7) days a week.

Employees will receive their normal compensation for time spent being tested.

VI. Testing Results

Regardless of vaccination status, personnel who test positive for COVID-19 shall be required to return to their home or place of residence and not report back to work until such time as they have satisfied the return-to-work requirements included in this policy. Personnel who test positive are further required to comply with local public health directives regarding contact tracing, quarantining and/or isolation.

Personnel who test negative for COVID-19 shall be permitted to perform work at County worksites and/or facilities.

VII. Return to Work Requirements

County personnel who test positive and present symptoms associated with COVID-19 shall not return to work until:

1. At least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medications;
2. COVID-19 symptoms have improved; and
3. At least 10 days have passed since COVID-19 symptoms first appeared.

County personnel who test positive and present *no* symptoms associated with COVID-19 shall not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

VIII. Refusal to Submit to Weekly Testing

County personnel who choose not to submit to weekly testing as required by this policy shall not be permitted to perform work at County worksites or facilities. If possible, remote work will be offered to such personnel. If essential job duties cannot be performed remotely without imposing an undue hardship on the County or its operations, employees will be required to use their own paid leave to account for time not worked. Employees without paid leave may take unpaid leave.

Non-employees and contractors who are unwilling or unable to comply with this policy should contact the relevant department head for further direction.

IX. Confidentiality of Testing Results

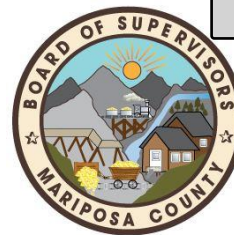
The County will treat all testing results as confidential medical information and maintain such records as required by the Confidentiality of Medical Information Act ("CMIA").

The County will not use or disclose such information, unless authorized to do so or as permitted or required under the law.



MARIPOSA COUNTY

Administration • 966-3222



RESOLUTION - ACTION REQUESTED 2021-565

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Golden State Connect Authority JPA

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution Approving the Golden State Connect Authority Joint Exercise of Powers Agreement (JPA); and Authorize the Board of Supervisors Chair to Sign the JPA.

Over the past two years, Rural County Representative of California (RCRC) has engaged in several initiatives aimed at promoting access to quality broadband. The recent enactment of Senate Bill 156 has introduced new opportunities to expand these efforts significantly.

To best take advantage of these opportunities, the RCRC Board of Directors has approved the formation of the Golden State Connect Authority JPA. Activities within Golden State Connect Authority will focus exclusively on broadband. All RCRC member counties are welcome and encouraged to join. There is no financial impact associated with joining the JPA and no obligation for individual member counties to provide funds to the Authority absent a separate agreement to participate in one (or more) of the specific programs. As with both RCRC and its affiliate Golden State Finance Authority (GSFA), the proposed new entity will be governed by delegate Supervisors from each member county, and day-to-day operations will be administered by RCRC staff.

The primary goals for the project structure are:

- to ensure that elected County Supervisors retain control of the program, with day-to-day administration provided by RCRC staff,
- to allow for partnership agreements between like-governmental entities for the operation and advancement of the program of work, and,
- to attract public and private investment in the program, as necessary and appropriate.

Initial areas of focus for broadband work on behalf of Member Counties will include:

- Foundational Readiness: Ensure all member counties have broadband strategic plans
- Capacity Building: Equip rural counties with information and resources about innovative models and approaches to broadband deployment
- Demonstration Projects: Implement open-access municipal broadband projects

With no obligations and the possibility of access to resources for future projects in Mariposa County, staff recommends approval of the resolution to join the Golden State Connect Authority.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On August 18, 2021, the Board of Directors of Rural County Representatives of California (RCRC) voted unanimously to approve the formation of a Joint Powers Authority (JPA), Golden State Connect Authority, for the purpose of expanding broadband access and quality in rural counties.

Resolution 2021-375 approved a Memorandum of Understanding (MOU) with GSFA for a countywide broadband strategic plan.

Resolution 2021-288 approved a letter of support for GSFA's application for countywide broadband strategic plans and indicated the Board's intent to participate in that program.

