MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

August 23, 2022

A. 9:00 AM Called to Order

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

Fadzayi Mashiri/Farm Advisory UC Cooperative Extension introduced Alison Lee Deak/Fire Advisor noting she is from Oregon and will be serving Mariposa and covering Madera and Fresno. She noted Alison has extensive experience in fire management and ecology and has served on fire crews and has experience in setting up research experiments.

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

CA.4 was pulled from the agenda for an amendment.

Supervisor Menetrey commented on CA.14 and CA. 15 noting both items are from planning, and this is exciting as well as a big deal for our town.

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

CA1. **Health and Human Services** **RES-2022-479**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2022-480**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2022-481**

Resolution Continuing the Local Emergency Due to the Oak Fire

4. Moved for Amendment

CA5. **Administration RES-2022-482**

Approve Budget Action Transferring Funds from Contingency to Indigent Defense in Support of Greater Than Anticipated Legal Services Expenditures for Fiscal Year 2021-2022 ($10,000) 4/5ths Vote Required

CA6. **Clerk of the Board of Supervisors (ID # 13241)**

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA7. **Health and Human Services RES-2022-483**

Approve Budget Action Recognizing Additional Realignment Revenue Received and Increasing Appropriations Within the Health and Human Services Agency (HHSA) Behavioral Health Budgets for Fiscal Year 2021-2022 Year-End Balancing ($447,536) 4/5ths Vote Required

CA8. **Health and Human Services RES-2022-484**

Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal Cost Avoidance Program for Fiscal Year 2022-2023; and Authorize the Board of Supervisors Chair to Sign the Certificates

CA9. **Health and Human Services RES-2022-485**

Approve a Revised Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) Regarding Participation in an Online Employment and Wage Verification Service; and Authorize the Board of Supervisors Chair to Sign the MOU

CA10. **Health and Human Services RES-2022-486**

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

CA11. **HHS/Community Services RES-2022-487**

Approve a Three-Year Agreement with JUMP Technology Services to Provide LEAPS a Cloud Based Adult Protective Services Software System in an Amount Not to Exceed $29,022; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **HHS/Employment and Community Services RES-2022-488**

Approve an Agreement with Mother Lode Job Training (MLJT) to Provide Employment Placement Services for Individuals in the Subsidized Employment Program in an Amount Not to Exceed $201,878.95; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **HHS/Employment and Community Services RES-2022-489**

Rescind Resolution 2022-172 to Terminate the Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) Regarding Access to Confidential Data Related to Employment Development Department

CA14. **Planning RES-2022-490**

Approve an Agreement with Atlas Lab, Inc. to Produce the Gateway Enhancement Elements in an Amount Not to Exceed $150,000; and Authorize the Board of Supervisors Chair to Sign the Agreement 4/5ths Vote Required

CA15. **Planning RES-2022-491**

Approve an Agreement with Atlas Lab, Inc. for Gateway Murals in an Amount Not to Exceed $150,000; Authorize the Board of Supervisors Chair to Sign the Agreement; Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Receive Unanticipated Funds ($150,000) 4/5ths Vote Required

CA16. **Planning RES-2022-492**

Approve Fifth Amendment to the Agreement with Mintier Harnish to Prepare Updates to Mariposa County's Development Codes (For Zoning and Subdivisions) to Implement the Mariposa County General Plan and State Law, to Establish Compensation for Fiscal Year (FY) 2022-2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Public Works RES-2022-493**

Approve Budget Action Increasing Revenue and Appropriations, and Transferring Funds Within the Public Works and Transportation Department for County Bridge Replace/Repair ($2,836,052) 4/5ths Vote Required

CA18. **Sheriff's Office RES-2022-494**

Approve an Agreement with Trinity Services Group to Provide Dietary Services at the Mariposa County Adult Detention Facility in an Amount Not to Exceed $228,235.00; and Authorize the Board of the Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

1. **Administration RES-2022-478**

Approve Operating Hours for the Mariposa County Library Branches

Supervisor Long asked the County Administer Officer to expand on why this item is being brought forward.

Mr. Kimble noted under County Ordinance 1175, all county offices are to be open Monday - Friday 8:00 AM to 9:00 AM. This is to correct that and create appropriate

times for weekends and evenings.

AMENDMENT: Red Cloud Library should be Wednesday and Friday 9:30 AM to 3:00 PM

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Marshall Long, District III Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

F. Departmental Presentation

Dr. Eric Sergienko/County Health Officer gave a brief PowerPoint Presentation on the recovery efforts. He reminded the public that as part of the structure of the recovery effort, the county is working with Napa County to fill the role of the Local Disaster Recovery Coordinator. He announced at the workshop held, they received 40 Right of Entries (ROE) and 147 individuals signed up for case management. Dr. Sergienko noted if individuals are worried about debris flow, they can contact firedebris@mariposacounty.org or call 209-966-2000. For recovery information, the public could email firerecoveryinfo@mariposacounty.org. Kudos were given by Supervisor Forsythe who noted the team is doing a tremendous job.

Wes Smith/Mariposa OES noted Hanford and NOAA have already been contacted and the county has parameters in place for debris flow. In response to a question from Chair Smallcombe. Mr. Smith noted the entire burn scar is being monitored.

Jeremy Briese/Sheriff noted in response to another question from Chair Smallcombe, MSOAlert.com is where individuals can sign up as well as the Sheriff's app to receive safety messages.

Dallin Kimble/County Administrative Officer noted the 2nd roundtable for Marijuana is tentative for October 5th. He also noted the RFP has been released for the Coulterville visitors center. He announced CalPERS had a negative 6% in returns.

1. **Clerk of the Board of Supervisors (ID # 13462)**

Handouts from Departmental Presentation Portion of the August 23Rd, 2022, Meeting

RESULT: INFORMATION RECEIVED

G. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:38 AM Chair Smallcombe recessed the Board of Supervisors meeting and the Clerk of the Board read the government code announcement.

H. COUNTY SERVICE AREA 1M (Don Pedro)

9:38 AM Chair Long called the meeting to order.

Public Comment Period

None.

CSA 1M Regular Agenda

1. **Public Works CSA1M-2022-6**

Ratify Agreement with Yosemite Falls, Inc for Repairs of the Coulterville Service Area Well

Director Forsythe recused himself.

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

RESULT:	**ADOPTED [3 TO 0]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Miles Menetrey, District V Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Miles Menetrey
RECUSED:	Wayne Forsythe

Adjourn CSA 1M

9:41 AM Chair Long adjourned the meeting and passed the gavel back to Chair Smallcombe.

Reconvene as Board of Supervisors

9:41 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Agricultural Commissioner RES-2022-495**

Approve Budget Action Transferring Funds from the Agricultural Commissioner FY 2021/22 Budget to Public Works Fleet Fund ($71,000)

4/5ths Vote Required

Monica Nielsen/Agricultural Commissioner gave the staff report. No public comment. Board discussion ensued.

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

2. **Fire (ID # 13240)**

Discussion and Possible Direction Regarding Service Levels of the County Fire Department

Steve Ward/Mariposa Fire/Cal Fire Division Chief gave a PowerPoint presentation for service levels of the Mariposa County Fire Department. No public comment. Board discussion ensued.

DIRECTION: The Board directed Chief Ward to begin talking to the public about the type of service they want to see and what fee structure would be supported for a type of full-time Mariposa County Firefighters.

RESULT: DIRECTION GIVEN

Recess

10:48 AM Chair Smallcombe recessed the Board for a brief break and reconvened at 10:53 AM.

3. **Planning RES-2022-496**

Approve an Agreement with WRT to Conduct the Mariposa Creek Parkway Phase III Trailhead Design and Permitting; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Receiving Unanticipated Revenue from Grant Award ($671,500) 4/5ths Vote Required

Sarah Williams/Planning Director gave the staff report noting this action will take Phase III through the steps to become "shovel ready". No public comment.

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

4. **Administration/Human Resources RES-2022-497**

Approve Changes to the Community Design and Development Planner Job Description by Converting This Classification into a Flexible Classification of Community Design and Development Planner I/II; Approve a New Classification of Senior Community Design and Development Planner; Set the Salary Ranges for the Classifications; Designate All Classifications to the Service Employees International Union (SEIU); and Allocate One Community Design and Development Planner I/II Position and One Senior Community Design and Development Planner Position to the Planning Department, Effective Immediately

Dallin Kimble gave the staff report and noted this has been an ongoing discussion. Sarah Williams asked the Board to consider this item as separating into two positions is detrimental to success. No public comment.

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

5. **Administration RES-2022-498**

Release Real Property from the Terms of the Agreement Made by Mariposa County and Property Owner, Barron E. Brouillette Trust Made on August

14, 1990, and Recorded as Doc. 905363 in Mariposa County Official Records and Authorize the Board Chair to Sign the Termination of Agreement Attached Herto

Dallin Kimble introduced Ben Goger/Housing Development Specialist who gave the staff report. No public comment.

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

6. **Clerk of the Board of Supervisors RES-2022-499**

Approve an Agreement with Mountain Top Media (MTM) for the New Sound System for the Board Chambers in an Amount Not to Exceed $57,975.20; and Authorize the Board of Supervisors Chair to Sign the Agreement

Danielle Bondshu/Clerk of the Board gave the staff report. No public comment. Board discussion ensued.

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

J. Closed Session

11:12 AM Chair Smallcombe recessed the Board into closed session.

1. **Administration (ID # 13199)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-County Librarian

No public comment.

RESULT: **DIRECTION GIVEN**

Report Out

12:08 PM Chair Smallcombe reconvened the Board meeting and reported that during the closed session item, information was received and direction was given.

K. Board Information

None.

L. Adjournment

12:09 AM Chair Smallcombe adjourned in memory of Mardell Kendall and Victoria E. Hooper.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-479

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-480

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the Oak Fire Local Health Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Health Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

The County Health Officer declared a local health emergency under California Health and Safety Code Section 101080 on July 22nd, 2022.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local health.

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.

FINANCIAL IMPACT:
Not Applicable.

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

REF ID# 13268

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-481

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the Oak Fire

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

On July 23, 2022, Mariposa County received notification of the approval of a Federal Fire Management Assistance Grant (FMAG) to aid with the Oak Fire. Additionally, Gavin Newsom, Governor of the State of California, also proclaimed, on July 23, 2022, a state of emergency in Mariposa County due to the Oak.

On July 23rd, 2022, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation declaring a local emergency.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local 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.

FINANCIAL IMPACT:
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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

REF ID# 13271

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-482

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Indigent Defense Budget Action

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Transferring Funds from Contingency to Indigent Defense in Support of Greater Than Anticipated Legal Services Expenditures for Fiscal Year 2021-2022 ($10,000).

The Indigent Defense budget is used to secure legal representation for defendants who are unable to pay for their own representation. The number of cases requiring counsel in a given budget year is largely circumstantial and therefore difficult to predict and budget.

For Fiscal Year 2021-2022, more legal defense services were provided than budgeted. Staff recommends transferring sufficient dollars from contingency to allow invoices for expenses that have already been incurred to be processed as soon as possible.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely makes adjustments to the budget, when they are needed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the budget action. There will be insufficient funding in the Indigent Defense budget to process invoices for already incurred expenses.

FINANCIAL IMPACT:
This budget action would transfer $10,000.00 out of the Contingency Designation Budget and into the Indigent Defense Budget.
08/02/16 001-0104-414-1090 · General Contingency ($10,000.00)

ATTACHMENTS:
Indigent Budget Action (PDF)

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

REF ID# 13311

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	206	60318	Legal Services		10,000	
1001	100	92001	Contingency Designation			10,000
				TOTALS	10,000	10,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: Indigent Budget Action (RES-2022-482 : Indigent Defense Budget Action)

MARIPOSA COUNTY

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

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Minutes of the Committees

TITLE OF PRESENTATION:

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2.

BACKGROUND AND HISTORY:

A Committee Policy was adopted by Resolution 22-115.

Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

ATTACHMENTS:
6.1.2022 MINUTES for BHB MEETING (1) (PDF)
7-11-22 IHSS Advisory Committee Meeting - Minutes (PDF)
8-8-22 IHSS Advisory Committee Meeting - Minutes (PDF)
220613 HSRPC Meeting Minutes FINAL (DOCX)
220615 Minutes - Merced River Trail (DOCX)
220617 Minutes FINAL Creative Placemaking (DOCX)
220711 HSRPC FINAL MINUTES (DOCX)
220722 Action Minutes FINAL (DOCX)

RESULT: INFORMATION RECEIVED BY CONSENT VOTE

BEHAVIORAL HEALTH BOARD

of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

MINUTES
June 1, 2022
12:00 p.m. – 2 p.m.
Mariposa County Health & Human Services – Mariposa Conference Room
5362 Lemee Lane, Mariposa, California 95338

To attend on computer or smartphone (audio only) login to Zoom:
https://zoom.us/j/98598345239?pwd=OHNVVldlZ2dvUHdkWHJxdEFyR0o3Zz09
Meeting ID 985-9834-5239, passcode 123456

To attend via telephone, call 1-669-900-6833, then at the prompts enter the following:
Meeting ID 985-9834-5239, participant ID #, passcode 123456

Members Present: Paul Brickett, Ellie McQuarrie, Debbie Woodbury, Rosemarie Smallcombe, Matt DiPirro, Olga Leonard

Members Excused: Cpt. Sean Land

Members Absent: None

Guests Present: Nicole Lezin, Brian Blew, Debra Barcellos, Karen (from Mt. Crisis)

Staff Present: Laura Glenn, Randy Ridenhour, Sydney Forga, Eric Sergienko, Sheila Baker, Janice Braly, Gosia Gwiazda, Lynn Rumfelt

Quorum: Yes

I. **Call to Order/Roll Call:** Meeting was called to order at 12:01 p.m. by Paul Brickett, Chair. Roll call introductions were made.

II. **Public Hearing: Receive public input, consider, and approve submission of the Mariposa County Mental Health Act (MHSA) Annual Update 2022-2023 to the Department of Health Care Services (DHCS) (attachments x2):** Presentation was done by Laura Glenn on the MHSA Annual Update. The floor was then opened for discussion and feedback. Paul Brickett questioned why the planned CSS expenditures go up over a million dollars for FY 2022-2023 (top of page 49). Staff explained that the state last year changed reporting requirements which made discrepancies in numbers and as a result will not match exactly as previous years. Laura Glenn will make a footnote on the Annual Update describing the reasons for discrepancies that shows expected budgets for each year. Rosemarie Smallcombe made a motion to approve submission of the MHSA Annual Update to the DHCS with footnote added as described. Debbie Woodbury seconded the motion. All members present voted "aye," none were opposed, none abstained. The motion passed with a unanimous vote of 6:0. **Paul Brickett closed the Public Hearing at 12:29 p.m.**

III. **Mission Statement:** The mission statement was read by Paul Brickett.

Approved 8/3/2022

Attachment: 6.1.2022 MINUTES for BHB MEETING (1) (13241 : Receive Minutes of the Committees)

IV. Confirm Covid emergency and vote to extend option for teleconferenced BHB meetings as now required by AB361: Rosemarie Smallcombe made a motion to confirm the Covid emergency and extend option for teleconferenced meetings, and Debbie Woodbury seconded the motion. All members present voted "aye," none were opposed, none abstained. The motion passed with a unanimous vote of 6:0.

V. Approval of Meeting Minutes for May 4, 2022 (attachment): Rosemarie Smallcombe asked for a correction to be made to the minutes, under E. Review Policy/Legislative Issues, to they are "not" moving forward…, and remove and replace last sentence with "current structure which involves delivery of meals and family caregiver services will continue through area agencies." Rosemarie Smallcombe made a motion to approve minutes with corrections, and Debbie Woodbury seconded the motion. All members present voted "aye," none were opposed, none abstained. Minutes for May 4, 2022 were approved with a unanimous vote of 6:0.

VI. Public Comments: None

VII. Agenda Items

A. Announcements:

1. 2022 BHB Annual Report was presented to the BOS on May 17, 2022.
2. Data Notebook 2022 was received and is due October 28, 2022. This item will be put on the agenda in July 2022.

B. Committees/Community Partner Reports:

1. **Mariposa Heritage House:** Debra Barcellos reported the drop-in center in May served a total of 155 individuals with a total of 1170 services provided (508 meals, 51 showers, 29 laundry services, 23 housing services, and healthcare navigation saw 43 individuals. MHH is planning a trip to the Capital in Sacramento on September 7, 2022, to celebrate National Recovery Month. A chartered bus will transport 59 individuals to the state capital to raise awareness and provide education by participating in a parade with a banner representing Mariposa County.
2. **Mariposa Minds Matter:** Janice Braly reported the MMM group continues to meet and are now working on movie event for veterans to raise awareness of stigma and PTSD, probably in August or September.
3. **Probation:** Matt DiPirro reported there are currently 5 clients in Medication Assisted Treatment, 7 in Behavioral Health Court, 13 in Drug Court, 9 in Today is a New Day, and 3 at Set Free. Matt shared that he will be resigning from the BHB and Monique Beaudoin will be taking his place at the BHB meetings. Thank you for your service, Matt!
4. **Connections Shelter:** No report.
5. **Mariposa Safe Families:** No report.
6. **Native Solutions:** No report.

C. Old Business: None

D. New Business:

1. Accept nominations and elect new Chair and Vice Chair: Cpt. Sean Land was nominated as Chair and Paul Brickett was nominated as Vice Chair. Rosemarie Smallcombe made the motion to elect Cpt. Sean Land as Chair and Paul Brickett as Vice Chair, and Debbie Woodbury seconded the motion. All members present (Paul, Debbie, Rosemarie, Matt and Ellie) voted "aye," none were opposed, none abstained. The motion passed with a unanimous vote of 5:0.

Approved 8/3/2022

Attachment: 6.1.2022 MINUTES for BHB MEETING (1) (13241 : Receive Minutes of the Committees)

BEHAVIORAL HEALTH BOARD
of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

E. Review and Discuss Policy/Legislative Issues Relevant to the BHB: Rosemarie Smallcombe shared the following:

1. The Community Assistance Recovery and Empowerment (CARE) continues to be a focus of attention in legislature, primarily in the senate.
2. AB-32 proposed to extend or continue levels of support for telehealth.
3. Innovative Meth Recovery Program rolls out in California – seven counties have opted into nation's first Contingency Management program, a rewards-based program to assist recovery from stimulant use disorders. Pilot program will start in July. Lynn mentioned as far as contingency management program, Mariposa is not qualified until ODS certified, maybe in a year or two.

F. Review and Discuss BHRS Contracts (Quarterly): A list of contracts was emailed just prior to the meeting today. Paul asked the Board to review the worksheet and will table discuss at next meeting. Paul requested to have the worksheet in Excel format and Randy Ridenhour said he would send it to him.

G. Staff Reports:

1. **Director of HHSA:** Eric Sergienko reported for Joe Lynch today. The current wave of Covid is hitting with numbers increasing, but not a lot of hospitalizations. Agency continues to work on implementation of Systems of Care. Transition to county organized health system with Central California Alliance for Health is moving forward. Work is continuing with implementation of Cal-AIM to enhance case management and community supports. Agency is working on a strategic plan with intent of having something at the end of fiscal year. Public Health has been able to refocus on accreditation process as part of the Community Health Needs Assessment and then Community Health Improvement Plan (CHIP) which will drive what we do as an agency and how we can improve public health in Mariposa. Will ask Kristina Allen to do a presentation for the BHB on this.
2. **Director of Health Services:** Baljit Hundal not present.
3. **Deputy Director of BHRS:** Sheila Baker reported the clinician position for the mobile crisis team was recently filled; and the van and 4x4 vehicle are still in the works. Interviews for psych nurse will be next week. June is PTSD awareness month and BH will be hosting a training on 6/16 with Veterans Affairs, Derric Brown, for veterans' suicide prevention. Efforts to implement Cal-AIM are continuing with new assessment tools and documentation guidelines going into effect on 7/1. The "No Wrong Door" approach will look at timeliness and coordination of care for beneficiaries. Plans continue for Organized Delivery System (ODS) to be submitted soon. The Adult Team is fully staffed, but Children & Family Team has positions that need to be filled right now.
4. **Financial:** Randy Ridenhour reported budget finished for new fiscal year 22-23. Still working with new county system to get reports we used to get in the past for the BHB. In addition, good news - health division applied for and was awarded 7 million in last six months.
5. **Quality Assurance:** Lynn Rumfelt went over the BHB report of 6/1/22 and answered questions.

Approved 8/3/2022

Attachment: 6.1.2022 MINUTES for BHB MEETING (1) (13241 : Receive Minutes of the Committees)

VIII. Adjournment: Meeting was adjourned at 2:01 p.m.

Next Meeting: The next meeting will be held on July 6, 2022 at Mariposa County Health & Human Services, 12:30 to 2 p.m.

Submitted,

Donya Evans

Recording Secretary

Approved 8/3/2022

Attachment: 6.1.2022 MINUTES for BHB MEETING (1) (13241 : Receive Minutes of the Committees)

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES

Monday, July 11th, 2022

Video Conference

Members Present: Dana Hallett, Eva Adams, Laura Conger & Mary Wilson

Members Absent: N/A

Union Representative(s): N/A

Staff Present: Baljit Hundal; Christy McCarthy; Jason Allen

Board Of Supervisors (BOS) Liaison(s): Rosemarie Smallcombe

Guest(s): N/A

Recording Secretary: Jason Allen

DRAFT

Attachment: 7-11-22 IHSS Advisory Committee Meeting - Minutes (13241 : Receive Minutes of the Committees)

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:32PM by Chair Dana Hallett. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Public Comments:
    a. Jason and Dana mentioned in-person meetings again and stated that it is still not a good time, the committee will re-assess the situation at the next meeting.
2. Resolution:
    a. Resolution No. 2022-001: A resolution proclaiming a local emergency, ratifying the proclamation of a state of emergency by the Governor of the State of California on March 4th., 2020 regarding an outbreak of respiratory illness due to a novel coronavirus (a disease now known as Covid-19), and authorizing remote teleconference meetings of the Mariposa County In-Home Supportive Services Advisory Committee for the period of July 11th., 2022 – August 11th., 2022 pursuant to Brown Act provisions.
        i. By unanimous vote, the committee approved the motion of Eva, with a second by Mary, to approve authorizing remote teleconference meetings of the Mariposa County In-Home Supportive Services Advisory Committee for the period of July 11th., 2022 – August 11th., 2022.
3. California Advancing and Innovating Medical (CalAIM) Program Presentation:

DRAFT

Attachment: 7-11-22 IHSS Advisory Committee Meeting - Minutes (13241 : Receive Minutes of the Committees)

a. Received an overview from Baljit Hundal of the services provided or altered by the CalAIM program.

b. Baljit will send information to Jason who will share with the rest of the committee.