Resolution 2020-336 ratified a letter of support for the Central Sierra Broadband Roadmap. Grant funding was later awarded through the federal Economic Development Administration to create a regional plan for five counties from Alpine to Mariposa.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not join the Golden State Connect Authority. The County may not have access to some resources for future broadband projects.

FINANCIAL IMPACT:

There is no financial impact to this action. Joining the JPA may open opportunities for additional funding for broadband in the future.

ATTACHMENTS:

Golden State Connect Authority Joint Exercise of Powers Agreement(PDF)

RCRC's Rural Broadband Initiative (PDF)

MARIPOSA COUNTY Board Resolution for GSFA JPA Approval (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

EXCUSED: Tom Sweeney

GOLDEN STATE CONNECT AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

- A. WHEREAS, the Joint Exercise of Powers Act, Government Code section 6500 et seq., permits two or more public agencies by agreement to jointly exercise any powers common to the contracting parties, and further provides additional powers; and
- B. WHEREAS, the Members have the common power to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service, pursuant to Government Code section 26231; and
- C. WHEREAS, the Members further have the common powers to establish programs to meet the social needs of their population, including promoting the economic development and welfare of their communities, and to do all acts necessary to participate in any federal program whereby federal funds are granted for purposes of public works or community improvement, pursuant to Government Code sections 12100 et seq., 26227, 52200 et seq., and 53703; and
- D. WHEREAS, access to broadband is an increasingly essential resource for educational opportunity, health care access, economic growth, and civic engagement, and despite the importance of broadband, access remains uneven throughout the state, particularly in rural areas; and
- E. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purposes of making reliable and adequate communications services and connectivity available for the benefit of rural communities, businesses, and residents, including without limitation establishing and operating programs and projects to facilitate provision and expansion of broadband internet access service and related telecommunications services in rural communities, and directly providing such services in substantially the same manner as a municipal utility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members

individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Audit Committee" means a committee made up of the Executive Committee.

"Authority" means Golden State Connect Authority (GSCA), established by this Agreement.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Broadband internet access service" has the same meaning as defined in Government Code section 53167, as hereafter amended.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which as member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Participating Entity" shall mean any public agency (as defined in California Government Code section 6500) or joint powers authority that is authorized to provide, permit, or facilitate broadband internet access service or related telecommunications services, which participates in the Authority pursuant to Section 4.d.

“Program” or “Project” means any work, improvement, program, project or service undertaken by the Authority.

“Rural County Representatives of California” or “RCRC” means the nonprofit entity incorporated under that name in the State of California.

“Supervisor” means an elected County Supervisor from a Member county.

2. Purpose

The purposes of the Authority are to make reliable and adequate communications services and connectivity available for the benefit of rural communities, businesses, and residents, including without limitation establishing and operating programs and projects to facilitate provision and expansion of broadband internet access service and related telecommunications services in rural communities, and directly providing such services in substantially the same manner as a municipal utility. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to its Members as provided herein, including without limitation all those powers set forth in the Recitals, and any additional powers otherwise authorized by the Act and other applicable laws, including provision of financing and other programs and projects as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members; Participating Entities

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. Any public agency (as defined in California Government Code section 6500) or joint powers authority that is authorized to provide, permit, or facilitate broadband internet access service or related telecommunications services may become a Participating Entity upon Executive Committee or Board approval and adoption by the governing body of said public agency of a

participation agreement in the form prescribed by the Authority.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purposes, as set forth in Section 2, the Authority shall have the power to exercise any and all powers common to the Members, including without limitation all those powers set forth in the Recitals, and any additional powers otherwise authorized by the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member may also separately exercise any and all such powers. Pursuant to Government Code section 6509, the powers of the Authority shall be those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. Without limiting the generality of the foregoing, the Authority shall further have the following specific powers:

- (1) To establish and operate programs and projects to facilitate provision and expansion of broadband internet access service and related telecommunications services in rural communities, including without limitation all powers authorized pursuant to Government Code section 26231, as hereafter amended.
- (2) To acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service.
- (3) To do all acts necessary to participate in any federal program whereby federal funds are granted for purposes of public works or community improvement in furtherance of the purposes of the Authority.
- (4) To finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure, including without

limitation the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act.