4. Approval of July 11th., 2022 Agenda:

a. By unanimous vote, the committee approved the motion of Mary, with a second by Eva, to approve the July 11th., 2022, agenda.

5. Approval of June 13th., 2022 Minutes: **(Attachment A)**

a. By unanimous vote, the committee approved the motion of Mary, with a second by Eva, to approve the June 13th, 2022, minutes.

6. UDWA - Union Status Update:

a. No union representation was present.

7. Old Business:

a. No comments.

8. New Business:

a. No comments.

9. Committee Goals:

a. Work on improving outreach.

b. Jason will create some content to share out via social media and physically through the senior center.

10. Committee Concerns:

a. No comments.

11. Updates:

DRAFT

Attachment: 7-11-22 IHSS Advisory Committee Meeting - Minutes (13241 : Receive Minutes of the Committees)

a. BOS Update - Rosemarie Smallcombe:

   i. Governor's Master Plan on Aging - Rosemarie Smallcombe:

      1. Forming a work group regarding next steps in geography, funding and formation of the MPA.
      2. First goal is to identify specific tangible goals then will look at the bigger picture.
      3. Likely to start in August-September. Rosemarie will share as she gets more info.

   ii. Americans With Disabilities Act (ADA):

      1. County is working on transition plan that will bring us into compliance.
      2. Matt Hespenheide is working to have a selection committee put together shortly. Will then select a proposal, choose a consultant and work on a contract. Rosemarie will get us a copy of the RFP to review before a consultant is chosen.

b. Agency and Branch Updates:

   i. Christy – IHSS:

      1. Provided an overview of current re-assessments, new applications, recipients needing providers, and general program data for Mariposa County IHSS.

   ii. Janet – Public Authority:

      1. Janet was absent.

DRAFT

Attachment: 7-11-22 IHSS Advisory Committee Meeting - Minutes (13241 : Receive Minutes of the Committees)

2. Christy mentioned a state requirement to enroll in direct deposit by 7/1/23. Have been sending notices and letters to encourage those who have yet to sign-up.
3. Ran recruitment ad. through KUBB Country, did not see a huge response, decided to run for a 3-month span this time in hopes of reaching more people.

12. Financial Update:
    a. Sent to all members via email and USPS before the meeting began.
13. Next Scheduled Meeting Date: August 8, 2022
14. Adjournment: @ 2:34PM

DRAFT

Attachment: 7-11-22 IHSS Advisory Committee Meeting - Minutes (13241 : Receive Minutes of the Committees)

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES

Monday, August 8th, 2022

Video Conference

Members Present: Dana Hallett, Eva Adams, Laura Conger & Mary Wilson

Members Absent: N/A

Union Representative(s): N/A

Staff Present: Christy McCarthy, Janet Gass & Jason Allen

Board Of Supervisors (BOS) Liaison(s): N/A

Guest(s): N/A

Recording Secretary: Jason Allen

DRAFT

Attachment: 8-8-22 IHSS Advisory Committee Meeting - Minutes (13241 : Receive Minutes of the Committees)

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:32PM by Chair Dana Hallett. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Public Comments:
    a. Dana mentioned that it would be beneficial to have a weekly group-counseling session offered to community members.
    b. Jason reminded the committee about in-person meetings and would like to schedule one at the next meeting in November. Mary and Laura would like to stay virtual. Dana and Eva have no preference. This will be re-assessed.
2. Resolution:
    a. Resolution No. 2022-001: A resolution proclaiming a local emergency, ratifying the proclamation of a state of emergency by the Governor of the State of California on March 4th., 2020 regarding an outbreak of respiratory illness due to a novel coronavirus (a disease now known as Covid-19), and authorizing remote teleconference meetings of the Mariposa County In-Home Supportive Services Advisory Committee for the period of August 8th., 2022 – September 8th., 2022 pursuant to Brown Act provisions.
        i. By unanimous vote, the committee approved the motion of Mary, with a second by Eva, to approve authorizing remote teleconference meetings of the Mariposa County In-Home

DRAFT

Attachment: 8-8-22 IHSS Advisory Committee Meeting - Minutes (13241 : Receive Minutes of the Committees)

Supportive Services Advisory Committee for the period of August 8th., 2022 – September 8th., 2022.

3. Approval of August 8th., 2022 Agenda:
    a. By unanimous vote, the committee approved the motion of Mary, with a second by Eva, to approve the August 8th., 2022, agenda.
4. Approval of July 11th., 2022 Minutes: **(Attachment A)**
    a. By unanimous vote, the committee approved the motion of Mary, with a second by Eva, to approve the July 11th, 2022, minutes.
5. UDWA - Union Status Update:
    a. No union representation was present.
6. Old Business:
    a. No comments.
7. New Business:
    a. Outreach Flyer:
        i. Jason created an in-person flyer and a social media post regarding recruitment outreach and will share with the committee for review.
8. Committee Goals:
    a. No comments.
9. Committee Concerns:
    a. No comments.
10. Updates:
    a. BOS Update - Rosemarie Smallcombe:
        i. Governor's Master Plan on Aging - Rosemarie Smallcombe:

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Attachment: 8-8-22 IHSS Advisory Committee Meeting - Minutes (13241 : Receive Minutes of the Committees)

1. Rosemarie was absent.

ii. Americans With Disabilities Act (ADA):

1. No comments.

b. Agency and Branch Updates:

i. Christy – IHSS:

1. Per Christy, Mariposa County currently has 278 cases, 8 new applications were received in June = and 13 new applications were received in July. Regarding 2022, as of August, 4 referrals and 2 complete applications have been submitted. Intake numbers have nearly doubled over the last few months.
2. In response to the Oak Fire, the Mariposa IHSS team stayed late to call recipients that were in pre-evac areas to make sure they were getting the assistance they needed. The team also stepped up to help staff the Local Assistance Center (LAC) in order to give information on any services that could be of help in a fire recovery situation. Many other programs and departments were present at the LAC and it was a great resource hub for the whole community. The IHSS Toll free line for Mariposa County is temporarily being used for the county's information and resource referral line. Dana inquired as to how people who have lost their home will access services, Christy mentioned that it would not

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Attachment: 8-8-22 IHSS Advisory Committee Meeting - Minutes (13241 : Receive Minutes of the Committees)

heavily change, more services would be offered directly and a greater attempt to contact affected persons will be made.

ii. Janet – Public Authority:

1. Registry providers are being recruited. The agency has decided to continue the radio advertisement for an additional 3 months on KUBB country.
2. Had to cancel the last enrollment event due to fire, rescheduled for 8/10/22 @ 1PM.
3. Seeing an uptick in changes to providers and which recipients they work for.

11. Financial Update:
    a. Coming in October 2022.
12. Next Scheduled Meeting Date: September 12th, 2022
13. Adjournment: @ 1:50PM

DRAFT

Attachment: 8-8-22 IHSS Advisory Committee Meeting - Minutes (13241 : Receive Minutes of the Committees)

Historic Sites and Records Preservation Commission

Meeting Minutes – Final
(Approved 8/8/22)

DATE: Monday, JUNE 13, 2022
TIME: 10:00 a.m.
LOCATION: Government Center Upper Floor
Board of Supervisors Chambers-Moved to Development Services Conference Room
5100 Bullion Street, Mariposa

Attachment: 220613 HSRPC Meeting Minutes FINAL (13241 : Receive Minutes of the Committees)

1. Call to Order and Roll Call

The meeting was called to order at 10:00 a.m.
Members present: Jeanetta Phillips, Will Fassett, Ed Drechsler, Burt Collins, Kathleen Leavitt.
Planning Staff: Steve Engfer, Skip Strathearn, Polina Pivak, Jil Chiesa
Public: Chris Ferbrache, Mimi Bolotin, Ben Goger (via telephone)

2. A resolution of the Mariposa County Historic Sites and Records Preservation Commission (HSRPC) proclaiming a local emergency, ratifying the proclamation of a state of emergency by the Governor of the State of California on March 4, 2020 regarding an outbreak of respiratory illness due to a novel coronavirus (a disease now known as Covid-19), and authorizing remote teleconference meetings of the legislative bodies of the HSRPC for the period from June 13, 2022 to July 13, 2022 to pursuant to Brown Act provisions.

By motion of Leavitt, seconded by Fassett, the resolution was approved as presented.

Result: (4-1)
Ayes: Collins, Fassett, Leavitt, Phillips
Nay: Drechsler

3. Approval of Minutes:

a. Meeting of April 12, 2021
By motion of Drechsler, seconded by Leavitt, the minutes of April 12, 2021, were approved as presented.

Result: (4)
Ayes: Collins, Drechsler, Leavitt, Phillips
Abstained: Fassett

b. Meeting of April 11, 2022 – with corrections to Item 4 a. Application 2021-190 add the following: "motion was made to recommend approval as presented."

By motion of Drechsler, seconded by Fassett, the minutes of April 11, 2022, were approved as corrected.

Result: (5-0)
Ayes: Collins, Drechsler, Fassett, Leavitt, Phillips

c. Meeting of May 9, 2022
By motion of Drechsler, seconded by Fassett, the minutes of May 9, 2022, were approved as presented.

Result: (5-0)
Ayes: Collins, Drechsler, Fassett, Leavitt, Phillips

4. Review and Recommendation for Action:

a. Recommendation to the Planning Director on a new sign at 5070 Chinatown Main Street, Coulterville, CA (APNs 002-020-027, -028, -042); Marilyn Kelly, applicant.
Pivak presented the item, including a Power Point Presentation.

There was discussion between the Commission members regarding the material, font, and appearance of the sign. All agreed that it does not appear to have a historical look to it.

By motion of Fassett, seconded by Leavitt, the HSRPC recommended that the Planning Director approve the project with the following changes: removal of the white-board portion of the sign, the font should match the font of the business name and the color should be white.

Result: (4-1)
Ayes: Collins, Fassett, Leavitt, Phillips
Nay: Drechsler

b. Recommendation to the Planning Director on the replacement of 28 new windows at the Mariposa Probation Department Building located at 5089 and 5091 Bullion Street, Mariposa, CA (APNs 013-127-010, -013); Mariposa County Public Works, applicant.
Pivak presented the item, including a Power Point presentation.

Comment was received after meeting packet was produced, from public member, Ben Goger. Engfer gave additional explanation regarding the options to consider.

The group discussed several factors surrounding the project. The proposed windows would not match the current historical look, it would cost less money to preserve rather than replace.

Attachment: 220613 HSRPC Meeting Minutes FINAL (13241 : Receive Minutes of the Committees)

By motion of Leavitt, seconded by Drechsler, the HSRPC recommended that the project be denied, and requested the that the county look into repairing rather than replacing windows.

Result: (5-0)
Ayes: Collins, Drechsler, Fassett, Leavitt, Phillips

c. Recommendation to the Planning Director on the demolition of the historic residential structure located at 5123 Jones Street, Mariposa, CA (APN 013-112-003); Mariposa County, proponent.
Engfer introduced the recommendation. Strathearn presented with Power Point.

Discussion was had between commissioners and Chris Ferbrache. Explanation was given regarding the condition of the structure. Strathearn pointed out items in the report regarding several issues and said that remodeling, from staff's point, is not the best direction. The group discussed matters such as any remote possibility of saving the structure, lead, asbestos, any other possible alternatives instead of demolition.

By motion of Fassett, seconded by Leavitt, the HSRPC recommended that the Planning Director approve the project as presented.

Result: (3-2)
Ayes: Fassett, Leavitt, Phillips
Nays: Collins, Drechsler

5. Non-agenda items (for discussion only, no action), including persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda:

Phillips commented on the big yellow crosswalks/signs downtown.

6. Commission Member Training on Rules, Responsibilities, and Meeting Etiquette
Presentation given by Engfer.

7. Adjourn
There being no further business, the meeting was adjourned at 12:20 p.m.

Attachment: 220613 HSRPC Meeting Minutes FINAL (13241 : Receive Minutes of the Committees)

MARIPOSA COUNTY
Merced River Trail Community Working Group

MEETING MINUTES

DATE: June 15, 2022
TIME: 4:00 PM
LOCATION: TELECONFERENCE ONLY

1. **CALL TO ORDER:** Goralnik called the meeting to order at: 4:02 PM

   Members Present: Rosemarie Smallcombe, Jessica Thompson, Ralph Mendershausen, Susie Clark, Wendy Brown, Tara Fouch-Moore
   Members Absent:
   Excused Absences: Art Baggett, Michael Martin
   Visitors:

2. **APPROVE THE MINUTES FROM THE 6/1/22 MEETING:**
   The minutes were unanimously passed with minor edits.

3. **DISCUSSION ON POTENTIAL UPSTREAM ROUTE ALTERNATIVES:**
   The group had a short discussion about potential upstream route alternatives, highlighted by an update from Rosemarie Smallcombe that she was planning on discussing the portions of the alternatives that are located in the Groveland Ranger District of Stanislaus National Forest with the District Ranger, Jim Junette.

   Goralnik clarified that among the route alternatives that bypass El Portal and Foresta and are currently being explored with NPS, USFS, and those communities, there are options that bypass El both do and do not involve new trail in Yosemite jurisdiction.

4. **UPDATE AND DISCUSSION ON MILLER GULCH PROPERTY:**
   A short discussion occurred regarding a pending CWG recommendation to the Board of Supervisors for acquiring right of way through the Miller Gulch property for the purposes of the trail. All CWG members present indicated support for pursuing an easement that would enable access through the property for the purposes of the trail while enabling but not requiring the County to pursue implementation of the restoration activities identified in the ABCA report.

   However, Ralph Mendershausen, and Jessica Thompson expressed a desire to keep options open regarding a potential future fee title acquisition of the Miller Gulch property. Mendershausen shared that he saw the committee's role as identifying community preferences for a trail, and providing an actionable path for achieving a trail that aligns with that vision. He elaborated that providing granular instructions to the Board of Supervisors was perhaps not in that scope.

5. **DISCUSSION ON VISION PLAN CHAPTERS:**
   The group has a discussion on the revisions to the draft Action Plan (Chapter 3 of the Vision Plan) that was included in the meeting packet. Goralnik provided an overview of how the CWG's comments were being organized and tracked through a spreadsheet and was in the process of addressing comments from Ralph Mendershausen and Michael Martin.

Attachment: 220615 Minutes - Merced River Trail (13241 : Receive Minutes of the Committees)

There was a recommendation to expand Action 8.1 to include the Tuolumne River Trust precedent, especially in terms of storing and cataloging information related to history; natural history; culture; and geography of the Merced River Corridor. Goralnik asked for CWG members to provide any additional comments on the current section within three weeks, which would be 7/6.

There was a conversation between Ralph Mendershausen and Tara Fouch-Moore on the portions of the history section, which will be included in Chapter 1, that pertains to Southern Sierra Miwuk. These questions were resolved, so this section of the chapter is expected to be completed in time to share in the July meeting packet.

6. **PUBLIC COMMENT:**
   Goralnik shared that Dr. Jeffrey Jenkins had applied to serve on the committee, and his appointment would go before the Board of Supervisors at the 6/21 meeting. He also shared that he met with Dr. Jenkins to provide an overview of the committee's history and current work. Rosemarie Smallcombe indicated that Miles Menetrey had been appointed to serve as an ex officio member on the Community Working Group, replacing former County supervisor Tom Sweeney.

7. **ADJOURN:** The meeting adjourned the meeting at 5:29 PM.

Minutes Prepared by: Mikey Goralnik

Attachment: 220615 Minutes - Merced River Trail (13241 : Receive Minutes of the Committees)

MARIPOSA COUNTY
Creative Placemaking Strategy Advisory Committee

MEETING MINUTES - FINAL

DATE: June 17, 2022
TIME: 1:00-2:00 PM
LOCATION: TELECONFERENCE ONLY

1. **CALL TO ORDER:** Goralnik called the meeting to order at: 1:00 p.m.

   Members Present: Charles Phillips, Cara Goger, Adam Burns, Erica Wolfsen, Xav Dubois, Jackie Baxton
   Excused Absence: Kim Brisack, Irene Vasquez, Will Fassett,
   Members Absent: Jeanetta Phillips, Abby Miller
   Visitors: None

2. **ADOPT A RESOLUTION IN ACCORDANCE WITH AB361:**
   The members voted unanimously to adopt a resolution in accordance AB361

3. **APPROVE MINUTES FROM 3/18/2022:**
   The minutes from were approved unanimously.

4. **DISCUSSION OF CALTRANS GATEWAY ENHANCEMENT PROJECT:**
   Goralnik provided an overview of the Caltrans Gateway enhancement project, with an emphasis on the recent Board of Supervisors action to enter into a cooperative agreement with Caltrans, which enables the County to spend Caltrans District 10's funding earmarked for the project ($1M). He emphasized the Committee's role in participating in and promoting the project's stakeholder engagement components, which are anticipated to be led by the Arts Council.

   Goger added the importance of having contractors that are familiar with the logistical and technical aspects of working with Caltrans and in Caltrans right of way, especially in terms of the various state agency reviews and permits that will be necessary to successfully implement this project.

   Wolfsen expressed support for Atlas Lab as the prime consultant to drive the project, based on their successful delivery of the Creative Placemaking Strategy, knowledge of the community, and apparent capacity for similar projects in the past.

5. **DISCUSSION OF OUR TOWN GRANT // WORKING LANDS, WORKING ARTISTS:**
   Goralnik reminded the committee that this project, funded by the National Endowment for the Arts' Our Town program, entails new temporary public art and creative placemaking work that activates and helps collect input to support the Agriculture and Working Lands Conservation Plan that the County is soon to commence development of. He mentioned that the County is still awaiting the notice to proceed from the NEA to begin working on the Working Lands, Working Artists project.

Attachment: 220617 Minutes FINAL Creative Placemaking (13241 : Receive Minutes of the Committees)

Goger added that this project could be expected to have more of a local feel than the Gateway Enhancement project, with less emphasis on big firms and studios that have extensive qualifications for large infrastructure-related projects. This project, in contrast, does not require such experience, and therefore is like to have more of an emphasis on local/smaller artists.

A short discussion followed regarding the possible relationship between art and policy making. Goralnik remarked that the Creative Placemaking Strategy development, during which art was used to draw attention to and collect input for a planning project that will influence county policy regarding public art, is a good example of what is anticipated for new Our Town project.

6. **UPDATE ON GRASSROOTS CREATIVE PLACEMAKING INITIATIVES:**
Erica Wolfsen shared an update on the Greeley Hill elementary and high school mural, sharing that the project was entirely student driven and included a depiction of local, comparatively commonplace natural features that resonate with Greeley Hill youth. She added that additional murals in this area could be installed in the near future.

Adam Burns shared an update on the Pride Party, a celebration of and for LGBTQ+ people in Mariposans. Adam described the group art project that took place at the event, which was intended to be both beautiful and useful to the community. The piece, a wooden frame with wires that allowed participants to respond to a prompt, asked community members to reflect on what a "safe space" means to them. Primary takeaways included spaces where community members feel safe wearing clothing or expressing affection as they wish; and that the ability to express themselves in Mariposa was a particularly powerful outcome of the piece. He noted that the event took place on the same day as the Trails Day event, which enabled efficiencies and generated enthusiasm for both events.

Cara Goger shared an update on the Arts Council's contributions to the Trails Day event, which included participatory poetry related to trails, wild spaces, and their experiences in the local landscape. She added that the Arts Council also brought a visiting poet from Davis to share related work.

7. **PUBLIC COMMENT:**
There was no public comment

8. **ADJOURN:** Goralnik adjourned the meeting at 2:04 PM.

Minutes Prepared by: Mikey Goralnik

Attachment: 220617 Minutes FINAL Creative Placemaking (13241 : Receive Minutes of the Committees)

Historic Sites and Records Preservation Commission

MEETING MINUTES – FINAL

(Approved 8/8/22)

DATE: **Monday, JULY 11, 2022**
TIME: **10:00 a.m.**
LOCATION: **Government Center Upper Floor**
Board of Supervisors Chambers
5100 Bullion Street, Mariposa

1. **Call to Order and Roll Call**

   Please note COVID-19 Resolution No. 2022-05 was approved at the previous HSRPC meeting on June 13, 2022, and is applicable until July 13, 2022, therefore no new resolution is required to conduct a hybrid meeting.

   Chair, Jeanetta Phillips called the meeting to order at 10:00 A.M.

   Commissioners Present: Jeanetta Phillips, Will Fassett, Ed Drechsler, Kathleen Leavitt
   Absent: Burt Collins
   Planning Staff Present: Sarah Williams, Kaitlyn Casner, Polina Pivak, Steve Engfer, Jil Chiesa
   Applicant/Members of the Public Present: Lynn Breshears

2. **Approval of Minutes:**

   a. Meeting of June 13, 2022 Minutes tabled to the next meeting.

3. **Public Comment on Non-agenda items (for discussion only, no action),** including persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda. None.

4. **Review and Recommendation for Action:**

   a. **Historic Design Review Application No. 2020-146**: Recommendation to the Planning Director on a re-roof of an existing building located at 5069 Jones Street, Mariposa (APN 013-154-0120); Robert Evans, applicant.

   Casner presented the item.

   Commission members discussed the project.

Attachment: 220711 HSRPC FINAL MINUTES (13241 : Receive Minutes of the Committees)

Motion made by Fassett, seconded by Leavitt, HSRPC recommended that the Planning Director approve the project as presented.

Result: (4)
Ayes: Drechsler, Fassett, Leavitt, Phillips

b. Historic Design Review Application No. 2022-149: Recommendation to the Planning Director on a phased, conceptual plan for future development at the Northern Mariposa County History Center located at 10303/10307 Highway 49 North, Coulterville (APN 002-070-001, -002, -009, -010); Lynn Breshears, applicant.

Casner presented the item

Engfer gave more clarification of the details with this project and the process of it.

Discussion on the project was held by the commission, staff, and applicant.

Motion made by Drechsler, seconded by Leavitt, to recommend approval as presented.