- (5) To issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Executive Committee or Board under any applicable provision of law. The Authority may receive funds from any lawful source and may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds.
- (6) To issue other forms of indebtedness authorized by the Act or applicable law, and to secure such debt, to further such purpose. Without limiting the generality of the foregoing, the Authority shall be empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500) of the Government Code of the State of California). The Authority may further utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.
- (7) To impose, levy, collect or cause to be collected, to receive and use sales taxes, parcel taxes, Mello Roos taxes, property taxes, special taxes, or any other type of tax or assessment, as authorized by law.
- (8) To apply for, accept, and receive all permits, grants, loans, or other aids from any federal, state, tribal or other local public agency.
- (9) To promulgate, adopt and enforce any ordinances, policies, rules and regulations as may be necessary to implement and effectuate the terms, provisions and purposes of this Agreement.
- (10) To exercise the common powers of the Members and exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement.

d. The Authority is hereby authorized to do, in its own name, all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property, tangible or intangible, wherever located, including the common power of the parties hereto to acquire any real or personal property, tangible or intangible, and

- any interests therein, wherever located, by the power of eminent domain;
- (5) incurring debts, liabilities or obligations,
- (6) receiving and administering trusts, bequests, grants, gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations, tribal governments, or any other governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) prescribing, setting the amount of, revising, and collecting, by any lawful means, user charges and fees necessary to carry out the purposes of this Agreement, including without limitation fees and charges for services provided and the use of any real, personal, or intellectual property of the Authority,
- (9) assessing fees on Members and Participating Entities who elect to participate in programs or projects of the Authority,
- (10) cooperating and contracting with other public agencies in furtherance of the purposes of the Authority, including state and federal agencies, tribal agencies and agencies of other states, in accordance with applicable law,
- (11) establishing and administering one or more nonprofit corporations under the Nonprofit Corporations Law (Division 2 (commencing with Section 5000) of the Corporations Code of the State of California) to undertake programs and projects in furtherance of the purposes of the Authority,
- (11) To make any regulatory filings or reports required by federal or state law related to broadband internet access service and telecommunications services, and to participate in relevant rulemaking and adjudicative proceedings
- (12) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Executive Committee or Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Executive Committee or Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members nor the Authority shall be obligated to pay the principal of or

premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b.

c. The governing body of each Member of the Board shall appoint a Supervisor as an Alternate to serve on the Board in the absence of the Delegate; the Alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No Alternate may have more than one vote at any meeting of the Board, and any Member's designation of an Alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such Alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c.

d. Delegates shall not receive compensation for serving as Delegates but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

e. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

f. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

g. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually but may meet more frequently upon call of any officer or as provided by action of the Board. The date and hour and place of each regular meeting shall be fixed by action of the Board.

b. Meetings of the Board, including special and emergency meetings, shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. A majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director and Secretary of the Authority. The Chief Financial Officer of RCRC shall likewise serve *ex officio* as the Chief Financial Officer, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, and to adopt administrative, personnel, accounting, and similar internal policies for the operation of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Chief Financial Officer, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Chief Financial Officer, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall have an Executive Committee comprised of no fewer than nine (9) and no more than eleven (11) members of its Board. The Executive Committee shall consist of the following members:

- (1) The Chair and Vice Chair of the Authority.
- (2) Any members of the Executive Committee of RCRC who are presently serving on the Board of the Authority.
- (3) If there are fewer than nine (9) members serving on the Executive Committee under subsections (1) and (2), the Board shall appoint one or more additional Delegates to the Executive Committee at-large, so that the Executive Committee has nine (9) members.

b. Powers and Limitations

- (1) Except as otherwise directed by the Board, the Executive Committee shall exercise all powers of the Board as necessary to conduct the business and affairs of the Authority between Board meetings, provided that the annual budget must be approved and adopted by the Board.
- (2) The Executive Committee shall further have the power to approve, upon a two-thirds vote of the full membership, projects or programs to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service.
- (3) Other duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the

Board.

- (4) The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Unless otherwise provided by the Board, upon termination of this agreement, any assets in the possession of the Authority after payment of all liabilities, costs, expenses and charges incurred under this Agreement shall be distributed as follows:

a. Broadband or telecommunications infrastructure shall be distributed to whatever public entity or entities, if any, that have assumed responsibility for provision of broadband internet access service or telecommunications services, respectively, within the territory served by such infrastructure. Ancillary real property, agreements, books and records, and customer data shall similarly be distributed or assigned, in accordance with applicable law.

b. Any assets not distributed under Section 11.a shall be disposed of as the Board shall determine with the objectives of allowing any broadband or telecommunications systems operated by the Authority to continue operating as going concerns to the extent practicable, and otherwise of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

c. All Members will cooperate in good faith to implement this Section in a manner that, to the extent required by this Section or as directed by the Board, continues the provision of services and minimizes disruption to customers; preserves the value of the broadband and telecommunications infrastructure as a going concern; and completes any transition and distributions in a timely manner.

12. Agreement Not Exclusive

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other improvements, programs, and projects as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any

advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members; Breach

If any Member shall default in performing any covenant contained herein, such default shall not excuse that Member from fulfilling its other obligations hereunder, and such defaulting Member shall remain liable for the performance of all covenants hereof. Each Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

a. To the full extent permitted by law, the Executive Committee or Board shall

authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

b. The Authority shall indemnify, defend, and hold harmless the Members hereto and their officers, agents, servants, and employees, from any and all claims, losses, damages, costs, or liabilities resulting to any person, firm, or corporation or any other public or private entity from any cause whatsoever arising from or in any way connected with the performance and exercise of the Authority's powers, except where such indemnification is prohibited by law.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board.

20. Withdrawal of Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any

termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member from obligations incurred by such terminated or withdrawing Member prior to the time of its termination or withdrawal.

21. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

h. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Authority and the parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Authority or any of the parties hereto.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

COUNTY OF _____

By: _____

Dated: _____

Name:

Title:

Attest:

By _____

Clerk of the Board of Supervisors

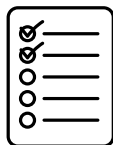
BROADBAND FOR RURAL CALIFORNIA

Objective: Increase access to reliable, affordable high-speed broadband for all rural Californians

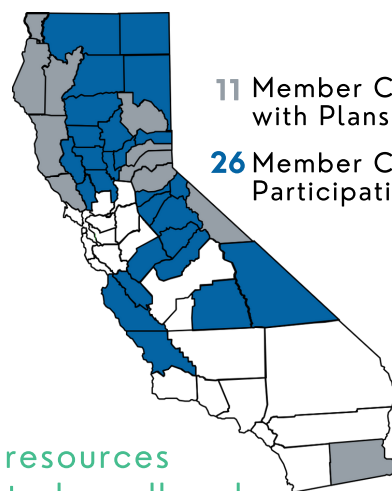
RCRC is preparing the formation of a joint powers authority entitled Golden State Connect Authority to implement RCRC's objective through advancing the establishment of broadband infrastructure in rural counties.

This will occur in three phases:

1. Ensure all member counties have broadband strategic plans



RCRC is serving as the collective applicant on a U.S. Economic Development Administration grant to fund the development of broadband strategic plans in 26 RCRC member counties that do not have one.



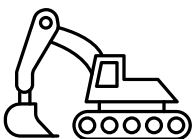
2. Equip rural counties with information and resources about innovative models and approaches to broadband deployment



GSCA will conduct workshops to inform rural counties of the innovative models and approaches for delivery of reliable, affordable, high-speed broadband and to showcase successful municipal broadband projects from across the U.S.



3. Implement open-access municipal broadband demonstration projects



GSCA will install broadband fiber in an open-access, public-benefit, municipal model beginning with two locations and then expanding to additional project locations.