Result: (4)
Ayes: Drechsler; Fassett, Leavitt, Phillips

5. Discussion on New Mariposa Town Planning Area CalTrans Project - Crosswalk Signs and Sidewalks etc.

Commission members discussed issues and concerns regarding the project, with input from Planning Director, Sarah Williams. The Commission will create an agenda item to add to the next meeting.

6. Adjourn

There being no further business, the meeting was adjourned at 10:28 A.M.

Attachment: 220711 HSRPC FINAL MINUTES (13241 : Receive Minutes of the Committees)

Mariposa County

MINUTES of the Planning Commission

ACTION SUMMARY MINUTES - FINAL

MEETING DATE: **July 22, 2022**
TIME: **9:00 AM**
LOCATION: Board Chambers
Mariposa County Government Center
5100 Bullion Street, Second Floor, Mariposa, CA 95338

1. CALL TO ORDER

Chair Herman called the meeting to order at 9:00 AM

Attendee Name	Title	Status	Arrived
Ed Walls	District I Planning Commissioner	Present	9:00 AM
Jack Wilmeth	District II Planning Commissioner	Present	9:00 AM
Mick Herman	District III Planning Commissioner	Present	9:00 AM
Deni Smith	District IV Planning Commissioner	Present	9:00 AM
John McCamman	District V Planning Commissioner	Present	9:00 AM

2. PLEDGE OF ALLEGIANCE

The Pledge was led by Commissioner McCamman

3. MINUTES APPROVAL

A. Planning Commission – Regular Meeting – May 20, 2022 9:00 AM

By motion of Commissioner Smith, seconded by Commissioner McCamman, the minutes of May 20, 2022, were approved as presented.

RESULT: **(4-0)**

AYES: **Herman, McCamman, Smith, Wilmeth**

ABSTAINED: **Walls**

4. PUBLIC ADDRESS

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda. None.

5. PUBLIC HEARINGS

A. Public Hearing: Resolution Approving Use Permit Determination No. 2022-061 with Findings, Including a Finding that the Project is Exempt from Environmental Review; Allison Sierra Inc., Applicant. the Use Permit Determination Proposes an Office, Shop and Outdoor Storage for a Construction Company in the Bootjack TPA, Located at 5052 Darrah Road in Bootjack, Also Known as Assessor Parcel Numbers 014-400-0050. (ID # 13160)

Attachment: 220722 Action Minutes FINAL (13241 : Receive Minutes of the Committees)

Planner: *Katy Casner*

Commissioner Smith recused herself as she is an employee of the applicant.

Planning Director Williams introduced the item as per the agenda and made a recommendation to continue the item to Friday, August 19, 2022 at 9 a.m. or as soon thereafter as possible, as the applicant is unable to attend today's meeting.

Public comment: None

By motion of Commissioner Walls, seconded by Commissioner Wilmeth, the Planning Commission continued the public hearing (ID# 13160) to August 19, 2022 at 9:00 a.m. or as soon thereafter as possible.

RESULT: (4-0)

AYES: McCamman, Wilmeth, Herman, Walls

Commissioner Smith returned to the podium.

6. INFORMATION ITEMS

A. GIS-Training (ID # 13197)

Presentation was given by Ben Ogren, Senior GIS Specialist.

Ogren answered questions and offered more detailed information on an appointment basis, to the Commissioners.

7. Planning Commissioner Information

Information was received from Sarah Williams and Commissioner McCamman.

8. ADJOURN

There being no further business, the meeting was adjourned at 9:47 AM.

_____

Mick Herman, Chair
Mariposa County Planning Commission

_____

Jil Chiesa, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online:

http://mariposacountyca.iqm2.com/citizens/calendar.aspx?view=list.

Attachment: 220722 Action Minutes FINAL (13241 : Receive Minutes of the Committees)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-483

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Budget Action to Balance HHSA Budgets for FY21-22 Year-End

---

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Recognizing Additional Realignment Revenue Received and Increasing Appropriations Within the Health and Human Services Agency (HHSA) Behavioral Health Budgets for Fiscal Year 2021-2022 Year-End Balancing ($447,536).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This budget action recognizes additional 1991 and 2011 Realignment revenue received and increases appropriations in the behavioral health department 402 and 403 budgets.

In the normal course of business, the Agency must request Budget Actions to balance the various HHSA funds to close out the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this budget action is not approved, the Agency will be unable to pay expenses and balance the budgets in the affected funds for FY21-22 year end.

FINANCIAL IMPACT:
This budget action recognizes additional 1991 and 2011 Realignment revenue received and increases appropriations in the behavioral health department 402 and 403 budgets. There is no impact to the County General Fund.

ATTACHMENTS:
2022 End of the year BH Budget Action #2 20220712 (PDF)

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

REF ID# 13189

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	402	51111	Regular salary and wages			298,992
1001	402	60543	Client - Treatment Facilities		447,536	
1001	402	49101	Transfer In - General		(148,544)	
3393	402	45091	Sales Tax 17601 - State		(42,873)	
3393	402	80111	Transfer Out - General		42,873	
3435	402	45092	2011 Realignment - Mental Health - State		(105,671)	
3435	402	80111	Transfer Out - General		105,671	
1001	510	45421	Veteran's Affairs - State		(7,916)	
1001	510	51112	Extra Help		5,273	
1001	510	60111	Training and Seminars		2,643	
		2022 End of the year Mental Health and Veteran's Budget Action #2 20220712				
				TOTALS	298,992	298,992

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE _____ DATE 7/15/22

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: 2022 End of the year BH Budget Action #2 20220712 (RES-2022-483 : Budget Action to Balance HHSA Budgets for FY21-22 Year-

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-484

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Veterans Affairs Subvention & Medi-Cal FY 2022-23

RECOMMENDATION AND JUSTIFICATION:

Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal cost Avoidance Program for Fiscal Year 2022-2023; and Authorize the Board of Supervisors Chair to Sign the Certificates.

These are annual documents that must be renewed each fiscal year in order for the County of Mariposa to receive compensation for our Veterans Services Office paid by the State of California for the County Subvention Program and Medi-Cal Cost Avoidance Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Historically, the Board of Supervisors has approved and Board Chair signed the documents every year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
1. Funding from the State of California for the Veterans' Services Officer position in the County of Mariposa would be terminated.

2. Veterans, their dependents, and their survivors in Mariposa County could be deprived of assistance if filing for their rights to any privilege, preference, care or compensation provided for by the laws of the United States or the State of California.

FINANCIAL IMPACT:
Funding from the State of California for the Veterans Services Officer position in the County of Mariposa would be terminated if the Certificates of Compliance are not approved, which would increase the cost to the the County's General Fund for the continued operation of this program.

ATTACHMENTS:
Subvention Certificate of Compliance FY 2022-23 (PDF)
Medi-Cal Cost Avoidance Certificate of Compliance FY 2022-23 (PDF)

REF ID# 13211

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

STATE OF CALIFORNIA GAVIN NEWSOM, Governor

DEPARTMENT OF VETERANS AFFAIRS
1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626

Annual Subvention Certificate of Compliance
Fiscal Year 2022/2023

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that Mariposa County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. Veterans Service Representative staff filing claims must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I certify that information contained within the VetPro database will not be distributed to any entity outside of the County Veteran Service Office, including other County Departments. Additionally, I certify that all College Fee Waiver Approval and Denial letters will be generated within the VetPro database. I also authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

I certify that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records upon request.

_____ _____

Chair, County Board of Supervisors (or other County Official authorized by the Board to act on their behalf) Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

Rev (6/22)

Attachment: Subvention Certificate of Compliance FY 2022-23 (RES-2022-484 : Veterans Affairs Subvention & Medi-Cal FY 2022-23)

STATE OF CALIFORNIA GAVIN NEWSOM, Governor

DEPARTMENT OF VETERANS AFFAIRS
1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626

Annual Medi-Cal Cost Avoidance Certificate of Compliance
Fiscal Year 2022/2023

I certify that Mariposa County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.

2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.

3. This agreement is binding only if federal funds are available to CalVet from the DHCS.

4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and *the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

_____ _____

Chair, County Board of Supervisors (or other County Official authorized by the Board to act on their behalf)

Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

Rev (6/22)

Attachment: Medi-Cal Cost Avoidance Certificate of Compliance FY 2022-23 (RES-2022-484 : Veterans Affairs Subvention & Medi-Cal FY 2022-

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-485

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Memorandum of Understanding with California Department of Social Services

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RECOMMENDATION AND JUSTIFICATION:
Approve a Revised Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) Regarding Participation in an Online Employment and Wage Verification Service; and Authorize the Board of Supervisors Chair to Sign the MOU.

This MOU is entered into by CDSS and County of Mariposa to authorize Health and Human Services Agency access to TALX's online employment verification services, pursuant to the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved Memorandum of Understanding on January 8, 2019 through Resolution Number 2019-9.

The Board approved Memorandum of Understanding on March 12, 2019 through Resolution Number 2019-122.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve the MOU, the Health and Human Services Agency's ability to address fraudulent cases within its Program Integrity Unit (PIU) will be negatively impacted.

FINANCIAL IMPACT:
No financial impact.

ATTACHMENTS:
Worknumber Express TALX's 2023-Ongoing - to cob (PDF)

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

REF ID# 13224

July 6, 2022

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

ALL COUNTY WELFARE DIRECTORS LETTER

The purpose of this All County Welfare Directors Letter (ACWDL) is to inform the County Welfare Departments (CWDs) that the California Department of Social Services (CDSS) has renewed the agreement with Equifax/TALX Corporation for The Work Number through March 31, 2025. In order to continue to participate in The Work Number under the CDSS agreement the CWDs will be required to submit a new Memorandum of Understanding by October 31, 2022.

Attachment: Worknumber Express TALX's 2023-Ongoing - to cob (RES-2022-485 : Memorandum of Understanding with California Department

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • *www.cdss.ca.gov*

KIM JOHNSON
DIRECTOR

GAVIN NEWSOM
GOVERNOR

July 6, 2022

ALL COUNTY WELFARE DIRECTORS LETTER

TO: ALL COUNTY WELFARE DIRECTORS

FROM: RYAN GILLETTE,
Chief Data Officer, Deputy Director
Research, Automation, and Data Division

SUBJECT: UPDATE TO THE WORK NUMBER® EXPRESS MEMORANDUM OF UNDERSTANDING

The purpose of this All County Welfare Directors Letter (ACWDL) is to inform the County Welfare Departments (CWDs) that the California Department of Social Services (CDSS) has renewed the agreement with Equifax/TALX Corporation for The Work Number. In order to continue to participate under the CDSS agreement, the CWDs will be required to complete the new Memorandum of Understanding (MOU) by October 31, 2022.

The Work Number agreement allows the CDSS to provide an online employment and wage verification system based on client social security numbers to all 58 California CWDs for the purpose of determining eligibility in the California Work Opportunity and Responsibility to Kids (CalWORKs) and CalFresh programs. This service will continue at no cost to the CWDs.

As part of the renewal process, the CDSS is requiring each CWD to update the Memorandum of Understanding (MOU) for access to The Work Number service. The updated MOU adds language requiring the CWDs to send an update to Equifax/TALX Corporation within three (3) business days when there is a change of any address or office location and they are subject to an onsite visit of the new location by the Contractor or its designated representative.

Once an updated MOU has been executed between the CDSS and the CWD, another signed MOU will not be required unless the terms of the agreement between the CDSS and Equifax/TALX change.

Attachment: Worknumber Express TALX's 2023-Ongoing - to cob (RES-2022-485 : Memorandum of Understanding with California Department

County Welfare Departments Updating Memorandum of Understanding on File

The CDSS requires the CWDs to return an updated signed MOU (attached) by October 31, 2022. The CWDs utilizing a digital signature process must email a signed copy of the updated MOU to the Data Access Unit (DAU) at DataAccessUnit@dss.ca.gov. The CWDs not utilizing a digital signature process must mail three (3) original sets of the MOU, each with an original signature, to:

California Department of Social Services
Attention: Data Access Unit
744 P Street, Mail Station 8-5-26
Sacramento, CA 95814

Additionally, the CWDs must email an excel spreadsheet with an updated user list of individuals who require access to the services to the DAU at DataAccessUnit@dss.ca.gov by October 31, 2022.

The excel spreadsheet must include:

- Two individuals designated to serve as web managers;
- User Last, First Name;
- Program (CalWORKs, CalFresh);
- Email Address; and
- Office Location.

County Welfare Departments Establishing Access

The CWDs requesting initial access to The Work Number through the CDSS and Equifax/TALX agreement must provide the CDSS:

☐ A digitally signed (i.e., Adobe Sign or DocuSign) version of The Work Number MOU (attached).

☐ A copy of a resolution, order, motion, ordinance, or other similar document from the local governing body authorizing execution of the MOU.

- Documentation allowing the execution of the MOU is required. Notification shall include the authority granted and to whom the authority is granted.
- Example: If the local board has authorized a CWD

Attachment: Worknumber Express TALX's 2023-Ongoing - to cob (RES-2022-485 : Memorandum of Understanding with California Department

designee to execute an agreement without board approval, the minutes or formal documentation granting that authority specifically to the position and/or named individual must be submitted.

Whoever the CWD designates to sign the MOU must have the authority to sign and enter into an agreement/MOU with the CDSS. Therefore, a copy of a resolution, order, motion, ordinance, or other similar document from the local governing body authorizing execution of the agreement by the CWD designee must accompany the MOU and is required by the CDSS.

The signed MOUs, resolution, and user list must be emailed to the Data Access Unit (DAU) at: DataAccessUnit@dss.ca.gov. The CWDs that do not utilize a digital signature process must mail three (3) original sets of the MOU package, each with an original signature, to:

California Department of Social Services
Attention: Data Access Unit
744 P Street, Mail Station 8-5-26
Sacramento, CA 95814

Once a signed MOU is received, the CDSS will execute the MOU and:

- Retain a copy of the executed MOU;
- Send a copy of the executed MOU to the TALX Corporation; and
- Return a copy of the executed MOU to the CWD for their records.

Once the MOU has been executed, the CDSS will request the CWD to provide a list of Authorized User(s) having access to the services. For the CWD to fully participate, a list of Authorized User(s) must be provided.

The CWDs are not required to participate through the CDSS and Equifax/TALX agreement. However, the CWDs must complete the steps outlined in this All County Welfare Directors Letter in order to access The Work Number through the agreement between the CDSS and Equifax/TALX.

If you have any questions or need additional information, please contact the Data Access Unit at DataAccessUnit@dss.ca.gov.

Attachment: Worknumber Express TALX's 2023-Ongoing - to cob (RES-2022-485 : Memorandum of Understanding with California Department

MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND THE COUNTY OF Mariposa

I. PURPOSE

The California Department of Social Services ("CDSS") has established an income verification program for California counties regarding the California Work and Responsibility to Kids (CalWORKs) and CalFresh programs. As part of this program, the CDSS has contracted with TALX Corporation, a provider of Equifax Verification Services ("EVS" or "Contractor"), for participating counties to verify consumer-recipient employment, income and other work-related information. The Agreement between CDSS and Contractor, CDSS Agreement (hereafter "Agreement"), is attached as Exhibit 1.

This Memorandum of Understanding (MOU) is entered into by the CDSS and the County named above ("County") for the purpose of authorizing County access to Contractor's on-line The Work Number® employment and income verification service (hereafter "Service"), pursuant to the Agreement, or subsequent agreements. This MOU authorizes County to retrieve and verify certain employment and/or income data of a consumer-recipient applying for or currently receiving public social service assistance where such information has been furnished to Contractor by employers. County agrees to comply with the obligations of the Agreement, including the User Agency Obligations contained in Attachment 2 of the Department of General Services (DGS) Employment Verification Services Master Services Agreement (MSA Number 5-22-70-29) (incorporated by reference as Exhibit C of this Agreement), as a condition of access to the Service.

II. SCOPE OF WORK

The Service may be accessed by County employees to verify a consumer-recipient's employment status or income for purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of overpayments associated with the receipt of public aid or assistance. Accordingly, the Service permits County the ability to:

A. Search for a recipient's employment status or income by a recipient's Social Security Number.

Attachment: Worknumber Express TALX's 2023-Ongoing - to cob (RES-2022-485 : Memorandum of Understanding with California Department

B. Register, authenticate, and monitor users and usage, including producing monthly reports.

C. Identify if a recipient has current, historical, or no employment information on file.

D. Order and retrieve an employment verification, which shall include the employer name and employment status; or an income verification which shall include the employer address, dates of employment, title of position, pay rate, and year-to-date gross income and pay period details for up to a three-year period.

E. Through this MOU, CDSS authorizes County to access the Service solely for the purpose described in this Scope of Work. Counties not entering into this MOU will not have access to the Service unless they have a separate independent agreement with the Contractor.

III. CDSS RESPONSIBILITIES

A. Pursuant to a third-party beneficiary Agreement between CDSS and Contractor, CDSS has, on behalf of participating counties, secured access to the Service for use in the CDSS income verification program.

B. CDSS will not be directly accessing or using the Service but shall have the right as the pass-through entity to inspect, review, or otherwise monitor all activities, procedures, records, reports or forms related to the County's access of the Service in order to ensure compliance with this MOU.

IV. COUNTY RESPONSIBILITIES

A. County shall comply with the obligations of the Agreement, including the requirements of DGS MSA 5-22-70-29, or subsequent agreements.

B. County shall maintain any and all information/data provided by the Service in strict confidence, and will not reproduce, disclose, or make accessible in whole or in part, in any manner whatsoever, to any third party, unless mandated by law.

C. County represents and warrants it is administering a government funded benefit or program, has been granted the legal authority to view the information/data by the consumer or by operation of law, and shall only request the information/data in compliance with state and federal laws. County further represents and warrants that it has written authorization from the Consumer to verify income.

D. County certifies that it will order data from the Service only when it intends to

Attachment: Worknumber Express TALX's 2023-Ongoing - to cob (RES-2022-485 : Memorandum of Understanding with California Department

use the data in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the data is a consumer report, in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, and for no other purpose.

E. County agrees to only use the data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau ("CFPB") Notice Form attached as Attachment 3 of DGS MSA 5-22-70-29.

F. County certifies that it will comply with applicable provisions under Vermont law. In particular, County certifies that it will order data relating to Vermont residents only after County has received prior Consumer consent in accordance with VFCRA Section 24803 and applicable Vermont Rules. County further certifies that it received the copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Attachment 4 of DGS MSA 5-22-70-29.

G. County certifies it will establish safeguards to ensure only Authorized Users can order or have access to the Service. "Authorized User" is defined as a County employee authorized to order or access the Service in relation to the performance of their official duties.

H. County shall take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than the Authorized User for permissible purposes. County agrees to monitor County employees' access of the Service to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

I. County shall take all necessary measures to ensure employees do not access consumer-recipient employment or income information for personal reasons or benefit. No County employee shall engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to the guidelines set forth under this MOU or his/her duties as a County employee.

J. County agrees to indemnify, defend, and save harmless CDSS and Contractor, and their respective directors, officers, managers, agents, and employees from any and all claims, actions, demands, damages, liabilities, obligations, losses, settlements, judgments, fines, penalties, sanctions, charges, costs and expenses, arising out of, relating to, or in connection with County's use of the Service and/or the unauthorized disclosure or dissemination of consumer- recipient information/data by County employees in the performance of this Agreement. County does not assume the risk on behalf of or agree to indemnify any other county.

Attachment: Worknumber Express TALX's 2023-Ongoing - to cob (RES-2022-485 : Memorandum of Understanding with California Department

K. County acknowledges that neither Contractor nor its officers, agents or employees will be liable for loss of profits or for indirect, special, incidental or consequential damages arising out of or related to the provision of verifications of employment and/or income, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by Contractor exceed the sum paid by CDSS for the service which causes County's claim. This provision shall survive any termination or expiration of this MOU.

L. County hereby certifies it will employ all necessary measures to maintain data security and confidentiality when sending, transferring, shipping, or otherwise disposing of any consumer report information. In addition to any requirements of this MOU, County agrees to comply with the data security provisions of the Agreement, including Attachment 1 of DGS MSA 5-22-70-29.

M. County shall ensure that all County employees comply with California Welfare & Institutions Code section 10850 to protect any confidential information it may receive and possess from the Service from unauthorized use, access, or disclosure.

N. Unauthorized use, access, or disclosure of confidential information is considered a breach of security. County shall immediately notify CDSS of any and all suspected, attempted, or confirmed breach of security by contacting the CDSS Information Security Officer (ISO) at (916) 651-5558.

O. The use of the Service includes information that is protected by the FCRA and may subject an unauthorized user to possible civil and criminal liability, punishable by fines and imprisonment.

P. When County ceases to use the Services of Contractor furnished pursuant to this MOU, it shall notify CDSS that it is no longer receiving services from Contractor. If County is dissatisfied with the services of Contractor, it shall provide a letter to CDSS describing its dissatisfaction.

Q. Without limitation as to any other applicable rights or remedies, in the event of a breach of security caused by County employee(s), through the use of the information/data provided by Contractor, County is responsible for any and all breach notifications to the consumer, along with associated costs.

R. County may not assign or delegate any of its rights or duties under this MOU.

S. County acknowledges that its access to the Service is subject to audit by Contractor as described in the Agreement. County agrees to cooperate with CDSS and Contractor in responding to any such audit.

Attachment: Worknumber Express TALX's 2023-Ongoing - to cob (RES-2022-485 : Memorandum of Understanding with California Department

T. In accordance with the security obligations of the Attachment 1 of DGS MSA 5- 22-70-29, County shall provide immediate notification, but in no event later than 3 business days to Contractor at: TALX Corporation, 11432 Lackland Road, St. Louis, MO 63146, Attn: President; email address: evscontracts@equifax.com, of any change in address or office location and are subject to an onsite visit of the new location by Contractor or its designated representative.

U. For the purposes of the employment and income verification program that is the subject of this MOU, County is not required to purchase separate or additional services from Contractor. CDSS has no expectation that there will be a separate or continuing arrangement for future services between County and Contractor.

V. TERM

This MOU shall remain in effect until terminated by either party in accordance with VI B below.

VI. GENERAL PROVISIONS

A. No condition or provision of this MOU shall be waived or altered except by written amendment signed by a duly authorized representative of CDSS and County.