Note: Phases and activities listed are dependent upon establishment of Golden State Connect Authority and the approval of its board. All dates listed are estimates and subject to change.

RESOLUTION _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
MARIPOSA APPROVING AND AUTHORIZING THE CHAIRPERSON TO EXECUTE
THE GOLDEN STATE CONNECT AUTHORITY JOINT EXERCISE OF POWERS
AGREEMENT**

WHEREAS, on August 18, 2021, the Board of Directors of Rural County Representatives of California (RCRC), of which MARIPOSA County is a member, voted to create a new joint powers authority for the purpose of expanding broadband access and quality in rural counties, and authorized submission of the proposed Golden State Connect Authority Joint Exercise of Powers Agreement (“GSCA JPA”) to RCRC member counties for approval; and

WHEREAS, the proposed GSCA JPA been provided to each RCRC member county for review and approval; and

WHEREAS, the members of the Board of Supervisors of the County of MARIPOSA have each been provided with a copy of the proposed GSCA JPA for review; and

WHEREAS, the Board of Supervisors of the County of MARIPOSA desires to approve the proposed GSCA JPA and join the Golden State Connect Authority as a Member county;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA, as follows:

1. The Board of Supervisors hereby approves and authorizes the Chairperson to execute the GSCA JPA, in substantially the form attached hereto and incorporated herein by reference.

2. The Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this Resolution to the President of RCRC.

PASSED AND ADOPTED this ____ day of _____ 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair of the Board of Supervisors

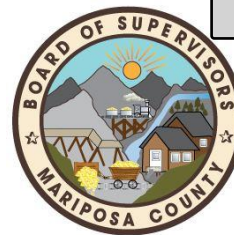
Clerk of the Board of Supervisors

Attachment: MARIPOSA COUNTY Board Resolution for GSCA JPA Approval (RES-2021-565 : Golden State Connect Authority JPA)



MARIPOSA COUNTY

Administration • 966-3222



RESOLUTION - ACTION REQUESTED 2021-566

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Agreement with Townsend Public Affairs

RECOMMENDATION AND JUSTIFICATION:

Approve a Three Year Agreement with Townsend Public Affairs to Develop and Implement a State and Federal Government Legislative Advocacy and Funding Strategy to Support the Agenda of the County with an Amount not to exceed \$156,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Townsend Public Affairs has worked on behalf of Mariposa County for several years to develop and implement a State and federal government legislative advocacy and funding strategies beneficial for the County. Services include, but are not necessarily limited to, the following:

- Provide State and federal legislative advocacy services for the County of Mariposa for efforts to support County services and infrastructure.
- Provide State and federal funding advocacy services for the County of Mariposa for County projects and services, including funding request development, review, submittal, and advocacy.
- Consult in the development, review, and submittal of competitive funding requests to support projects identified in Mariposa County's Comprehensive Economic Development Strategy.
- Provide other, related services for the County of Mariposa as requested.

This is a three year agreement with the option to extend two additional twelve month periods upon written approval of both parties. The maximum compensation payable to Contractor under this Agreement is thirty thousand dollars (\$30,000.00) per annum and thirty-three thousand dollars (\$33,000.00) for each extension period, with a not-to-exceed amount of one hundred fifty six thousand dollars (\$156,000).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

From 2017 - 2021 This contract has been a yearly, CAO approved contract. This will be the first multi-year contract with this vendor.

The Board adopted Resolution #16-498 on September 20, 2016, approving an Agreement with the EDC to secure the consulting services of Townsend Public Affairs

in the amount of \$30,000.

The Board adopted Resolution #15-450 on September 22, 2015, approving an Agreement with the EDC to secure the consulting services of Townsend Public Affairs in the amount of \$30,000.

The Board adopted Resolution #14-558 on October 28, 2014, approving an Agreement with the EDC to secure the consulting services of Townsend Public Affairs in the amount of \$30,000.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the contract. The County will need to identify another entity to provide these services, assign these duties to county employee(s), or forego these services. The County has benefited from the services provided by Townsend and the aforementioned alternatives may not be as successful.

FINANCIAL IMPACT:

Funding for the contract is budgeted

ATTACHMENTS:

Townsend FY22 (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

EXCUSED: Tom Sweeney

AGREEMENT FOR ADVOCACY AND GRANT WRITING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 5th day of October, 2021, by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and Townsend Public Affairs (“Contractor”), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on October 1, 2021, through and including September 30, 2024. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The County Administrative Officer or his/her designee is authorized to execute such written approval on behalf of County based on Contractor’s satisfactory performance.

2. SERVICES

Contractor shall perform advocacy and grant writing services as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is thirty thousand dollars (\$30,000.00) per annum and thirty-three thousand dollars (\$33,000.00) for each extension period for a total not-to-exceed amount of one hundred fifty six thousand dollars (\$156,000). Contractor’s hourly rates are listed in Exhibit B, “Cost Proposal.” County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than

\$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

(5) 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.

(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 of willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

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:

Townsend Public Affairs
925 L Street, Suite 1404
Sacramento, CA 95814

COUNTY:

County Administrative Officer
County of Mariposa
P.O. Box 784
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the

same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

CONTRACTOR

Marshall Long, Chair
Board of Supervisors

Christopher Townsend
President

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Rene LaRoche
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A SCOPE OF WORK

Consultant shall develop and implement a State and federal government legislative advocacy and funding strategy to support the agenda of the County, including, but not necessarily limited to, the following services and projects:

- Provide State and federal legislative advocacy services for the County of Mariposa for efforts to support County services and infrastructure.
- Provide State and federal funding advocacy services for the County of Mariposa for County projects and services, including funding request development, review, submittal, and advocacy.
- Consult in the development, review, and submittal of competitive funding requests to support projects identified in Mariposa County's Comprehensive Economic Development Strategy.
- Provide other, related services for the County of Mariposa as requested.

County Initials _____

Consultant Initials _____

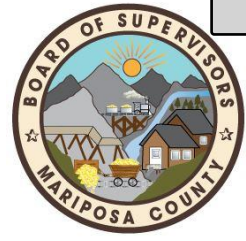
Exhibit B
COST PROPOSAL

County shall make equal monthly payments within thirty (30) days of receiving an approved invoice. Equal payments calculate to \$2,500.00 per month for the initial three-year period and \$2,750 per month during the extension period(s).



MARIPOSA COUNTY

Administration • 966-3222



M.5

MEETING: October 5, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion About COVID-19 and Advisory Boards

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Continuity of Brown Act Board and Committee Operations.

On August 10, 2021, in response to the surge of the COVID-19 delta variant, the Board directed staff to implement the same pandemic precautions that were instituted at the onset of the pandemic in March 2020. These precautions included closing the lobby areas of county buildings except to allow for the Board of Supervisors meetings to remain open to the public.

In the intervening time, there has been some confusion about the will of the Board with regard to advisory boards, commissions, committees and other entities that operate under the Board's direction. Some have understood the Board's direction to be a cancellation of their meetings; while others have continued to meet.

Staff is seeking direction to understand: 1) whether the Board would like these entities to continue to meet to discuss the items in their respective stewardships; and 2) whether the Board would like to open the chambers for these meetings, if they should continue at all, or direct these entities to use some other physical or virtual location.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Throughout the novel coronavirus pandemic, various requirements and mandates have been imposed primarily at the state level. The County has complied with these mandates, including requiring indoor masking and social distancing for all staff for the majority of the past seventeen months.

In addition, the County closed all lobbies when in the purple tier and closed non-essential lobbies in the red tier. Services were provided through alternative delivery methods such as appointments to pick up library books curbside, virtual meetings, and so on.

On August 10, 2021, the Board directed staff to close non-essential lobbies and require masks in all County buildings. It further directed staff to verify vaccination status or submit to weekly

Agenda Item - No Resolution Requested

COVID-19 testing. The Board requested an opportunity to discuss possible mitigation measures for the community as part of this discussion.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

RESULT: DIRECTION GIVEN