B. Termination without cause: This MOU may be terminated by either party without cause upon 30 days written notice.

C. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated in any manner. However, CDSS or County shall provide written notice to the other party of such termination for cause of this MOU. Contractor may immediately suspend and/or terminate County's access to the Service if Contractor reasonably believes County has violated the FCRA, any of the state law counterparts to the FCRA, or any other applicable law or regulation.

[Signature page to follow]

Attachment: Worknumber Express TALX's 2023-Ongoing - to cob (RES-2022-485 : Memorandum of Understanding with California Department

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

By: _____
Name and Title of signing staff

Date: _____

COUNTY OF Mariposa

By: _____
Name and Title of signing staff

Date: _____

Attachment: Worknumber Express TALX's 2023-Ongoing - to cob (RES-2022-485 : Memorandum of Understanding with California Department

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-486

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

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

---

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved Purchase of Services Agreement between HHSA and MCSO on November 16, 2021 through Resolution No. 2021-626.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Non-approval of the agreement increases the difficulty in maintaining accountability for public assistance funding.

FINANCIAL IMPACT:
This Agreement has no impact to the General Fund.

ATTACHMENTS:
Sheriff - Fraud Investigation Reimbursment Agmt 2022-23 (PDF)

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

REF ID# 13260

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

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

Article 1. Program Provisions — Sheriff Office

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

A. Establish and maintain a qualified public assistance fraud investigation unit which dedicates an average of 20 hours per week to these investigations.

B. Represent the County of Mariposa in communications with California Department of Social Services (CDSS) Fraud Bureau management staff, and other appropriate agencies regarding the operation of the public assistance fraud function.

C. Continue a General Relief fraud investigation effort.

D. Ensure that MCSO public assistance investigation staff does not wear uniforms.

E. Abide by the provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.

F. Maintain confidentiality of records as required by Welfare and Institutions Code (W&IC), Section 10850. The MCSO shall make staff aware of the provisions of this Statute and that violation of it is a misdemeanor.

G. Refer to the District Attorney's office criminal and/or civil charges against the person or persons shown to have committed crimes against the CalWORKs, CFP, and other public assistance programs, through evidence presented by HHSA subject to the legal and ethical guidelines of the State Bar of California, the Uniform Crime Charging Standards of the California District Attorneys Association and the prosecutorial policies of the DA.

H. Ensure cooperation with HHSA in establishing and maintaining a vigorous, viable program of CalWORKs, CFP, and other related public assistance fraud control.

Attachment: Sheriff - Fraud Investigation Reimbursment Agmt 2022-23 (RES-2022-486 : Agreement Between Mariposa County Health & Human

I. Maintain statistical records necessary to provide required reports to CDSS on a timely basis. Forward all CDSS reports to HHSA for review, coordination, and concurrence prior to submission to CDSS by HHSA.

J. Retain all programmatic records in compliance with Federal and/or State guidelines that may be subject to audit and review for compliance by an agency of the Federal or State government involved in the administration of these programs.

Article 2. Program Provisions — HHSA

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

A. Provide MCSO staff with all appropriate program orientation and training necessary to conduct public assistance investigations in accordance with Federal and State regulations and County and HHSA policies.

B. Provide MCSO staff with the information needed to conduct public assistance investigations as provided for in Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.

C. Provide timely overpayment/over issuance computations in all cases of alleged fraud.

D. Review all referrals received through the DA's Welfare Fraud Hot Line against information contained in the case file, attempt to resolve the referrals, and respond to the DA within the prescribed time frame.

E. Comply with all other provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.

F. Review and/or validate the accuracy of the Fraud Investigation Activity Report prior to its submission to CDSS by HHSA.

G. Provide MCSO personnel with office space at HHSA district locations in accordance with County office space standards, to allow MCSO personnel to carry out their job functions.

Article 3. Fiscal Provisions

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

Article 4. Mutual Responsibilities

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

Article 5. General Provisions

A. The term of this agreement is from July 1, 2022 through June 30, 2023 and may be renegotiated or extended at the end of the year.. A copy of a re-negotiated or new agreement shall be sent to the CDSS Fraud Bureau.

B. Upon one hundred and twenty (120) days written notice, either party may cancel this agreement.

C. This agreement may be amended by mutual consent of both parties.

Article 6. Non-Discrimination

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

Article 7. Confidentiality Statement

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

Agreement made and entered into on this ____ day of _____, 2022

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

_____	_____
Joe Lynch, Director Mariposa County Health and Human Services Agency	Jeremy Briese, Sheriff Mariposa County Sheriff Office

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-487

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: JUMP Technology Services

RECOMMENDATION AND JUSTIFICATION:
Approve a Three-Year Agreement with JUMP Technology Services to Provide LEAPS a Cloud Based Adult Protective Services Software System in an Amount Not to Exceed $29,022; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This is an agreement targeted for Adult Protective Services and Public Guardianship/Public Conservatorship clients within the Health and Human Services Agency (**HHSA**). This Agreement is to purchase software that will assist the HHSA Human Services division in maintaining and utilizing information that will best support our clients while keeping their information safe.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved an agreement with JUMP Technology Services on December 13, 2016, through Resolution Number 2016-647.

The Board of Supervisors approved an agreement with JUMP Technology Services on November 5, 2019 through Resolution Number 2019-631.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Human Services division will rely on manual record keeping, potentially leading to inadequate accountability and support of client information.

FINANCIAL IMPACT:
There is sufficient funding in the Social Services Budget to fund this Agreement. There is no impact to the County General Fund.

ATTACHMENTS:
MariposaRenewal2022_LEAPS_OrderID6425 - July 28 2022 (PDF)

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

REF ID# 13229

JUMP Technology Services®
1024 Iron Point Road
Folsom, CA 95630
916-357-6779
www.jumpfaster.com

Attachment: MariposaRenewal2022_LEAPS_OrderID6425 - July 28 2022 (RES-2022-487 : JUMP Technology Services)

This agreement is made between JUMP Technology Services, L.L.C. (hereafter referred to as JUMP) and Mariposa County (hereafter referred to as CUSTOMER).

This Agreement covers:

Software Licenses and Hosting Services (Exhibit A),

Software Maintenance and Product Support (Exhibit B),

Consulting and Training Services (Exhibit C).

Mutual Non-Disclosure (Exhibit D)

Additional Provisions (Exhibit E)

Budget (Exhibit F)

The term of this agreement shall be from 11/01/2022 through 10/31/2025. The maximum amount of this contract shall not exceed $29,022.00.

1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ENTIRE AGREEMENT

1.1. This Agreement, including the above schedule(s) constitutes the sole terms and conditions of JUMP's agreement with CUSTOMER. Any additional or inconsistent terms proposed by CUSTOMER in CUSTOMER's purchase order(s) or elsewhere are hereby expressly rejected unless expressly accepted in writing by JUMP.

1.2. All CUSTOMER orders must be made by submitting properly completed Schedules signed by CUSTOMER and JUMP. All Schedules shall refer to this Agreement by number and will incorporate the terms of this Agreement.

2. Delivery

2.1. All delivery dates (and installation dates, if applicable) are approximate.

2.2. Every effort will be made to deliver and install, if applicable, by the approximated dates, but under no circumstances will JUMP be responsible for, or will CUSTOMER be entitled to, any damages, special, consequential, incidental or whatsoever arising out of or owing to any delay.

3. Invoicing and Payment

3.1. All payments are due thirty (30) days from invoice date.

3.2. Software license fees are billed quarterly in advance.

4. Taxes

4.1. CUSTOMER shall pay all sales, use, excise or other tax payable as a result of any sale, license, use and/or installation, if applicable.

5. Limitation of Liability and Damages

5.1. **Customer Insurance not applicable**. Except in the event of criminal or negligent action/inaction by the CUSTOMER, its officers, employees, contractors or agents, nothing herein shall be construed as granting to JUMP, it's officers, employees, contractors or agents any insurance benefit/coverage under CUSTOMER insurance.

5.2. **Insurance.** JUMP will submit or cause to be submitted to CUSTOMER Certificate(s) of insurance documenting agreed upon insurance coverage, naming CUSTOMER as additional insured and shall submit or cause to be submitted annually evidence of renewal in the form of updated Certificates of Insurance, at policy renewal date.

5.3. **Workers' Compensation Insurance**. To the extent required by law during the term of this Agreement, JUMP shall provide workers' compensation insurance for all employees engaged in performance of duties under this Agreement, in an amount not less than ONE MILLION dollars ($1,000,000).

5.4. **Liability Insurance**. JUMP shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage.

5.4.1. **General Liability**. Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of JUMP or any officer, agent, or employee of JUMP under this Agreement. CUSTOMER, its officers, employees, and agents shall be named as “Additional Insured” on any policy. The policy or policies shall provide that CUSTOMER will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

5.4.2. **Comprehensive Automobile Liability Insurance**. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on company owned, hired and leased vehicles used in conjunction with contractor's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence

5.5. **Limitations on Liability.** Notwithstanding the provisions of Agreement paragraph 5 "Limitation of Liability and Damages" and sub-paragraphs, the liability of the parties and the remedies of the parties shall be limited as follows:

5.5.1. **Uncontrollable Events**. Neither party shall bear any liability arising out of events beyond the control of such party, including but not limited to acts of God, acts of a public enemy, fires, floods, storms, earthquakes, riots, strikes, lock-outs, wars, restraints of government, court orders, power shortages or outages, equipment or communications malfunctions, nonperformance by any third parties, or other events which cannot be controlled or prevented with reasonable diligence by such party.

5.5.2. **Consequential Damages**. Neither party shall bear any liability for special, consequential, incidental or indirect damages resulting from “uncontrollable events” (including without limitation loss of anticipated income or profits, loss of goodwill, or other loss or damages), even if such party has been informed of the possibility of such damages.

5.5.3. **Value of Contract**. In no event shall the aggregate liability of JUMP to CUSTOMER (regardless of the form, whether in contract or tort) exceed the amount of the fee paid by CUSTOMER to JUMP pursuant to the terms of this contract.

Attachment: MariposaRenewal2022_LEAPS_OrderID6425 - July 28 2022 (RES-2022-487 : JUMP Technology Services)

5.5.4. **Passage of Time**. In no event shall a cause of action be asserted by CUSTOMER against JUMP or JUMP against CUSTOMER, which arises out of or relates to any event, condition, breach, or claim known to the filing party more than one (1) year prior to the filing of such cause of action.

6. **Indemnification**

6.1. CUSTOMER shall indemnify, defend and hold harmless JUMP, its directors, agents, officers and employees and volunteers from and against all claims, damages, losses, causes of action and expenses, including reasonable attorneys‟ fees, for any personal injury, bodily injury, loss of life, damage to property, violation of federal, state or municipal law, ordinance or constitutional provision, or other cause that arise out of, relate to or result from activities or omissions, negligent or otherwise, in breach of the terms of this Agreement by CUSTOMER, its directors, officers, agents and/or employees.

6.2. JUMP shall indemnify, defend and hold harmless CUSTOMER its directors, agents, officers, employees and volunteers from and against all claims, damages, losses, causes of action and expenses, including reasonable attorneys‟ fees, for any personal injury, bodily injury, loss of life, damage to property, violation of federal, state or municipal law, ordinance or constitutional provision, or other cause that arise out of, relate to or result from acts or omissions, negligent or otherwise, in breach of the terms of this Agreement by JUMP, its directors officers, agents and/or employees.

7. Termination

7.1. **Early Termination.** Either party may terminate this Agreement prior to its expiration date by giving 20 days written notice. As set forth in Exhibit A, CUSTOMER shall be responsible for payment of all subscription, license fees, and maintenance services owing for the entire calendar quarter in which such notice is received by JUMP and any additional quarter(s) of CUSTOMER authorized service.

7.2. **Effect of Termination**. Upon termination of this Agreement for any reason, each party will return to the other party all confidential materials developed by or belonging to such party, which have been delivered pursuant to this Agreement. Termination of this Agreement will not relieve CUSTOMER of its obligations to make immediate and full payment to JUMP for any amounts then due and/or payable to JUMP.

7.3. **Failure to Pay.** CUSTOMER'S failure to pay license and subscription fees may result in service interruption or termination without notice. CUSTOMER may be subject to a re-establishment of service fee of $250 per delinquent month or partial month.

8. Remedies

8.1. In addition to any right or remedy given to JUMP in this Agreement, JUMP shall have all other rights and remedies conferred by law or equity.

9. Arbitration

9.1. Any dispute arising under or in connection with this Agreement shall be settled by binding arbitration. The party seeking arbitration shall serve written notice to the other party of its intent to arbitrate and the nature and facts concerning the dispute. The dispute shall be resolved by one neutral arbitrator who shall have no affiliation with any party and shall be selected by mutual agreement of the Parties or by the American Arbitration Association office in Dallas, Texas if a mutual selection cannot be reached within fifteen (15) days after written

Attachment: MariposaRenewal2022_LEAPS_OrderID6425 - July 28 2022 (RES-2022-487 : JUMP Technology Services)

notice to arbitrate is given. The arbitration decision shall be conclusive and binding upon the Parties, shall constitute an "award" by the arbitrator and judgment may be entered in any court of competent jurisdiction. The cost and expenses of such arbitration, including, without limitation, the reasonable fees and expenses of the prevailing party's legal counsel, witnesses and the arbitrator shall be borne by the party against whom the decision is rendered or as otherwise decided by the arbitrator. The Commercial Arbitration Rules of the American Arbitration Association shall be followed. The arbitration proceedings shall be held in Sacramento, CA.

9.2. Neither party nor the arbitrator may disclose the existence or results of any arbitration hereunder without the prior written consent of both parties or as otherwise provided by California law.

10. Governing Law

10.1. This Agreement will be governed by the local law of the State of California, excluding any principles of conflicts of law.

11. Parties in Interest

11.1. Nothing in this Agreement provides any legal rights to, or creates any liability for, anyone not an executing party of this Agreement.

12. Assignment

12.1. Neither party may assign or transfer this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the other party; except that either party may assign or transfer this Agreement in the case of a merger, acquisition, consolidation or sale of substantially all the assets to which this Agreement relates. Subject to the foregoing limitation, this Agreement will inure to the benefit of and be binding upon the parties hereto, their successors, and assigns.

13. Relationship of the Parties

13.1. The relationship between CUSTOMER and JUMP created under this Agreement shall be that of independent contractors.

14. No Waiver of Default

14.1. JUMP's failure to exercise any of its rights under this Agreement shall not be deemed a waiver thereof; nor shall JUMP's waiver of any provisions hereof be deemed a waiver of any future compliance herewith, and such provisions shall remain in full force and effect.

15. Interpretation

15.1. Unless defined herein, words having well-known technical or trade meanings shall be so construed.

16. Entire Agreement

16.1. This Agreement, including the Schedules, supersedes all prior proposals, negotiations and communications, oral or written, between the parties with respect to the subject matter hereof; no modification or amendment to this Agreement shall be binding unless in writing and signed by representatives of both parties.

Attachment: MariposaRenewal2022_LEAPS_OrderID6425 - July 28 2022 (RES-2022-487 : JUMP Technology Services)

Exhibit A
Software Licenses and Hosting Services

1. **Licenses**
   - **1.1.** On any JUMP developed Licensed Software, CUSTOMER will receive a personal, nonexclusive and nontransferable license to use the Licensed Software and related documentation.
   - **1.2.** Access to the hosted software by each active CUSTOMER user account during the billing period will be included in the licensed user count regardless of the length of time the account was active in the billing period.
2. **Ownership**
   - **2.1.** Except for the rights expressly granted herein, this Agreement does not transfer from JUMP to CUSTOMER any intellectual property and/or developed technology, and all right, title and interest in and to such property/technology will remain solely with JUMP.
3. **Trade Secrets and Source Code**
   - **3.1.** CUSTOMER agrees that it will not, directly or indirectly, reverse engineer, decompile, dissemble or otherwise attempt to derive source code or other trade secrets from JUMP's developed technology.
4. **Confidential Information**
   - **4.1.** During the term of this Agreement, each party may disclose to the other certain proprietary or confidential information, which shall be received in confidence and shall not be revealed to third parties or applied to uses other than recipient's performance of its obligations hereunder.
   - **4.2.** Neither party shall disclose, advertise or publish the specific terms or conditions of this Agreement without the prior written consent of the other party, except (i) as may be required by law and (ii) to its professional advisors and to investors or potential investors.
   - **4.3.** CUSTOMER will maintain all rights and privileges to its specific database content. JUMP shall have no rights or privileges to database content, other than as required to implement JUMP technology and for the purpose of training, research, support, and maintenance of the licensed software.
5. **Compliance with Laws.**
   - **5.1.** JUMP shall not publish or disclose, permit or cause to be published, disclosed, or used, any confidential information pertaining to a public social services applicant(s) or recipient(s) obtained in the course of work performed for or with CUSTOMER.
   - **5.2.** JUMP will establish and implement appropriate privacy and security safeguards with respect to CUSTOMER'S Protected Health Information that may be maintained, transmitted or viewed in connection with the services under this Agreement. JUMP affirms that to the full extent pertinent to the services provided under this Agreement, such safeguards will be consistent with the standards set forth in regulations under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”) and the (“HITECH Act”) and the Omnibus Rule (the “Final Rule”) published on January 17, 2013.
   - **5.3.** To the full extent pertinent to the services provided under this agreement, JUMP shall comply with Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.
   - **5.4.** MediCal PII information that may be shared with JUMP by CUSTOMER or which JUMP may view or come into contact with in the course of delivery of services under this Agreement shall be held as confidential and shall be used only in accordance with Welfare and Institutions Code section 14100.0 and 42 Code of Federal Regulations section 431.300 and sections following, as permitted under the terms of this Agreement and/or as required by law, and/or by court order.

Attachment: MariposaRenewal2022_LEAPS_OrderID6425 - July 28 2022 (RES-2022-487 : JUMP Technology Services)

5.5. JUMP personnel who may encounter legally protected HIPAA or MediCal PII data in the performance of services under this Agreement shall be informed of legally confidential nature of such data and of the civil and criminal sanctions for non-compliance with the applicable federal and state laws.

6. Hosting Service

6.1. Internet Connectivity Service Not Included. CUSTOMER acknowledges that this agreement does not provide Internet Service Provider (ISP) connectivity services. CUSTOMER shall obtain and maintain a separate Internet connection agreement through an ISP in order to access the licensed software.

6.2. Data Location. JUMP will host the licensed software including the database within the United States on a server co-located at Rackspace or other mutually agreed upon data center provider.

7. Warranty

7.1. Anti-Virus Warranty.

7.1.1. JUMP represents and warrants that licensed software as written and delivered via the Internet will not contain any virus, worm, or other codes or routines designed to disable, damage, impair or erase software or data on the equipment upon which the licensed software is accessed.

7.1.2. CUSTOMER acknowledges that the licensed software is dependent upon an Internet browser installed upon the user's computer and that JUMP's warranty does not extend to the Internet browser.

7.1.3. CUSTOMER shall retain responsibility for anti-virus including the Internet browser on the user's computer.

7.1.4. CUSTOMER represents and warrants that it shall not upload electronic documents or files to the licensed software which contain any virus, worm, or other codes or routines designed to disable, damage, impair or erase software or data on the equipment upon which the license software is installed and hosted.

Attachment: MariposaRenewal2022_LEAPS_OrderID6425 - July 28 2022 (RES-2022-487 : JUMP Technology Services)

Exhibit B
Software Maintenance and Product Support

1. **Definition of Support Services**
   - **1.1.** For critical outages, CUSTOMER representatives may contact JUMP by telephone at designated after-hours numbers that will be provided at execution of this agreement. All non-critical incidents and requests for service must be reported via JUMP's Support Services Center (SSC) via the CUSTOMER support portal by authorized CUSTOMER representatives located at https://jumpssc.com. For privacy and security as well as timeliness tracking, support inquires may not be sent via email. JUMP's analyst will respond to CUSTOMER Program inquiries, coordinate resolution of Program problems, including the verification of any reported errors, provide acceptable problem workaround, and communicate with designated CUSTOMER representatives on status and/or for additional problem information and supply the Error Corrections and/or Update Release, as necessary.
2. **Support Plan**
   - **2.1.** CUSTOMER representatives may access support through the CUSTOMER support portal or by calling 918-624-5867 during normal business hours. Normal business hours are between 7 a.m. and 7 p.m. (Central Time), Monday through Friday, excluding national and JUMP company holidays. A list of JUMP company holidays is below as Exhibit B, and is subject to change from year to year. The total number of JUMP company holidays is not to exceed ten (10) days per year. For after-hours contacts, JUMP will provide two, emergency contact numbers. Service includes the following:
     - 2.1.1. Access to support service through web portal and phone (after hours emergencies)
     - 2.1.2. Access to support services by up to three (3) designated CUSTOMER contacts
     - 2.1.3. Access to available Update Release documentation
     - 2.1.4. Web portal access provides
       - 2.1.4.1. Submitting Program inquiries or reporting Program problems
       - 2.1.4.2. Access to Program technical tips
       - 2.1.4.3. Access to Program problem and solution list(s)
       - 2.1.4.4. Access to available Patches
       - 2.1.4.5. Review CUSTOMER call/issue & status
       - 2.1.4.6. Review CUSTOMER maintenance contract status
3. **Reporting Service Requests to the Support Services Center**
   - **3.1.** All CUSTOMER requests, inquiries, or issue reports submitted to JUMP Technology Services (HDT) must be made by a designated CUSTOMER contact. HDT will be assigned one of four categories:
     - 3.1.1. **Technical Assistance:** Questions about Program usage and installation that do not result in registration of a program defect or enhancement request.
     - 3.1.2. **Program Defect:** A CUSTOMER encounters a problem that is determined to be an Error or defect in the Program.
     - 3.1.3. **Feature Enhancements Requests:** Request for a tool or feature that is not included in the current set of JUMP Technology Services' produced or licensed software or features. JUMP will review CUSTOMER's requests for feature enhancement during normal JUMP systems update cycles. JUMP will provide a quote for the enhancement in total hours to be charged against the CUSTOMER contract or additional charge to be added to the current contract.
     - 3.1.4. **Documentation Discrepancies:** Lack of information or clarity in CUSTOMER documentation.
   - **3.2.** All HDT submitted to the SSC shall be made in the form of an issue report and shall include the following:
     - 3.2.1. Contact information for the designated CUSTOMER contact reporting the problem.
     - 3.2.2. A general description of the operating environment in which the issue was discovered (as applicable).
     - 3.2.3. A description of relevant hardware components in the environment (as applicable).
     - 3.2.4. A description of relevant software components (operating system, browser) in the environment and their versions.
     - 3.2.5. A description of the problem and expected results.
     - 3.2.6. System generated error messages or diagnostics where available.
   - **3.3.** JUMP will prioritize each issue report according to the following definitions:

Attachment: MariposaRenewal2022_LEAPS_OrderID6425 - July 28 2022 (RES-2022-487 : JUMP Technology Services)

3.3.1. **High Priority**. Critical business impact. The CUSTOMER has complete loss of service and work cannot reasonably continue; experiences real or perceived data loss or corruption; an essential part of the system is unusable for the CUSTOMER, which results in the inability to use a mission critical application.

3.3.2. **Medium Priority**. Some business impact. The problem seriously affects the functionality of the Program but can be circumvented so that the Program can be used; or that the Program as a whole functions but that a certain function is somewhat disabled, gives incorrect results or does not conform to the specifications.

3.3.3. **Low Priority**. Minimal business impact. The CUSTOMER can circumvent the problem and use the system with only slight inconvenience. The error can be considered insignificant and has no significant effect on the usability of the software, e.g., a small system error or a small error in the documentation. This priority is also used for questions, comments, and requests for enhancements to the software.

3.4. JUMP will acknowledge CUSTOMER'S reported issue according to the priority assigned by JUMP. Acknowledgement time shall mean the time between CUSTOMER reporting the issue to JUMP and the time JUMP notifies the CUSTOMER that it acknowledges the situation.

3.4.1. **High Priority.** Acknowledgement within 2 business hours.

3.4.2. **Medium Priority.** Acknowledgement within 1 business day.

3.4.3. **Low Priority.** Acknowledgement within 1 business day.

3.5. JUMP will respond to CUSTOMER'S reported issue according to the priority assigned by JUMP. Response time shall mean the time between CUSTOMER reporting the issue to JUMP and the time that a JUMP analyst or representative is assigned and actively working to remedy the issue.

3.5.1. **High Priority**. Response time within 2 business hours.

3.5.2. **Medium Priority**. Response time within 3 business days.

3.5.3. **Low Priority.** Response time within 5 business days.

3.6. JUMP's undertaking: For each HDT reported by Customer, JUMP undertakes to:

3.6.1. Maintain a web portal for Customer to report a problem and receive assistance

3.6.2. Acknowledge receipt of all reports to Customer. The acknowledgement shall be in written form and shall provide the name of the representative to which the HDT is assigned as well as a priority assignment which indicates a time-frame in which a response from JUMP can be expected according to the response times in 3.5 above.

3.6.3. Analyze the report and verify the existence of the problem

3.6.4. Give Customer direction and assistance in resolving technical issues.

3.7. Defect Correction Goals.

3.7.1. For each confirmed defect where the JUMP software product does not conform to the technical product specifications, JUMP may propose both an interim and final resolution.

3.7.1.1. Interim Solution. A temporary solution that lowers the priority classification of the issue.

3.7.1.2. Final Solution. A permanent correction which causes the product to conform to the technical product specification.

3.7.2. High Priority.

3.7.2.1. Interim Solution - All commercially reasonable effort until the defect is repaired

3.8. CUSTOMER'S undertaking:

3.8.1. Appoint designated Contacts from CUSTOMER'S organization for all matters relating to the support issues for JUMP systems

3.8.2. Obtain all necessary information for each issue reported as outlined in 3.2 above.

3.8.3. Include JUMP's identifying HDT number in all subsequent communications with JUMP regarding the HDT.

3.8.4. Respond to all JUMP requests for additional information.

3.9. Closure of HDT

3.9.1. HDT will be considered to be resolved and will be closed under the following conditions:

3.9.1.1. Customer receives an error correction, a workaround, or information that resolves the issue.

Attachment: MariposaRenewal2022_LEAPS_OrderID6425 - July 28 2022 (RES-2022-487 : JUMP Technology Services)

3.9.1.2. The reported Issue is identified as not a problem with the JUMP product.

3.9.1.3. If the HDT results in a defect correction that will be routed to the product support team and CUSTOMER has been advised of the acknowledgement and receives a version number for the defect resolution.

3.9.1.4. If the HDT is classified as an enhancement request and the customer has provided information regarding the business problem created by the absence of the enhancement, and the product team has provided an enhancement reference number to the CUSTOMER along with a quote.

3.9.1.5. CUSTOMER has not responded after 10 business days to JUMP after information was provided via a final message left on the HDT or voicemail.

3.10. Software Releases

3.10.1. Prior to the release of any new version, JUMP will provide a detailed release plan and make available, upon CUSTOMER'S request, a test system for CUSTOMER'S review and testing of the new release. Upon successful testing and acceptance by the CUSTOMER, JUMP will schedule the upgrade with the CUSTOMER at a mutually agreed upon time.

3.10.2. All software versions must be installed in sequence.

3.10.3. JUMP may, at its discretion, delay installations for CUSTOMER accounts with overdue invoices.

Attachment: MariposaRenewal2022_LEAPS_OrderID6425 - July 28 2022 (RES-2022-487 : JUMP Technology Services)

Exhibit C
Consulting and Training Services

1. **Intellectual Property**
   - **1.1.** Any ideas, concepts, know-how or data processing techniques, developed by JUMP personnel (alone or jointly with the CUSTOMER) in connection with consulting services provided under this agreement are the exclusive property of JUMP.
2. **Web Based Training**
   - **2.1.** All training requests will be scheduled by CUSTOMER representative through JUMP's web portal.
   - **2.2.** Cancelation and rescheduling must be coordinated by CUSTOMER representative rather than end users.
   - **2.3.** All cancelations to scheduled training must be made 48 hours prior to the scheduled training session. Cancelations less than 48 hours from the scheduled training session may result in $150 cancelation charge.
   - **2.4.** JUMP shall provide a qualified trainer for each web based training class ordered by CUSTOMER.
3. **On-Site Training**
   - **3.1.** CUSTOMER shall provide facilities and equipment for all onsite trainings. For initial training, CUSTOMER shall provide an appropriate training room, with a computer and high speed internet connection for each student and the JUMP trainer as well as a linked projector suitable for use with the provided trainer computer and a projection screen.
   - **3.2.** JUMP shall provide a qualified trainer for each on-site training class ordered by CUSTOMER.
   - **3.3.** JUMP shall provide a training version of the system.
   - **3.4.** All on-site training classes require two weeks' notice of cancelation. Cancelations less than two weeks prior to the training date may results in $500 cancelation charge.
4. **Training System for CUSTOMER Led Training**
   - **4.1.** CUSTOMER may utilize the JUMP training or testing system to conduct CUSTOMER led training.
   - **4.2.** CUSTOMER acknowledges that the training and/or testing system is part of JUMP'S temporary staging and development environment and is not guaranteed to be available without interruption.
   - **4.3.** CUSTOMER acknowledges that the training system, when available, is offered without warranty and that CUSTOMER will not use the training system to enter electronic protected health information (ePHI).
   - **4.4.** CUSTOMER will maintain all rights and privileges to its specific database content. JUMP shall have no rights or privileges to database content, other than as required to implement JUMP technology and for the purpose of training, research, support, and maintenance of the licensed software.

Attachment: MariposaRenewal2022_LEAPS_OrderID6425 - July 28 2022 (RES-2022-487 : JUMP Technology Services)

Exhibit D
Mutual Non-Disclosure

All Information exchanged between the parties in conjunction with this Agreement shall be subject to the following terms. Use of the terms "Recipient" and "Discloser" hereunder refer to either CUSTOMER or JUMP, as the case may be. In consideration of the mutual promises and obligations contained in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

A) The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secrets, information considered to be confidential, valuable and proprietary by Discloser, in connection with business purposes of this Agreement.

B) Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, specifications, drawings, prices, costs, privileged client information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or third party suppliers or other facts pertinent to the business relationship between Discloser and Recipient (collectively Discloser's "Information"). Information provided by one party to the other before execution of this Agreement and pertinent to this Agreement is also subject to the terms of this Provision

C) Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own confidential and proprietary information, but not less than a reasonable standard of care.

D) Recipient agrees to use Information solely in connection with purposes of this Agreement and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the project; and (b) have been advised of the confidential and proprietary nature of such Information.

E) Discloser's Information does not include: a) any information publicly disclosed by Discloser; b) any information Discloser, in writing, authorizes Recipient to disclose without restriction; c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential; d) any information Recipient independently develops without use of or reference to Discloser's Information.

F) If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient shall provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

G) Information remains at all times the property of Discloser. Upon Discloser's request and/or upon termination of this Agreement, all or any requested portion of the Information (including, but not limited to tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed (at Disclosers option), and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.

H) No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient.

I) The term of this Mutual Non-Disclosure and the parties' obligations hereunder commences, except as otherwise stated herein, on the Effective Date of this Agreement and extends with regard to all Information until five (5) years after termination of this Agreement.

J) This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.

Attachment: MariposaRenewal2022_LEAPS_OrderID6425 - July 28 2022 (RES-2022-487 : JUMP Technology Services)

A) CONFIDENTIALITY:

JUMP agrees to comply and to require employees to comply with the provisions of Welfare and Institutions Code (WIC) Section 10850 and 14100.2 to assure that records concerning individuals in connection with the administration of or delivery of services under this Agreement will be kept confidential and not open to examination for any purpose not directly related to such administration. JUMP will not publish or disclose, use or permit, or cause to be published, used or disclosed any confidential information pertaining to any recipient served by the COUNTY. The parties acknowledge that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor. JUMP agrees that services provided hereunder shall comply to the full extent applicable, with Health Insurance Portability and Accountability Act (HIPAA), Medi-Cal Data Privacy and Security Agreement (Medi-Cal PII), paragraphs E, F, G, H, K, L, M, Q. Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, specifications, drawings, prices, costs, privileged client information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or third party suppliers or other facts pertinent to the business relationship between Discloser and Recipient (collectively Discloser's "Information"). Information provided by one party to the other before execution of this Agreement and pertinent to this Agreement is also subject to the terms of this Provision

B) CHILD SUPPORT: Public Contract Code / Family Code

JUMP agrees, in accordance with Public Contract Code, Section 7110, to comply with applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code, Division 9, Part 5, Chapter 8 (commencing with Section 5200).

C) NON-DISCRIMINATION: CDSS MPP / Executive Orders / Dept. of Labor Regulations

JUMP shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age. JUMP shall comply and shall require its employees, consultants, agents to comply with non-discrimination requirements as defined in CDSS MPP Sections 21-100. MMTG shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

D) DRUG FREE WORKPLACE

JUMP and its employees shall comply with all pertinent State and Federal regulations with regard to maintaining a drug-free workplace.

E) CONFLICT OF INTEREST

JUMP warrants that it has no interest which would conflict in any manner with the performance of services required under this Agreement.

F) RESTRICTION, LIMITATIONS OR CONDITIONS

This agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State government that may affect the provisions, terms or funding of this agreement.

G) NON-ALLOCATION OF FUNDS

The terms of this Agreement, and the services to be provided there under, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated by CUSTOMER, at any time by giving JUMP sixty (60) days advance written notice.

Attachment: MariposaRenewal2022_LEAPS_OrderID6425 - July 28 2022 (RES-2022-487 : JUMP Technology Services)

H) INTERPRETATIONS

The language in all parts of this agreement shall be construed, in all cases, according to its fair meaning, and not for or against one or the other of the parties hereto.

I) INVOICING

Invoices as provided in this agreement shall be sent as follows:

Invoices shall be sent electronically to: tperesan@mariposacounty.org and jsimms@mariposacounty.org

Payments shall be mailed to:

JUMP Technology Services

P. O. Box 3452

Edmond, OK 73083

Attachment: MariposaRenewal2022_LEAPS_OrderID6425 - July 28 2022 (RES-2022-487 : JUMP Technology Services)

Exhibit F
Budget

No.	Item	Description	Date	Qty	Price	Extende
1	Home Safe Reporting Modules		11/01/2022	12	$125.00	$1,500.0
2	LEAPS 6 - 10		11/01/2022	1	$8,174.00	$8,174.0
3	Home Safe Reporting Modules		11/01/2023	12	$125.00	$1,500.0
4	LEAPS 6 - 10		11/01/2023	1	$8,174.00	$8,174.0
5	Home Safe Reporting Modules		11/01/2024	12	$125.00	$1,500.0
6	LEAPS 6 - 10		11/01/2024	1	$8,174.00	$8,174.0
					Total	**$29,022.0**

EXECUTED BY REPRESENTATIVES OF BOTH CUSTOMER AND JUMP TECHNOLOGY SERVICES AND EFFECTIVE AS OF THE DATE WHEN SIGNED BY BOTH PARTIES.

For JUMP Technology Services, LLC

By: Date:

Name: Denise Brinkmeyer

Title: President and CEO

For CUSTOMER

By: Date:

Name: Rosemarie Smallcombe

Title: Chair, Board of Supervisors

Attachment: MariposaRenewal2022_LEAPS_OrderID6425 - July 28 2022 (RES-2022-487 : JUMP Technology Services)

MARIPOSA COUNTY

HHS/Employment and Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-488

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: MLJT Employment Placement Services Contract 2022/23

RECOMMENDATION AND JUSTIFICATION:

Approve an agreement with Mother Lode Job Training (MLJT) to provide employment placement services for individuals in the subsidized employment program in an amount not to exceed $201,878.95; and authorize the Board of Supervisors Chair to sign the agreement.

The goal of this program is to place ten participants into work experience for 26 weeks at 29 hours per week. Ongoing placements continue to successfully prepare and train participants for employment opportunities. This program is fully funded by State and federal funds and has no impact to the County General Fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved the Fiscal Year 2021/22 agreement on April 27, 2021 by Resolution 2021-231.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The professional services of this agency would not be available to assist clients in job placement.

FINANCIAL IMPACT:
This contract is incorporated in the FY22/23 budget for the Human Services Division. There is no impact to the General Fund.

ATTACHMENTS:
MLJT ESE Agreement FY 22-23 - MC HHSA edit - July 15 2022 (PDF)
Attachment B.1 - MLJT ESE FY23 (PDF)
Vendor Service Detail Worksheet - Exh B.2 (PDF)
VENDOR ASSURANCE - MLJT ESE - Agreement 2023 (PDF)

REF ID# 13198

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

Attachment: MLJT ESE Agreement FY 22-23 - MC HHSA edit - July 15 2022 (RES-2022-488 : MLJT Employment Placement Services Contract

AGREEMENT FOR EMPLOYMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mother Lode Job Training ("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, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform employment 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 $201,998.95. Contractor's rates are listed in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(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.

Attachment: MLJT ESE Agreement FY 22-23 - MC HHSA edit - July 15 2022 (RES-2022-488 : MLJT Employment Placement Services Contract

(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

Attachment: MLJT ESE Agreement FY 22-23 - MC HHSA edit - July 15 2022 (RES-2022-488 : MLJT Employment Placement Services Contract

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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:
Mother Lode Job Training
197 Mono Way, Suite B
Sonora, CA 95370

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 966-8251

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion,

color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

Attachment: MLJT ESE Agreement FY 22-23 - MC HHSA edit - July 15 2022 (RES-2022-488 : MLJT Employment Placement Services Contract

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.

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29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Dave Thoeny, Executive Director Mother Lode Job Training
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	
_____	
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: MLJT ESE Agreement FY 22-23 - MC HHSA edit - July 15 2022 (RES-2022-488 : MLJT Employment Placement Services Contract

Exhibit A
SCOPE OF WORK

A. Mariposa County Health and Human Services Agency Human Services (HS) Division shall:

1. Refer Welfare to Work (WTW) clients to MLJT who meet the criteria for placement in Expanded Subsidized Employment (ESE)

2. Collaborate with MLJT to develop and provide ESE placements within the private or public employment sector for WTW referred clients; collaborate monitoring of the activity placements with MLJT staff once they have begun.

3. Mutually agree with MLJT to establish satisfactory methods for the exchange of information, as may be necessary, to ensure that each party may perform its duties and functions under this Agreement. Procedures shall be instituted to ensure that all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

4. Pay invoices submitted by MLJT for services rendered on a monthly basis.

B. MLJT shall:

1. Support and coordinate with HS staff to provide referred WTW clients with work readiness training and ESE placement oversight.

2. Provide operational support for the delivery of employment related services for WTW clients, including but not limited to, guidance and coaching for job search and employment related activities, use of computer-based labor market information and labor exchange systems, resume development and job search skills.

3. Provide outreach to employers to create job placement and development opportunities for ESE participants.

4. Provide eight (8) ESE placements within private, public, and non-profit employment sector, and collaborate monitoring of the placements with HS staff once they have begun. Placements will be subject to a six (6) month limit. MLJT will provide monthly detailed narratives describing the progress for each ESE placement.

5. Apart from the Vendor Detailed Worksheet, provide monthly reports (within 10 days of the prior month ending) including employment progress and hours worked, hours of attendance in work readiness training, client successes and services provided.

6. Mutually agree with HS to establish satisfactory methods for the exchange of information, as may be necessary, to ensure that each party may perform its duties and functions under this Agreement. Procedures shall be instituted to ensure that all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

7. Reimburse the HS for any and all sums received by MLJT as payment of services, where those services are not rendered by MLJT prior to the end of fiscal year 2022/2023.

Attachment: MLJT ESE Agreement FY 22-23 - MC HHSA edit - July 15 2022 (RES-2022-488 : MLJT Employment Placement Services Contract

Exhibit B
COST PROPOSAL

The maximum compensation under this contract shall not exceed **$201,998.95**, subject to availability of government funding (see Contract Article 7.04). MLJT shall submit monthly invoices for services rendered. Mariposa County Health and Human Services Agency Human Services (HS) Division shall review monthly invoices and issue payments for allowable costs listed below.

1) Up Front Costs: up to **$12,480** for worksite outreach, development, and administration for establishing 8 worksites.
2) Pre-Placement Costs: up to **$3,120** for work readiness training
3) Placement Administrative Costs: up to **$54,080** (416 hours @ $120 per hour) for administrative costs associated with the placements.
4) Wages and Benefits: up to **$114,259.95** for 8 workers, 29 hours per week @$15 per hour for 26 weeks, FICA, Unemployment Insurance and Worker's Compensation Coverage.
5) Payroll Services: up to **$17,938.99** (15% of Wages and Benefits above, and 8 onboarding fee @ $100 each) to manage the payroll process, audit costs, and to monitor sick leave hours.
6) The current minimum wage is **$15.00 per hour**.
7) The number of working hours is not to exceed **29 per week**.

Please refer to Exhibit B.1 for detailed budget information in tabular form.

MLJT shall bill HS monthly for actual services rendered reflecting the total cost for each eligible CalWORKs client using the Vendor Service Detail Worksheet (Exhibit B.2). The invoice shall include an itemization of the total cost for each client served, incorporating the service cost, administration costs, and salaries and benefits. In addition, the invoice shall include ESE wages, FICA taxes and benefits, and direct support service costs (i.e. vocational training).

MLJT shall reimburse HS for any and all sums received by MLJT as payment of services, where those services are not rendered by MLJT prior to the end of fiscal year 2022/2023.

Attachment: MLJT ESE Agreement FY 22-23 - MC HHSA edit - July 15 2022 (RES-2022-488 : MLJT Employment Placement Services Contract

Exhibit B.1

****See MLJT Spreadsheet from Sonora*****

Attachment: MLJT ESE Agreement FY 22-23 - MC HHSA edit - July 15 2022 (RES-2022-488 : MLJT Employment Placement Services Contract

Exhibit B.2

WTW VENDOR SERVICE DETAIL WORKSHEET

Attachment: MLJT ESE Agreement FY 22-23 - MC HHSA edit - July 15 2022 (RES-2022-488 : MLJT Employment Placement Services Contract

ATTACHMENT B.1

Contract Period (July 1, 2022-June 30, 2023)

PURPOSE/GOAL: Place 8 participants into WEX, for up to 6 months per enrollment period at $15.00 per hour

Up-Front Costs

Item	Hours	Number	Weeks	Rate	Total	
Worksite Outreach						
Worksite Development	7	8		$ 130.00	$ 7,280.00	
Administration	40	1		$ 130.00	$ 5,200.00	Billed in six equal installments
Total Upfront Costs					**$ 12,480.00**	

MLJT to do:

Identify businesses to host, train and supervise workers Develop worksite contract, do safety inspection, provide orientation to supervisors
Manage business relationships and provide worksite development support

Placement Costs

Work Readiness Training	3	8	1	$ 130.00	$ 3,120.00	Calculated weekly based on number of participants in placement
Placement Oversight	2	8	26	$ 130.00	$ 54,080.00	Calculated weekly based on number of participants in placement (adult)
Total Placement Costs					**$ 57,200.00**	

MLJT to do:

Prepare participants for worksite
Provide job coaching, receive and verify time sheets

Wages & Benefits

WEX Hours	29	8	26	$ 15.00	$ 90,480.00	
WEX FICA				7.650%	$ 6,921.72	
WEX Workers Comp				12.426%	$ 11,243.04	
WEX UI				6.206%	$ 5,615.19	
EOR onboarding fee		8		100.00	$ 800.00	
WEX EOR Services				15%	$ 17,138.99	
Total Wages & Benefits					**$ 132,198.95**	

MLJT to do:

Pay WEX wages
Pay Employer Taxes
Provide Workers Comp Coverage
Provide Unemployment Insurance Coverage
EOR (Employer of Record)
Process payroll, manage sick leave accrual and use
15% of wages and payroll taxes

TOTAL COSTS (2022-2023)					**$ 201,878.95**		

WEX Calculator	hourly rate	$ 15.00	29	/hrs/wk @	26	754	Hours

Exhibit B.2

WTW VENDOR SERVICE DETAIL WORKSHEET

#	Client Name	# of Visits	Service/Activity	Service/Activity	Service/Activity	Service/Activity	Service/Activity	Service Cost	Admin Cost	Total Cost
ID	OHN DOE	(#)	JOB SEARCH	JOB TRAINING	EMPLOYED			$0.00	$50.00	$50.00
1										$0.00
2										$0.00
3										$0.00
4										$0.00
5										$0.00
6										$0.00
7										$0.00
8										$0.00
9										$0.00
10										$0.00
11										$0.00
12										$0.00
13										$0.00
14										$0.00
15										$0.00
16										$0.00
17										$0.00
18										$0.00
19										$0.00
20										$0.00
21										$0.00
22										$0.00
23										$0.00
24										$0.00
25										$0.00
26										$0.00
27										$0.00
28										$0.00
29										$0.00
30										$0.00
	Total # of Visits	0						$0.00	$0.00	$0.00

OUTCOMES AND SUCCESS:

ADDITIONAL NOTES:

EMPLOYED:

Attachment: Vendor Service Detail Worksheet - Exh B.2 (RES-2022-488 : MLJT Employment Placement

VENDOR ASSURANCE OF COMPLIANCE WITH
THE MARIPOSA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: MOTHER LODE JOB TRAINING

HEREBY AGRESS THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq. as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 ©, (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulation (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal work hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

_____ _____
DATE DIRECTOR'S SIGNATURE

ADDRESS OF VENDOR/RECIPIENT
197 Mono Way, Suite B
Sonora, CA 95370

CR50-Vendor Assurance of Compliance

Attachment: VENDOR ASSURANCE - MLJT ESE - Agreement 2023 (RES-2022-488 : MLJT Employment Placement Services Contract 2022/23)

MARIPOSA COUNTY

HHS/Employment and Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-489

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with California Department of Social Services for EDD Information

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RECOMMENDATION AND JUSTIFICATION:
Rescind Resolution 2022-172 to terminate the Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) Regarding Access to Confidential Data Related to Employment Development Department.

The Mariposa County Health and Human Services Agency (HHSA) is to be provided access to confidential data for the sole purpose of conducting program evaluations. Contractor shall use the quarterly EDD base wage data to understand labor market participation of its employment services clients (e.g., California Work Opportunity and Responsibility to Kids (CalWORKs), CalFresh Employment & Training, and County General Assistance program clients in Mariposa County).

CDSS shall request and use the EDD's confidential information only for the purpose of conducting internal research, budget development, performance monitoring and program evaluation pursuant to the Welfare and Institutions Code Sections 10533, 10540.5, 10541, 10606.1, 10609.4, 10850, 11322.63, 11525, 15204.6 and, and Section 1095(ai) of the CUIC, and Sections of 7 United States Code (USC) 2020(e)(16) and (17), 42 USC Section 611, 42 USC Section 677 of the Social Security Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved MOU with CDSS through Resolution No. 2022-172 on March 15, 2022. Shortly after receiving approval, HHSA received notification from CDSS that MOU will not be executed by CDSS due to considerable amount of time elapsed in the scheduled agreement term. CDSS expects to issue a current agreement during the fiscal year 2022-2023 period.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Non-approval of the request would result in non compliance of county policy involving Board of Supervisor approved agreements.

FINANCIAL IMPACT:
No financial impact.

REF ID# 13200

ATTACHMENTS:
CDSS to HHSA MOU 2017-2022 Res. 2022-172 (PDF)
EDD 17-2031.Executed (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. The Legal Authority for this Agreement by which the Employment Development Department (EDD) provides confidential wage and unemployment insurance claim information to California Department of Social Services (CDSS) is pursuant to Section 1095(ai) of the California Unemployment Insurance Code (CUIC).

CDSS shall request and use the EDD's confidential information only for the purpose of conducting internal research, budget development, performance monitoring and program evaluation pursuant to the Welfare and Institutions Code Sections 10533, 10540.5, 10541, 10606.1, 10609.4, 10850, 11322.63, 11525, 15204.6 and, and Section 1095(ai) of the CUIC, and Sections of 7 United States Code (USC) 2020(e)(16) and (17), 42 USC Section 611, 42 USC Section 677 of the Social Security Act.

B. The Mariposa County, Health and Human Services Agency (HHSA), herein referred to as the Contractor, is to be provided access to confidential data for the sole purpose of conducting program evaluations. Contractor shall use the quarterly EDD base wage data to understand labor market participation of its employment services clients (e.g., California Work Opportunity and Responsibility to Kids (CalWORKs), CalFresh Employment & Training, and County General Assistance program clients in Mariposa County). This Agreement provides authorization for use of this confidential data solely for evaluation purposes described in this Agreement below.

C. Contractor Responsibilities:

1. Contractor shall agree to and follow EDD's Indemnity Agreement, Exhibit E – Attachment 2, attached hereto and made part of this Agreement.

2. Contractor shall instruct all employees, agents, or volunteers with access to the information provided through this Agreement as to the following:

   a. The confidential nature of the information;
   b. The requirements of Division 19 of the CDSS Manual of Policies and Procedure for the protection of confidential information provided by CDSS or held by the County in its administration of social services; and
   c. The EDD Confidentiality and Security Requirements of the EDD and CDSS Interagency Agreement 17-2031, Exhibit F for EDD data.
   d. Exhibit F, Agreement 17-2031 is attached for reference.

3. Acknowledge CDSS as the original source of the data in any publications resulting from, or related to, use of this data.

4. Include a disclaimer that credits any analyses, interpretations, or conclusions reached to the authors and not to the CDSS. The disclaimer shall be in substantially the following form, unless the parties agree otherwise in writing:

   "The research reported herein was performed with the permission of the California Department of Social Services. The opinions and conclusions expressed herein are solely those of the author(s) and should not be

Attachment: CDSS to HHSA MOU 2017-2022 Res. 2022-172 (RES-2022-489 : Agreement with California Department of Social Services for EDD

EXHIBIT A
(Standard Agreement)

considered as representing the policy of any agency of the California State Government."

5. Provide CDSS with a pre-publication draft of any reports 90 days before publication. A "report" is any document, email, or website that includes outcomes, results, or findings using EDD data that is made available to the public. EDD requires all publications with their data be reviewed and approved by their Information Security Office prior to publication. CDSS shall facilitate the approval process between the Contractor and EDD. Should CDSS disagree with any part of the report, a disclaimer stating CDSS's disagreement shall be included in the final published report.

   Specifically, the EDD data shall enable the following program outcomes to be accurately measured, including:

   a. The number and proportion of clients with earned income;
   b. The total earnings of clients and their wage progression over time;
   c. The continuity of employment over time; and,
   d. How outcomes differ across various socioeconomic/demographic characteristics and specific employment services programs.

   This analysis would enable Contractor to measure the effectiveness of welfare-to-work and employment services efforts in Mariposa County, it would provide valuable input into subsequent programmatic design and resource allocation decisions. Moreover, the information would be a useful tool in developing caseload forecasts and adapting employment services programs in response to labor market trends.

   Under no circumstances shall individual client data be released or used to contact individual persons. All data shall be reported in aggregate to protect client privacy.

   Matching client data with quarterly wages would provide Contractor with robust employment and earnings data that could be tracked over time for specific groups of program clients. County data does not currently provide any information on employment or earnings of program recipients, and EDD quarterly base wage files are the only accessible source for tracking the earned income of clients after receiving employment services.

   Several files produced by the EDD are the only source that shall allow accessibility to track the employment and earnings of welfare program recipients after leaving public assistance as well as unemployment and disability payments.

D. Contractor may use the following data sets acquired from CDSS:

1. **EDD Base Wage File:** Quarterly wage earnings for the most recent six (6) quarters available of all persons in the County of Mariposa, Health and Human Services, 16 years or older and who received at least one month of public assistance in County of Mariposa. The data extract includes quarter date; social security number; employer account number (EAN); and quarterly earnings. The base wage file shall enable Contractors to track the employment records and earnings of current and former welfare recipients. Historical

Attachment: CDSS to HHSA MOU 2017-2022 Res. 2022-172 (RES-2022-489 : Agreement with California Department of Social Services for EDD

EXHIBIT A
(Standard Agreement)

wage data up to five (5) years prior is also available upon special request for selected clients.

2. **Employer Data:** This file is a subset of the Quarterly Census of Employment and Wages created by the Bureau of Labor Statistics. It contains California employer data such as employer identification number (EIN), NAICS industry classification code, employer trade name, street address, FIPS county code, and total quarterly wages paid. Employer data is available upon special request.

3. **Unemployment/Disability (UI/DI) Files**: UI/DI files track the unemployment and disability benefits of welfare recipients. Data includes time of payment, payment amount, social security number, and client name. This data is available upon special request for selected clients, subject to CDSS cost review and available funds.

   Linkage of administrative county data to the aforementioned files requires the county to provide a file to CDSS containing unduplicated client social security numbers and birth dates, preferably in SAS or Excel/Csv format.

E. CDSS Responsibilities:

1. CDSS shall provide the following data for the purpose specified in this Agreement:

   a. EDD Base Wage data for the most recent six (6) quarters available. To be provided semi-annually.

   b. Employer Data can be attached to the EDD Base Wage data at the Contractor's request.

   c. Any requested linkage to wage/UI/DI data shall be limited to available funds.

2. CDSS shall facilitate the linkage of client records provided by Contractor to EDD base wage administrative files for this project. The process shall require CDSS to transmit client records to EDD; EDD performs the actual linkage (matching) and shall make the matched records available to CDSS for access and subsequent distribution to Contractor. This linkage requires a valid social security number and date of birth for each client.

3. CDSS shall conduct random on-site inspections, as needed, to ensure that the terms of this Agreement are being complied with.

4. All printing shall be sent to the California Department of General Services, Office of State Publishing (OSP). It is the responsibility of the CDSS Project Representative to obtain an exemption from OSP to competitively bid out any and all printing listed within this Agreement. The printing exemption process is managed by the CDSS Form Management Unit.

Attachment: CDSS to HHSA MOU 2017-2022 Res. 2022-172 (RES-2022-489 : Agreement with California Department of Social Services for EDD

EXHIBIT A
(Standard Agreement)

F. The project representatives during the term of this Agreement shall be:

CDSS
Brittney Gossard, Research Data Specialist
Fiscal Forecasting & Policy Branch
744 P Street, MS 8-10-100
Sacramento, CA 95814
Phone: (916) 654-1208
Brittney.Gossard@dss.ca.gov

County Mariposa
Rebecca Maietto
P.O. Box 99
Mariposa, CA 95338
Phone: (209) 742-0955
rmaietto@mariposacounty.org

The Contractor shall designate a person to be responsible for the security and confidentiality of the data. The Contractor shall immediately notify CDSS in writing of a designee change. The person responsible for security at Contractor is:

County Mariposa
Dawn Garcia
P.O. Box 99
Mariposa, CA 95338
Phone: (209) 742-0883
dgarcia@mariposacounty.org

Attachment: CDSS to HHSA MOU 2017-2022 Res. 2022-172 (RES-2022-489 : Agreement with California Department of Social Services for EDD

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this agreement shall not exceed $0.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2019/20	$0.00
2020/21	$0.00
2021/22	$0.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified.

3. Funding for necessary travel expenses and per diem are included in this agreement and will be reimbursed at rates established by the California Department of Human Resources (CalHR) for comparable classes. (See http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx). Contractor will itemize travel expenses, including receipts, and submit to CDSS Program Contract Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

   The CDSS Program Contract Manager agrees to certify and maintain the documents substantiating travel and per diem for a period not less than three years after final payment of this Agreement.

   No travel outside of the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS.

4. Invoices shall include the Agreement number XX-XXXX and Index Code 1261 and shall be submitted in triplicate not more frequently than monthly in arrears to:

   California Department of Social Services
   CalWORKs Engagement Bureau
   744 P Street, MS 8-8-33
   Sacramento, CA 95814
   Attn: Sadie Webb

   Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

Attachment: CDSS to HHSA MOU 2017-2022 Res. 2022-172 (RES-2022-489 : Agreement with California Department of Social Services for EDD

EXHIBIT B
(Standard Agreement)

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. For Contract with Federal Funds

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

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

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

E. Review

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

Attachment: CDSS to HHSA MOU 2017-2022 Res. 2022-172 (RES-2022-489 : Agreement with California Department of Social Services for EDD

EXHIBIT B
(Standard Agreement)

F. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

G. Nonresident Tax Withholdings

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.

Attachment: CDSS to HHSA MOU 2017-2022 Res. 2022-172 (RES-2022-489 : Agreement with California Department of Social Services for EDD

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:

   a. the decision under dispute;
   b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
   c. identification of all documents and substance of all oral communication which support Contractor's position; and
   d. the dollar amount in dispute, if applicable.

2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:

   a. a description of the dispute;
   b. a reference to pertinent contract provisions, if applicable;
   c. a statement of the factual areas of agreement or disagreement; and
   d. a statement of the representative's decision with supporting rationale.

3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

   California Department of Social Services
   744 P Street, M.S. 8-14-747
   Sacramento, CA 95814
   Attention: Chief, Contracts and Purchasing Bureau

   Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

B. Termination Without Cause

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

C. Debarment and Suspension

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed with any active exclusions on the System for Award Management (http://www.sam.gov) (Executive Order 12549, 2 CFR Parts 180, 376, 417 and 2336).

D. Certification Regarding Lobbying

Attachment: CDSS to HHSA MOU 2017-2022 Res. 2022-172 (RES-2022-489 : Agreement with California Department of Social Services for EDD

EXHIBIT D
(Standard Agreement)

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of $100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

   b. If 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 Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

   c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than $10,000 and not more than $100,000 for each such failure.

E. Unruh Civil Rights Act and the Fair Employment & Housing Act

Prior to bidding on, submitting a proposal for or executing an agreement or renewal for a State of California contract over $100,000 on or after January 1, 2017, the bidder or proposer must certify compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

F. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

G. OMB Audit

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. § 200.501), non-federal entities that expend $750,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance

Attachment: CDSS to HHSA MOU 2017-2022 Res. 2022-172 (RES-2022-489 : Agreement with California Department of Social Services for EDD

EXHIBIT D
(Standard Agreement)

with the provisions of 2 C.F.R. § 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the report submission requirements established in 2 C.F.R § 200.512 and a copy shall be forwarded to CDSS.

H. **Subcontractors**

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

I. **Indirect Costs/Administrative Overhead**

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first $25,000 of each subcontract. Any subcontractor receiving $25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

Attachment: CDSS to HHSA MOU 2017-2022 Res. 2022-172 (RES-2022-489 : Agreement with California Department of Social Services for EDD

Employment Development Department
State of California

EDD Agreement No.
CDSS Agreement No. XX-XXXX
CDSS/County Mariposa
EDD Customer Code: E00096, E00097
Exhibit E – Attachment 1
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT
CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

JOSEPH LYNCH (PRINT YOUR NAME) an employee of MARIPOSA COUNTY (PRINT YOUR EMPLOYER'S NAME)

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the Unemployment Insurance Code Sections 1094 and 2111, the Civil Code Section 1798 et seq., the Penal Code Section 502, Title 5, USC Section 552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC Section 1905.

JL (INITIAL) acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

JL (INITIAL) acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of EDD's data.

JL (INITIAL) acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including California Unemployment Insurance Code Section 1094 and 2111, California Government Code section 15619, California Civil Code Sections 1798.53, and Penal Code Section 502.

JL (INITIAL) acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

JL (INITIAL) acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

JL (INITIAL) acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

JL (INITIAL) agree to protect the following types of EDD confidential and sensitive information:

- Wage Information
- Employer Information
- Claimant Information
- Tax Payer Information
- Applicant Information
- Proprietary Information
- Operational Information (manuals, guidelines, procedures)

JL (INITIAL) hereby agree to protect EDD's information on either paper or electronic form by:

- Accessing or using EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

Lynch, Joseph, F.
Print Full Name (last, first, MI)

Signature

MARIPOSA COUNTY HEALTH AND HUMAN SERVICES
Print Name of Requesting Agency

MARCH 9, 2022
Date Signed

Check the appropriate box:

- [X] Employee
- [ ] Student
- [ ] Subcontractor
- [ ] Volunteer
- [ ] Other _____ Explain

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: CDSS to HHSA MOU 2017-2022 Res. 2022-172 (RES-2022-489 : Agreement with California Department of Social Services for EDD

Employment Development Department
State of California

EDD Agreement No.
CDSS Agreement No. XX-XXXX
CDSS/County Mariposa
EDD Customer Code: E00096, E00097
Exhibit E – Attachment 2
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT
INDEMNITY AGREEMENT

In consideration of access to EDD information which is personal, sensitive, or confidential,

Joseph F Lynch
(Enter name of Chief Financial Officer or authorized Management Representative)

agrees to indemnify EDD against any and all liability costs, damages, attorney fees, and other expenses EDD may incur by reason of or as a result of any unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Statement" by any and all employees of:

Mariposa County Health and Human Services Agency
(Enter Requesting Agency/Entity Name)

This obligation shall be continuous and may not be changed or modified unless agreed to in writing.

In addition, I understand that the following penalties may be incurred for any such misuse of EDD Information:

1. Any individual who has access to returns, reports, or documents maintained by EDD who fails to protect the confidential information from being published or open to the public may be punished by imprisonment in the county jail for up to one year or a fine of $20,000.00 or both. (Unemployment Insurance Code 2111 and 2122).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (Civil Code 1798.53).
3. Any unauthorized access to EDD computer data, computer systems, or unauthorized use of EDD data is punishable by a fine or imprisonment in the county jail or both. (Penal Code 502).

I certify that I have read, understand, and agree with the above terms.

SIGNED BY REQUESTING ENTITY REPRESENTATIVE

LYNCH, JOSEPH, F
Print Full Name (last, first, MI)

Signature

ACTING HEALTH AND HUMAN SERVICES DIRECTOR
MARIPOSA COUNTY Print Title

March 9, 2022
Date Signed

HEALTH AND HUMAN SERVICES AGENCY
Print Name of Requesting Entity

COUNTY OF MARIPOSA
Enter Name Governmental Sponsor/Entity

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: CDSS to HHSA MOU 2017-2022 Res. 2022-172 (RES-2022-489 : Agreement with California Department of Social Services for EDD

Employment Development Department
State of California

EDD Agreement No.
CDSS Agreement No. XX-XXXX
CDSS/County XXXXX
EDD Customer Code: E00096, E00097
Exhibit E – Attachment 3
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT
STATEMENT OF RESPONSIBILITY
INFORMATION SECURITY CERTIFICATION

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

We, Michael Cornwell, the Information Security Officer and Joseph Lynch, Program Director or Chief Information Officer, and Contracts hereby certify that the County of Mariposa has in place the safeguards and security requirements stated in this Standard Agreement. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in Exhibit "D" of EDD Contract No. 17-2031.

IINFORMATION SECURITY OFFICER SIGNATURE	PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE
Michael Cornwell	Joseph Lynch
PRINT NAME OF INFORMATION SECURITY OFFICER	PRINT NAME
Deputy Director of Administrative Services	ACTING HEALTH & HUMAN SERVICES DIRECTOR
PRINT TITLE	PRINT TITLE
209-742-0923	209-742-0892
TELEPHONE NUMBER	TELEPHONE NUMBER
mcornwell@mariposacounty.org	JLYNCH@MARIPOSACOUNTY.ORG
E-MAIL ADDRESS	E-MAIL ADDRESS
3/11/2022	3/9/2022
DATE SIGNED	DATE SIGNED

NOTE: *Return this Information Security Certification to the EDD Contract Manager with the signed copies of the Contract.*

FOR EDD USE ONLY

1. Information Security Certification received by:

EDD CONTRACT MANAGER NAME	DATE RECEIVED

2. EDD information asset access approved by:

CONTRACT MANAGER OR DISCLOSURE COORDINATOR	DATE APPROVED (AFF, EMAIL, ETC.)

NOTE: *EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to the Requester Agency*

Attachment: CDSS to HHSA MOU 2017-2022 Res. 2022-172 (RES-2022-489 : Agreement with California Department of Social Services for EDD

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (Rev 06/03)

EDD AGREEMENT NUMBER	EDD CUSTOMER CODE E00096/E00097
M8106046	PROJECT/ACTIVITY CODE 661/090
REGISTRATION NUMBER	REQUESTER AGREEMENT NUMBER
	17-2031

1. This Agreement is entered into between the Agency and the State of California Contractor named below
   REQUESTER AGENCY NAME
   California Department of Social Services (CDSS)
   STATE OF CALIFORNIA—CONTRACTOR'S NAME
   Employment Development Department (EDD)
2. The term of this Agreement is: July 1, 2017 through June 30, 2022
3. The maximum amount of this Agreement is: $199,186.91 (One Hundred Ninety-Nine Thousand One Hundred Eighty-Six Dollars and Ninety-One Cents)
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A	Scope of Work	2	Pages
Attachment No. A-1	Specifications	4	Pages
Attachment No. A-2	CDSS Project List	4	Pages
Exhibit B	Budget Detail and Payment Provisions	4	Pages
Exhibit C*	General Terms and Conditions	GIA 610	
Exhibit D	Protection of Confidentiality	3	Pages
☒ Attachment D1	Confidentiality Agreement	1	Page
☒ Attachment D3	Statement of Responsibility	1	Page
Exhibit E	Special Terms and Conditions (Attached as part of this Agreement)	2	Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
These documents can be viewed at: www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

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

STATE OF CALIFORNIA CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
Employment Development Department

BY (Authorized Signature) Melanie Meeks — DATE SIGNED (Do not type) 10/12/17

PRINTED NAME AND TITLE OF PERSON SIGNING
Melanie Meeks, Chief, Office of Procurement, Contracting & Administration

ADDRESS
722 Capitol Mall, MIC 62-C, Sacramento, CA 95814

AGENCY

AGENCY NAME
California Department of Social Services

BY (Authorized Signature) Deborah Pearce — DATE SIGNED (Do not type) 10-17-17

PRINTED NAME AND TITLE OF PERSON SIGNING
Deborah Pearce, Chief, Contracts and Procurement Bureau

ADDRESS
744 P Street, M.S. 8-14-747, Sacramento, CA 95814

California Department of General Services Use Only

☒ Exempt per SCM Vol 1 4.04 A.5

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

EDD Agreement No. M81(
CDSS Agreement No. 17-2031
EDD/CDSS
Customer Codes: E00096/E00097

EXHIBIT A
(Interagency Agreement)

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD and the California Department of Social Services, hereinafter referred to as the CDSS. It sets forth the terms and conditions for the release of EDD confidential data to the CDSS.

SCOPE OF WORK

I. Purpose

The EDD agrees to provide the CDSS with confidential EDD information of wage and unemployment insurance (UI) benefit payment history as specified in this Agreement. The CDSS agrees to use the confidential information provided by the EDD under this Agreement to create aggregate or summary level frequency distributions, tables and complex statistical analyses. This output is used primarily for internal research, budgetdevelopment, performance monitoring, and program evaluations. The CDSS will also use this output for special, mandated evaluation projects where the CDSS contracts an evaluator as described in Attachment A2 Project List.

The EDD agrees that the confidential information provided to the CDSS may be disclosed to the approved CDSS project evaluators listed on Attachment A-2 Project List. Future subcontracted projects must be evaluated and approved by the EDD before any disclosures of EDD confidential data can take place.

II. Legal Authority

The EDD provides confidential wage and UI claim, information to the CDSS pursuant to Section 1095(ai) of the California Unemployment Insurance Code (CUIC).

The CDSS shall request and use the EDD's confidential information for the sole purpose of conducting internal research, budget development, performance monitoring and program evaluation pursuant to the statutory authorities listed in Attachment A-2 Project List: Sections 10533, 10540.5, 10541, 10606.1, 10609.4, 10850, 11322.63, 11525, 15204.6 of the Welfare and Institutions Code, and Section 1095(ai) of the CUIC, and Sections of 7 United States Code (USC) 2020(e)(16) and (17), 42 USC Section 611, 42 USC Section 677 of the Social Security Act.

III. Contract Representatives

1. The EDD's contact persons are:

CONTRACT NEGOTIATIONS, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE

Maureen Lentz Martin or Designee
Information Security Office
Employment Development Department
P.O. Box 826880, MIC 33
Sacramento, CA 94280-0001

Phone: (916) 654-8261
Fax: (916) 654-8272
Email: Maureen.Lentz@edd.ca.gov

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT A
(Interagency Agreement)

FISCAL

Erlinda Matienzo or designee
Employment Development Department
Accounts Receivable Unit, MIC 70
P.O. Box 826880
Sacramento, CA 94280-0001

Phone: (916) 653-4227
Email: Erlinda.Matienzo@edd.ca.gov

2. The CDSS's contact persons are:

CONTRACT NEGOTIATIONS AND ADMINISTRATION

Brittney Gossard
California Department of Social Services
Fiscal Forecasting & Policy Branch
744 P Street, M.S. 8-14-90
Sacramento, CA 95814

Phone: (916) 654-1208
Email: Brittney.Gossard@dss.ca.gov

INVOICING AND TECHNICAL ASSISTANCE

Victor Simon
California Department of Social Services
Fiscal Forecasting & Policy Branch
744 P Street, M.S. 8-14-90
Sacramento, CA 95814

Phone: (916) 653-1168
Email: Victor.Simon@dss.ca.gov

Either party may make changes to the Contract Representatives information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-1
(Interagency Agreement)

SPECIFICATIONS

I. METHODOLOGY

1. The CDSS submits to the EDD, via disk, the social security numbers of individuals specified in this Agreement under customer codes **E00096** and **E00097**.
2. On matching records the EDD produces and delivers, via disk, the abstract reports authorized under this Agreement.
3. On a quarterly basis the EDD invoices the CDSS for all SSN transactions searched.

II. RESPONSIBILITIES

1. EDD Agrees to:

a. Provide the CDSS with a copy of *Abstract System Customer Instruction Packet.*

b. Provide a file name for CDSS to copy all their input requests into. File will contain all input requests (SSNs) formatted to the EDD specifications in the *Abstract System Customer Instruction Packet.*

c. Make use of the Generation Data Set (GDS) set up by the CDSS Resource Access Control Facility (RACF) at the Office of Technology Services (OTech):

1. **EMBP.ABS.ABS990.ABS.REQUESTS.E00096** (Current and Archive Wages)
2. **EMBP.ABS.ABS990.ABS.REQUESTS.E00097** (Current and Archive UI Data)

d. Schedule a search match of the Social Security Numbers (SSN) from the input file provided by CDSS with the EDD data files. On positive matches the EDD will provide the following EDD Abstract data files:

1. Current Unemployment Insurance Payment History
2. Archive Unemployment Insurance Payment History (2-4 years)
3. Archive Unemployment Insurance Payment History (4+ years)
4. Current Wage Abstract
5. Archive Wage Abstract

e. Place the "output" Abstract System files, formatted to the EDD specifications in two (2) disk data sets at OTech with the following Data Set Names (DSNs):

1. **BPEM.ABS.ABS201.ABSTRAC.X200.E00097** (Current and Archive UI Data)
2. **BPEM.ABS.ABS953.ABSTRAC.X089.E00096** (Current and Archive Wage Data)

f. To monitor and determine status of the data and to ensure that the terms, conditions, and disclosure constraints stipulated in this agreement are followed. This compliance review is part of the EDD contract monitoring process.

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-1
(Interagency Agreement)

g. Protect the information provided by CDSS as confidential information and will adhere to the security and confidentiality provisions outlined in Exhibit D–Protection of Confidentiality Provisions, attached hereto and made part of the Agreement for the protection of that information. The EDD will instruct all the EDD personnel assigned to work with the information provided by CDSS that this information is considered confidential information and is to be treated in the same manner as the EDD confidential material. The EDD will ensure that all the EDD personnel assigned to work with the information provided by CDSS have signed the EDD Confidentiality Statement (Attachment D1.) EDD acknowledges that the names of social services clients and applicants are confidential per Welfare and Institutions Code section 10850 and will be secured in accordance with the California State Administrative Manual (state policy) requirements.

h. Review and respond to future CDSS research, demonstration, or program evaluation project approval requests within 30 days.

2. The CDSS Agrees to:

a. Request only the EDD information specifically authorized under this Agreement. Requests will be made on an as needed basis.

b. Submit only the social security numbers of individuals who are identified as current and/or former public assistance and program recipients (CalWORKs, CalFresh, or Medi-Cal) authorized under this Agreement.

c. The CDSS will submit social security numbers under the EDD Customer Codes: **E00096** and **E00097** formatted to the system specifications listed in the Abstract System Customer Instruction Packet with the DSNs:

1. **EMBP.ABS.ABS990.ABS.REQUESTS.E00096** (Current and Archive Wages)
2. **EMBP.ABS.ABS990.ABS.REQUESTS.E00097** (Current and Archive UI Data)
3. ***Add DSN for Employer Data here**

d. Format all requests (SSNs) to the EDD specifications in the *Abstract System Customer Instruction Packet.*

e. Provide the EDD all Abstract input requests (SSNs) for the limited purpose of allowing the EDD to match the SSNs with the EDD data files to provide CDSS wage and UI information. The CDSS information may not be otherwise used or further disclosed by EDD.

f. Pick up all Abstract output information from the two (2) disk data sets at OTech with the following Data Set Names (DSNs):

1. **BPEM.ABS.ABS201.ABSTRAC.X200.E00097** (Current and Archive UI Data)
2. **BPEM.ABS.ABS953.ABSTRAC.X089.E00096** (Current and Archive Wage Data)

g. Use the specified ABS data files only for the purpose of creating aggregate or summary level frequency distributions, tables and complex statistical analyses for internal research, budget development, performance monitoring, and program evaluation. CDSS will also use this output for special, mandated, evaluation projects where CDSS contracts an evaluator as described in Attachment A-2 Project List.

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-1
(Interagency Agreement)

h. Comply with EDD's Data Minimization and Retention Standard (DM3) when preparing any non-confidential, aggregated, and statistical form data files or publications for public access containing EDD data.

   i. EDD has reviewed and approved CDSS standard publications with high level aggregation of EDD data. Any updates to those standard CDSS publications will not need to be resubmitted to EDD for future review and approval.

   ii. EDD agrees that any CDSS publication of EDD aggregate data that includes 100 respondents or more shall not require prior review and approval. Any CDSS publication based upon fewer than 100 respondents shall be submitted to EDD for review and approval no later than 30 days prior to publication.

i. Not disclose any individually identifiable EDD information to any person or agency other than those authorized specifically under this Agreement. Future CDSS Research, Demonstration, Program Evaluation projects must be evaluated and approved by EDD before any data can be requested or redisclosed under this Agreement. The approval request for any new projects must include:
   1) Project purpose and statutory authority;
   2) A full description of how data will be used and distributed;
   3) Name of all public and/or private contractors and/or subcontractors that will receive EDD information;
   4) An executed copy(ies) of the CDSS Contractor and/or subcontractor contract.

j. Ensure that all contracts established with other private and/or public contractors and/or subcontractors with access to the EDD confidential information disclosed under this Agreement include all EDD confidentiality provisions specified herein.

k. Instruct all CDSS and contractor/subcontractor staff with access to the information provided by the EDD under this Agreement regarding the: (1) the confidential nature of the information; (2) the requirements of this Agreement; (3) the need to adhere to the security and confidentiality provisions outlined in Exhibit D – Protection of Confidentiality Provisions; and (4) the sanctions and penalties against unauthorized use or disclosure found in the California Unemployment Insurance Code (CUIC) Sections 1094 and 2111, the California Civil Code Section 1798.55, and the California Penal Code Section 502.

l. Oversee CDSS and contractor/subcontractor staff in their use of confidential information received from EDD.

m. Ensure that all the CDSS personnel assigned to work with the information provided by EDD have signed the EDD Confidentiality Statement (Attachment D1. Rev 04/11/10).

n. Adhere to security and confidentiality provisions outlined in Exhibit D, Interagency Agreement (security provisions), attached hereto and made part of the Agreement for the protection of any information exchanged between CDSS and EDD.

o. Comply with the CUIC on any matters pertaining to the access, use, and/or release of data under this agreement. Failure to comply with this provision shall be deemed a breach of this agreement and shall be grounds for cancellation of this agreement.

p. CDSS shall not release the EDD's confidential information to any entity which is a private collection agency (CUIC, §1095(u)).

q. Cooperate with the EDD's authority to monitor this Agreement in accordance with Exhibit D, paragraph II.(e) and (f).

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-1
(Interagency Agreement)

r. Comply with Title 20, Code of Federal Regulations, Section 603.7 with respect to any EDD confidential information.

s. ***Pursuant to federal law, if CDSS fails to comply with any provision of this Agreement, including timely payment of the EDD's costs under this Agreement, this Agreement shall be suspended and no further disclosures will be made until the EDD is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, this Agreement will be cancelled and the DSS shall surrender to the EDD all confidential information obtained under this Agreement which has not been previously returned to EDD, and any other information relevant to the Agreement. 20 C.F.R. Part 603.10(c)(1).***

3. Joint Responsibilities:

a. Designate staff to have primary responsibility for program liaison, coordination of activities, and to meet, when necessary, to further redefine specific program procedures.

b. Not disclose any EDD or CDSS information to any person or agency other than those authorize specifically under this Agreement.

c. To cooperate fully and furnish such assistance as may be mutually agreed upon by the parties hereto as being necessary and appropriate for proper performance of this Agreement.

4. Disputes:

a. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days) by the EDD and CDSS employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

III. ACCURACY ASSESSMENT

Individual employers and claimants report the information in the EDD's files. Since the EDD is not the originator of the information disclosed, the EDD cannot guarantee the accuracy of the information.

IV. TERMINATION CLAUSE

This Agreement may be terminated by either party by giving written notice 30 days prior to the effective date of such termination.

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-2
(Interagency Agreement)

California Department of Social Services (CDSS)
Projects Requiring Employment Development Department (EDD) Data Sharing

Current Projects/Reports

Project/Report	Description/Purpose for Use of EDD Data	Statutory Authority/ Reference to Use Data	Data Used	Internal Use or Re-disclosure	Timeline
CalWORKs Adult Recipient Earnings by Quarter	Measure overall employment success of adult recipients by county and statewide. Tracks employment statistics over time and the effects of CalWORKs program implementation as required by public law 104-193 (Federal TANF legislation) and WIC 10540.5. Public reports contain only aggregated statistical wage data.	W&IC § 10540.5 W&IC § 10541 W&IC § 11525 42 USC § 611 W&IC § 10606.1	EDD Base Wage file, integrated into MEDS	Internal use and public summary reports assist CDSS, Counties, and program stakeholders with program evaluation and labor market analysis.	1996 - ongoing
Budget Development	Analyze and estimate impact of legislation and budget proposals for CDSS Exec Staff, Dept of Finance, Governor's Office, and California Legislature. Includes poverty research and analysis of recipient income and earnings. Aggregated statistics may be made public during budget development process.	W&IC § 10850	EDD Base Wage File UI Payments Files	Internal Use – policy development and analysis of fiscal impact. Aggregate statistics may be made public to legislature and external stakeholders during budget development process.	Ongoing

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-2
(Interagency Agreement)

Project/Report	Description/Purpose for Use of EDD Data	Statutory Authority/ Reference to Use Data	Data Used	Internal Use or Re-disclosure	Timeline
Semi-Annual and Annual CalWORKs reporting changes	Estimate the budget impact of reporting requirement changes, including number of recipients with earnings above the income reporting threshold.	W&IC § 10540.5 W&IC § 10541 W&IC § 11525 42 USC § 611	EDD Base Wage File	Internal Use – policy development and analysis of fiscal impact	Ongoing
Pay-For-Performance Measures #1 and #3	Increase CalWORKS federal work participation rate; increase investment by counties in pathways to employment.	W&IC § 15204.6 42 USC § 611	EDD Base Wage File	Internal Use – program oversight	2006 - ongoing
County Welfare Departments – Evaluate Employment Programs' Effectiveness	Track base wage earnings and UI/DI benefits of TANF/CalWORKs, CalFresh Employment & Training, and General Relief/General Assistance program clients to measure: labor market participation, total earnings and number of clients with earned income, employment continuity over time, program outcomes across specific socioeconomic groups (for the purpose of determining employment outcomes connected with welfare-to-work activity).	W&IC § 10540.5, 10541, 10850-10851, 11520-11521.7	EDD Base Wage File UI/DI Unemployment and Disability files.	Internal Use and Redisclosure: CDSS contracts with Los Angeles County, Monterey County, San Francisco County, Santa Cruz County, and Solano County to measure the effectiveness of Welfare-to-Work and Employment Services	2014 - Ongoing

ATTACHMENT A-2
(Interagency Agreement)

Project/Report	Description	Statutory Authority/Reference	Data Used	Internal Use or Re-disclosure	Timeline
California Child Welfare Indicators Project /California Children's Services Archive	Ongoing analysis to determine employment outcomes for youth exiting from Foster Care by tracking base wage earnings over time. Any public reports by CDSS contain only aggregated statistical data.	W&IC § 10609.4 W&IC § 11525	EDD Base Wage File	Redisclosure: CDSS contracts with UC Berkeley (CCWIP/Children's Services Archive) to meet legislative reporting requirements of Welfare and Institutions code section 10609.4.	2004 - ongoing
Extended Foster Care Exit Outcomes (AB 12)	Report on Extended Foster Care Exit Outcomes under AB 12 to assist CDSS and counties in program evaluation. Public reports contain only aggregated statistical data.	W&IC § 10609.4 W&IC § 11525 42 USC § 677	EDD Base Wage file	Internal Use and Redisclosure: CDSS contracted with UC Berkeley and the University of Chicago to meet legislative reporting requirements of AB 12 (Chapter 559, Statutes of 2010)	2011-ongoing
SB 1041 Evaluation of CalWORKs Policy Changes and Program Redesign	Mandatory evaluation of CalWORKs work participation and outcomes under SB 1041, tracking employment outcomes (base wage earnings) over time for specific program changes. Outcomes will be measured by increase in employment and earnings. Any public reports by CDSS contain only aggregated statistical data.	W&IC § 10540.5 W&IC § 10541 W&IC § 15204.6 42 USC § 611 W&IC § 11525	EDD Base Wage File, UI Payments File	Redisclosure: CDSS contracts with RAND Corporation and its subcontracts to meet legislative reporting requirements of SB 1041 (Ch. 47, Statutes of 2012).	2013 to 2017

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-2
(Interagency Agreement)

Project/Report	Description	Statutory Authority/Reference	Data Used	Internal Use or Re-disclosure	Timeline
Fresno SNAP Employment &Training (E&T) Pilot Project	Evaluate the short-term and long-term impact of the SNAP E&T Pilot project on the employment rates and earnings of the Fresno sample members, as well as an analysis of the types of employers and industries that members are employed by.	UIC Section 1095(ai) Agriculture Act of 2015 (P.L. 113-79, Section 4022)	UI Data Employer Data	CDSS is contracting with Mathematica and its subcontractors to meet the FNS evaluation requirements.	2016 to 2021
CalFresh E&T Federal Reporting Measures	CDSS is federally mandated to report outcome data to monitor the effectiveness of the CalFresh E&T programs annually. To meet the reporting requirements, CDSS will match CalFresh E&T participant and former participant data provided by counties to wage data.	Section 4022(a)(2) of the Agricultural Act of 2014	EDD Base Wage File	Internal Use. Re-disclosure will only be in aggregate format to the federal government.	2017 - ongoing
SSI recipients	Income sources and amount	W&IC § 10606.1	EDD Base Wage File	Internal – program evaluation	2013 - ongoing
IHSS Providers	Wage data for Budget impact	W&IC § 10850	EDD Base Wage File	Internal – program evaluation	2013 - ongoing

EXHIBIT B
(Interagency Agreement)

I. BUDGET DETAILS AND PAYMENT PROVISIONS

a. The maximum amount of this Agreement shall not exceed One Hundred Ninety-Nine Thousand One Hundred Eighty-Six Dollars and Ninety-One Cents ($199,186.91).

b. In consideration of the performance and completion of the foregoing in a satisfactory manner, and upon receipt of a detailed invoice, in triplicate, quarterly in arrears, the CDSS shall reimburse the EDD the total amount due, based on the following product rate structure plus administrative costs for contracting:

- The administrative costs for contracting include the costs for development, processing, and maintenance of a contract, which averages $1,500 per contract. Your agreement will be charged an administrative cost of $75.00 per quarter for a 5-year agreement. These costs are computed in accordance with Sections 8752 and 8752.1 of the State Administrative Manual. Nothing herein contained shall preclude advance payments, pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California; and
- The following rate chart will apply for the mass media Abstract process:

If the number of requests per product type, per quarter is:	Then the cost for **Current Data** per requested products shall be:	Then the cost for **Archive Data** per requested products shall be:
1 – 250	$.50101	$1.00202
251 – 2,000	.12621	.25242
2,001 – 10,000	.02163	.04326
10,001 – 250,000	.00510	.0102
250,001 – 1 Million	.00146	.00146
More than 1 Million	.00121	.00121

c. The CDSS shall be charged for the total number of products requested. Each SSN submitted may generate 1 to 11 products, depending on the types of ABS reports requested.

d. The maximum amount of this Agreement has been computed based on a total of an estimated 828,727 SSNs for UI Abstracts and 5.64 million SSNs for Wage Abstracts, per quarter, as follows:

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B
(Interagency Agreement)

EDD ABSTRACT	FORMULA		COST
UI Claim History - Current	1 product	828,727 x .00121 x 20Q	$20,055.19
Archive UI Claim History (2-4 years)	1 product	828,727 x .00121 x 20Q	$20,055.19
Archive UI Claim History (Over 4 years)	1 product	828,727 x .00121 x 20Q	$20,055.19
Archive Wages	7 products	6,100 x .00121 x 20Q	$1,033.34
Current Wages	1 product	5,640,000 x .00121 x 20Q	$136,488.00
Administrative Fees			$1,500.00
Total for 5-year contract			**$199,186.91**

e. The EDD Invoices will reference the EDD Agreement No. **M8106046**, the CDSS Agreement No. **17-2031** and the EDD customer codes **E00096 and E00097**; and shall be submitted for payment to:

California Department of Social Services
Fiscal Forecasting & Policy Branch
744 P Street, M.S. 8-14-90
Sacramento, CA 95814
ATTN: Victor Simon

f. The CDSS payment must reference the EDD Invoice Number, the EDD Agreement number **M8106046**, and the EDD customer codes **E00096** and **E00097**; and be submitted to:

Employment Development Department
Accounting Section, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

Pursuant to Office of Management and Budget (OMB) Circular A-133, the Contractor shall provide the s recipients with the Catalog of Federal Domestic Assistance (CFDA) Number and Program Title. Invoice shall also include the following CFDA Number and Program Title:

CFDA Number: 93.658
CFDA Program Title: Foster Care -- Title IV-E

CFDA Number: 93.558
CFDA Program Title: Temporary Assistance for Needy Families (TANF)

CFDA Number: 10.561
CFDA Program Title: State Administrative Matching Grants for the Supplemental Nutrition Assistance Program

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

g. Payment will be made in accordance with, and within the time specified in, Title 1, Division 3.6, Part 3, Chapter 4.5 of the Government Code.

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B

(Interagency Agreement)

h. Upon execution of the agreement, the EDD may email FARBContract504@dss.ca.gov to obtain appropriation information. If payment has not been received for a non-disputed invoice within 60 days of the invoice date, the EDD, in accordance with Government Code Section 11255, will provide the department with a 30-day notification via the Non-Payment email box at FARBContract504@dss.ca.gov of its intent to initiate a Transaction Request with the State Controller's Office to transfer funds from the department to the EDD. No funds will be authorized for transfer without 30-day notification to FARBContract504@dss.ca.gov.

i. Nothing herein contained shall preclude advance payments, pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

II. STATE BUDGET CONTINGENCY CLAUSE

a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to CDSS, or offer an agreement amendment to Contractor to reflect the reduced amount.

III. FOR CONTRACTS WITH FEDERAL FUNDS

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

b. This Agreement is valid and enforceable only if sufficient funds are made available to the CDSS by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. The CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

IV. REVIEWS

Each party reserves the right to review service levels and billing procedures as these impact charges against this Agreement.

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B
(Interagency Agreement)

V. FINAL BILLING

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT D
(Interagency Agreement)

PROTECTION OF CONFIDENTIALITY

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) and the California Department of Social Services (CDSS) information provided under this Agreement as confidential. The federal and state laws prohibit disclosure of the EDD's and the CDSS' confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

Both, the EDD and the CDSS must therefore, agree to the following security and confidentiality requirements:

I. ADMINISTRATIVE SAFEGUARDS

a. Adopt policies and procedures to ensure use of the EDD's and the CDSS' confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of Title 20, Code of Federal Regulations §603.10 and Welfare and Institutions Code §10850.

b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.

c. Warrant and certify that in the performance of this Agreement, the EDD and the CDSS will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:

- **California Unemployment Insurance Code §1094** (Disclosure Prohibitions)
- **Title 20, Code of Federal Regulations §603.9 and §603.10** (Federal Unemployment Compensation Safeguards and Security Requirements)
- **California Civil Code §1798, et seq**. (Information Practices Act)
- **California Penal Code §502** (Computer Fraud Act)
- **Title 5, U.S. Code §552a** (Federal Privacy Act Disclosure Restrictions)
- **Title 42, U.S. Code §503** (Social Security Act)
- **Title 18, U.S. Code §1905** (Disclosure of Confidential Information)
- **California Welfare and Institutions Code §10850** (Records)

d. Except for state agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Agreement information security requirements.

e. Protect the EDD's and the CDSS' information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.

f. Keep all the EDD's and the CDSS' confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis, and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT D
(Interagency Agreement)

g. Notify the EDD Help Desk (ISO) at (916) 654-1010 and/or the CDSS ISO at (916) 651-5558, immediately upon discovery, that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The notification shall be by phone and email. **It is not sufficient to simply leave a message**. The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identify responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to InformationSecurityOffice@edd.ca.gov and/or ISO@dss.ca.gov.

II. MANAGEMENT SAFEGUARDS

a. Acknowledge that the confidential information obtained by the EDD and the CDSS under this Agreement remains the property of the original owner, the EDD and the CDSS respectively.

b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:

- Confidential nature of the EDD and the CDSS information.
- Requirements of this Agreement.
- Sanctions specified in federal and state unemployment compensation laws, Welfare and Institutions Code §10850, and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD and the CDSS.

c. Require that all personnel assigned to work with the information provided by the EDD and the CDSS complete the EDD Confidentiality Agreement (Attachment D1).

d. Return the following completed documents to the EDD Contract Services Group:

- EDD Indemnity Agreement (Attachment D2): Required to be completed by the Chief Financial Officer or authorized Management Representative, unless the requester is a State Agency.
- EDD Statement of Responsibility Information Security Certification (Attachment D3): Required to be completed by the Information Security Officer or authorized Management Representative.

e. Permit the EDD and the CDSS to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD and the CDSS staff, on request and during on-site reviews, copies of the EDD Confidentiality Agreement (Attachment D1) completed by personnel assigned to work with the EDD's and the CDSS' confidential information, and hereby made a part of this Agreement.

f. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (e) of this part. Permit the EDD and the CDSS to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to Social Security Act §1137(a)(5)(B).

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

a. Use the EDD's and the CDSS' confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under Section 1094(b) of the California Unemployment Insurance Code (CUIC). §1095(u) of the CUIC does not authorize the use of the EDD's confidential information by any private collection agency.

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT D
(Interagency Agreement)

b. Extraction or use of the EDD and the CDSS information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.

c. Disclosure of any of the EDD and the CDSS information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the EDD's and the CDSS' confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Agreement except as authorized or required by law.

IV. PHYSICAL SAFEGUARDS

a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.

b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Agreement.

c. Store all the EDD's and the CDSS' confidential documents in a physically secure manner at all times to prevent unauthorized access.

d. Store the EDD's and the CDSS' confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The EDD and the CDSS shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.

e. Store the EDD's and the CDSS' confidential data in encrypted format when recorded on removable electronic storage media, or on mobile computing devices such as a laptop computer.

f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to the EDD's and the CDSS' data, based on job function.

g. Direct all personnel permitted to use the EDD's and the CDSS' data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD's and the CDSS' data is not left unattended in printers where unauthorized personnel may access them.

h. Dispose of confidential information obtained from the EDD and the CDSS, and any copies thereof made by the EDD and/or the CDSS, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD and the CDSS or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

Employment Development Department
State of California

EDD Agreement No. M8106
CDSS Agreement No. 17-2031
EDD/CDSS
EDD Customer Code No. E00096/E00097
ATTACHMENT D1

EMPLOYMENT DEVELOPMENT DEPARTMENT

CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

VICTOR SIMON (PRINT YOUR NAME) an employee of California Department of Social Services (PRINT YOUR EMPLOYER'S NAME)

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the California Unemployment Insurance Code (UIC) §§1094 and 2111, the California Civil Code (CC) §1798 et seq., the California Penal Code (PC) §502, Title 5, USC §552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC §1905.

INITIAL acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

INITIAL acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of the EDD's data.

INITIAL acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.

INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

INITIAL acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

INITIAL agree to protect the following types of the EDD confidential and sensitive information:

- Wage Information
- Employer Information
- Claimant Information
- Tax Payer Information
- Applicant Information
- Proprietary Information
- Operational Information (manuals, guidelines, procedures)

INITIAL hereby agree to protect the EDD's information on either paper or electronic form by:

- Accessing or using the EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

VICTOR SIMON
Print Full Name (last, first, MI)

California Department of Social Services
Print Name of Requesting Agency

Signature

10/18/2017
Date Signed

Check the appropriate box:

- [x] Employee
- [ ] Student
- [ ] Subcontractor
- [ ] Volunteer
- [ ] Other

Explain

Attachment D1 [Rev 051414]

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

Employment Development Department
State of California

EDD Agreement No. M8106046
CDSS Agreement No. 17-2031
EDD/CDSS
EDD Customer Code No. E00096/E00097
ATTACHMENT D3

EMPLOYMENT DEVELOPMENT DEPARTMENT
STATEMENT OF RESPONSIBILITY

INFORMATION SECURITY CERTIFICATION

We, the Information Security Officer and the Chief of the Financial Management and Contracts Branch, hereby certify that the California Department of Social Services has in place the safeguards and security requirements stated in this Interagency Agreement. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in Exhibit "D" of the EDD Agreement No. ~~<Enter the EDD Contract Number>~~ M8106046.

IINFORMATION SECURITY OFFICER SIGNATURE	PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE
Lloyd Indig	VICTOR SIMON
PRINT NAME OF INFORMATION SECUIRTY OFFICER	PRINT NAME
Information Security Officer	RESEARCH PROGRAM SPECIALIST
PRINT TITLE	PRINT TITLE
(916) 651-5558	916 653-1168
TELEPHONE NUMBER	TELEPHONE NUMBER
Lloyd.Indig@dss.ca.gov	VICTOR.SIMON@DSS.CA.GOV
E-MAIL ADDRESS	E-MAIL ADDRESS
9.21.17	10/18/2017
DATE SIGNED	DATE SIGNED

NOTE: *Return this Information Security Certification to the EDD Contract Manager with the signed copies of the Contract.*

FOR THE EDD USE ONLY

1. Information Security Certification received by:

EDD CONTRACT MANAGER NAME	DATE RECEIVED

2. The EDD information asset access approved by:

CONTRACT MANAGER OR DISCLOSURE COORDINATOR	DATE APPROVED (AFF, EMAIL, ETC.)

NOTE: *The EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to the California Department of Social Services.*

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT E
(Interagency Agreement)

SPECIAL TERMS AND CONDITIONS

A. Termination Without Cause

This Agreement may be terminated without cause by either party upon 30 days written notice to the other party.

B. Debarment and Suspension

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

C. Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements and Contracts Exceeding $100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of $100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
   b. If 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 Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
   c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than $10,000 and not more than $100,000 for each such failure.

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT E
(Interagency Agreement)

D. A-133 Audit

Pursuant to Office of Management and Budget (OMB) Circular A-133 §.200 "Audit Requirements", non-federal entities that expend $500,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB §.320 "Report Submission" and a copy shall be forwarded to CDSS.

E. Indirect Costs/Administrative Overhead

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first $25,000 of each subcontract. Any subcontractor receiving $25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

Attachment: EDD 17-2031.Executed (RES-2022-489 : Agreement with California Department of Social Services for EDD Information)

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-490

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Consultant Contract for Gateway Enhancement Elements

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Atlas Lab, Inc. to Produce the Gateway Enhancement Elements in an Amount Not to Exceed $150,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In January 2022, Caltrans District 10 applied for funding from a state-only pool of grant money to support community design and construction of gateway elements on state rights-of-way in the Town of Mariposa. That grant application, which staff contributed to, was funded in March 2022.

In June 2022, RES 2022-350 approved the final cooperative agreement with Caltrans, which was needed to accept the portion of these grant funds that are earmarked for gateway elements. That funding, $850,000 ($700,000 for construction and $150,000 for consultant services), will be used to install gateway elements, such as public art, signage, and other similar features, on the Caltrans right-of-way in the Town of Mariposa.

These elements will be the subject of an extensive community engagement process throughout the fall/winter of 2022, whereby the community would comment on and select from a variety of conceptual alternatives that explore different components of local sense of place, such as native plants, animals, human history, and/or a combination of these and other topics. In addition to significant participation from the wider community, the project would be driven by the County's Creative Placemaking Strategy Advisory Committee, which will be instrumental in developing and implementing the larger community engagement program.

The project is a direct implementation of several important community planning and design initiatives, especially the Creative Placemaking Strategy and Economic Vitality Strategy. Indeed, the project builds on both the recommendations and preliminary community design work that facilitated the Creative Placemaking Strategy's interactive, art-driven community planning process. As such, staff recommends pursuing a sole source procurement pathway to hire Atlas Lab, the contractor who led the Creative Placemaking Strategy work, to lead the planning, design, and

implementation of the proposed effort.

Under this arrangement, Atlas Lab and their subcontractors would conduct the community design, outreach, design development, and construction administration work (including providing a resident engineer), while construction and fabrication tasks would be completed by a general contractor selected through a public bidding process. The general contractor responsible for implementing the work would be contracted to the County, and managed/overseen by Atlas Lab in their capacity construction contract administrator.

Note that the Caltrans grant funding also supports the installation of at least two murals on privately owned property in the Town of Mariposa that relate to the themes, materials, and other aesthetic qualities of the gateway elements. However, the murals will be subject to a separate agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
RES 2022-350: Rescind Resolution 2022-219; Approve the Final Cooperative Agreement with Caltrans for the Mariposa Gateway Enhancement Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action will result in significant delays to this project.

FINANCIAL IMPACT:
No fiscal impact to the County General Fund as expenses incurred will be paid from grant funds. The budget action for this is included in Board Item 13259.

ATTACHMENTS:
220804 Professional Services Agreement (DOC)
220804 Sole Source Memo (DOCX)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

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.AGREEMENT FOR GATEWAY ENHANCEMENTS

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of August, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Atlas Lab, Inc. ("Designer"), a landscape architecture, urban design and public art practice, pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or 4/25/2024, whichever is earlier.

2. SERVICES

Designer shall perform gateway enhancement design as described in Exhibit A, "Scope of Work + Cost Proposal," which is attached hereto and incorporated herein by reference. Designer shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Designer shall be compensated for services performed in an amount not to exceed $150,000 as set forth in Exhibit A, "Scope of Work + Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Designer within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Designer shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

Designer 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 Designer, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: 220804 Professional Services Agreement (RES-2022-490 : Consultant Contract for Gateway Enhancement Elements)

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 Designer 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 Designer's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

Attachment: 220804 Professional Services Agreement (RES-2022-490 : Consultant Contract for Gateway Enhancement Elements)

If Designer 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 Designer. 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 Designer 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 Designer'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, Designer's insurance coverage shall be primary insurance with respect to Designer's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Designer'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: Designer hereby grants to County a waiver of any right to subrogation which any insurer of said Designer may acquire against County by virtue of the payment of any loss under such insurance. Designer 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 Designer 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: Designer 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 Designer's obligation to provide them. County

Attachment: 220804 Professional Services Agreement (RES-2022-490 : Consultant Contract for Gateway Enhancement Elements)

reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Designer shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Designer 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, Designer 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 attorneys' fees, resulting from all negligent or wrongful acts or omissions of Designer or its officers, agents, or employees in rendering services under this agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or wrongful acts

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Designer 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 Designer or any employee or agent of Designer. Both parties acknowledge that Designer is not an employee for state or federal tax purposes. Designer 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 Designer or any employee, agent, or subcontractor of Designer 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, Designer shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Designer 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 Designer is not County's employee, Designer is responsible for paying all required state and federal taxes. In particular:

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

Attachment: 220804 Professional Services Agreement (RES-2022-490 : Consultant Contract for Gateway Enhancement Elements)

d. County will not make disability insurance contributions on behalf of Designer;
e. County will not obtain workers' compensation insurance on behalf of Designer.

9. AUDITS AND INSPECTIONS

Designer 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. Designer shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Designer's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Designer 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 Designer 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 Designer 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 Designer shall be given to the persons representing the respective parties at the following addresses:

DESIGNER:
Kimberly Garza
Atlas Lab, Inc.
1610 R Street, Suite 300
Sacramento, CA 95811

COUNTY:
Mikey Goralnik
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

12. COMPLIANCE

Designer shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Designer's performance under this Agreement. Specifically, Designer 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.

Attachment: 220804 Professional Services Agreement (RES-2022-490 : Consultant Contract for Gateway Enhancement Elements)

13. PUBLIC RECORDS ACT

Designer 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 Designer 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, Designer shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit A.

B. Either party may terminate this Agreement for convenience upon 90 calendar days' written notice to the other party. Upon termination for convenience, Designer shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.

C. Should Designer 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 Designer. The termination date shall be the effective five (5) days after Designer's receipt of written notice of default, and Designer's failure to cure within such period. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Designer shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work + Cost Proposal." In addition, Designer understands and agrees that County may, in County's sole discretion, refuse to pay Designer for

Attachment: 220804 Professional Services Agreement (RES-2022-490 : Consultant Contract for Gateway Enhancement Elements)

that portion of Designer's services which were performed by Designer prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

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

Attachment: 220804 Professional Services Agreement (RES-2022-490 : Consultant Contract for Gateway Enhancement Elements)

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

Attachment: 220804 Professional Services Agreement (RES-2022-490 : Consultant Contract for Gateway Enhancement Elements)

29. WARRANTY

County has relied upon the professional ability and training of Designer as a material inducement to enter into this Agreement. Designer 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 Designer'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 Designer of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Designer or to furnish any other considerations under this Agreement except for services rendered prior to such termination, which shall be paid within 30 days of receipt of final approved invoice, and Designer shall not be obligated to perform any provisions of this Agreement. Designer'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 Designer for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Designer 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	DESIGNER
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Kimberly Garza, Principal Atlas Lab, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: 220804 Professional Services Agreement (RES-2022-490 : Consultant Contract for Gateway Enhancement Elements)

Exhibit A
SCOPE OF WORK + COST PROPOSAL

1. **Project Approval + Environmental Document (PA/ED): $50,000**
The initial component of the scope of work entails preliminary and conceptual design necessary to secure approval from Caltrans; initiate the environmental review and permitting process; and solicit input from the community on the gateway elements. Note that, due to the highly visible nature of the gateway elements, substantial community design and stakeholder engagement is anticipated for this project.

   Tasks to be included in this phase:
   - Conduct Team Design Charette (in-person) to kick off concept design
   - Develop Draft Concept(s), including:
     - Identify potential locations of the gateway elements
     - Determine rough physical characteristics of the gateway elements, including massing, height, and similar
     - Other proposed improvements including hardscape, walls, signage, planting, and irrigation
   - Package Draft Concept(s) for community review and feedback, engagement effort to be led by MCACI, and for Caltrans review and approval
   - Determine community preferences for thematic, aesthetic, and functional components of the gateway elements

   Deliverables:
   - Site topographic survey and Caltrans planning document review
   - Draft Concept(s) for Caltrans review and approval
   - Cost estimate assessment
   - Summary of Findings and Next Steps, based on community and Caltrans feedback
   - Revised Concept Design per community and Caltrans feedback

2. **Plans, Specifications, and Estimates (PSE): $50,000**
The second component of the scope of work entails the construction documentation necessary to complete the environmental review process and finalize the construction contract package, based on the final concept design. This could include, among other necessary deliverables to be determined based on the final gateway elements, plan, section, and/or axonometric view drawings that communicate the following elements of the design:
   - Layout and design details for gateway elements and associated hardscape elements including pedestrian and vehicular pavements, low walls, signage, and other site elements as identified on the final concept design
   - Planting plans and details including trees, shrubs, vines, and ground cover locations with a plant list that includes plant names, sizes, and spacing
   - Irrigation plans and details identifying location and size of irrigation service, mainline and electrical routing, valve types and locations, and irrigation

Attachment: 220804 Professional Services Agreement (RES-2022-490 : Consultant Contract for Gateway Enhancement Elements)

emitter/tubing/head layout. ATLAS services include system design and layout downstream of new irrigation service, documented on Civil plans. Electrical power for controller to be documented on Electrical plans.
- Erosion control per Caltrans requirements
- Site lighting fixture locations will be shown and dimensioned on landscape layout plans. Electrical circuiting, fixture type identifications, construction details, and specifications for lighting elements will be completed by other team disciplines and documented on Lighting plans. Structural details for gateway elements, to be determined based on final concept design
- Traffic control per Caltrans requirements
- Updated cost estimate to support the procurement process

A critical deliverable for this step will be an accurate cost estimate to support the procurement process. Additionally, at the close of this stage, the project must be fully permitted and ready to construct.
Deliverables:
- Develop 60% PS&Es for review and coordination
- Develop 100% PS&Es for review and approval by Caltrans
- Revised PS&Es based on Caltrans comments (up to 2 rounds of revisions)

3. **Construction Support: $50,000**
This component of the scope of work entails general construction administration and construction observation work for the installation of the gateway elements. This includes tasks such as reviewing submittals and inspection reports, monitoring materials and costs, on-site observations and inspections, compliance testing, and liaising between Mariposa County and the selected contractor.

Tasks included in this phase:
- Attend construction meetings with Contractor and subcontractors. Contractor shall schedule site visits at appropriate stages and completion of construction.
- Review and select plant material for design intent and conformance to specifications. Maximum of 5 nursery visits.
- Respond to RFIs and provide supplement instructions as needed
- Review construction submittals and provide responses to ensure conformance with design intent
- Observe layout and quality of workmanship for hardscape and gateway elements, planting, and irrigation, lighting, and other site elements.
- Assist Client with review of work to establish date of Substantial Completion and provide punch list for work shown in PS&Es
- Review site work to determine compliance with design intent as shown in PS&Es
- Review shop drawings and submittals and provide responses and recommendations
- Advise Client of progress of construction, corrective work, other observations and recommendations through Construction Observation reports.

Attachment: 220804 Professional Services Agreement (RES-2022-490 : Consultant Contract for Gateway Enhancement Elements)

This scope of work expressly excludes the construction costs for the gateway elements. The contractor selected by Mariposa County shall contract directly with Mariposa County via separate agreement.

Attachment: 220804 Professional Services Agreement (RES-2022-490 : Consultant Contract for Gateway Enhancement Elements)

Project Schedule

Project Phase	Mariposa Gateway
	10-1P570
CCEP Approval	11/30/2021
CC-SDR Approval (including ED)	6/30/2022
R/W Certification	2/27/2023
Ready to List (RTL)	2/28/2023
Advertise	4/11/2023
Award	5/19/2023
Contract Approval	6/16/2024
Construction Complete	1/26/2024
Construction Contract Acceptance (CCA)	1/26/2024
End Project	4/25/2024
Slip RTL (Months)	4.0

Attachment: 220804 Professional Services Agreement (RES-2022-490 : Consultant Contract for Gateway Enhancement Elements)

SARAH WILLIAMS
Planning Director

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

MEMORANDUM

Date: August 4, 2022
To: Mariposa County Board of Supervisors
From: Sarah Williams, Planning Director
Topic: Sole Source Procurement for Mariposa Gateway Project

Background

Developed collaboratively with the Mariposa County Arts Council, the Mariposa County Creative Placcemaking Strategy (CPS; adopted 8/17/21 via RES-2021-48) both articulates a community-supported vision for aesthetic and thematic priorities to explore through creative placemaking investments such as public art, infrastructure, and public events, and recommends a series of projects, programs, and policies to achieve this vision. The project, which was funded through a grant from the National Endowment for the Arts, applied a unique stakeholder engagement methodology that relied on demonstration creative placemaking projects, including physical and digital elements, to stimulate interest in the project and collect the community input that drove its recommendations. The project also featured close collaboration with the County's Creative Placemaking Strategy Advisory Committee (CPSAC).

To support implementation of several key recommendations in the CPS, the Board of Supervisors adopted RES-2020-600 on 1/11/22, which authorized submittal of a grant to the Caltrans Clean California local grant program. The scope of work in this proposal was taken directly from the CPS, and was intended to support implementation of several of its priorities, including Project 1: Countywide Mural Project and Policy 1: Curated, Site-Specific Temporary Art.

Strictly speaking, that application was not successful. However, the proposal was compelling enough to be folded into a successful application to a separate funding source for the same grant program that is set aside for each Caltrans regional office. In this case, Caltrans District 10 has received approximately $1M to design, conduct community outreach for, and construct gateway elements that welcome visitors to the town and county, and adhere to the vision and creativity framework identified in the Creative Placemaking Strategy. District 10 proposes entering into a Memorandum of Understanding with Mariposa County, which would enable the County to spend these funds for their intended purposes on Caltrans' behalf. As with the CPS, the proposed project would involve close collaboration with and oversight from the CPSAC.

The scope of work includes four key tasks:

- generating several alternative packages that pair gateway elements and murals in downtown Mariposa to interpret local sense of place and contribute to other community livability and creativity objectives identified in the CPS;

Attachment: 220804 Sole Source Memo (RES-2022-490 : Consultant Contract for Gateway Enhancement Elements)

- conducting a stakeholder engagement process to identify a preferred alternative;
- developing that preferred alternative into a set of bid documents; and
- providing construction management services with the selected general contractor.

Given the scale and complexity of the project, it is necessary for the Planning Department to hire contractors to implement the four key tasks and ensure successful completion of the scope of work.

The Planning Department has chosen to use a sole source procurement process to contract with public and landscape architecture firm Atlas Lab as the prime consultant for completing this project. While the grantor (Caltrans) is comfortable with this decision, County Counsel has advised the Planning Department to prepare a memorandum outlining its rationale.

Rationale

The rationale for this decision involved several considerations. First, Atlas Lab is intimately involved in creative placemaking efforts in the County. The firm was selected through a competitive bid process as the County's prime consultant in the NEA grant-funded project to develop the CPS, including the demonstration creative placemaking features that supported it. Indeed, in developing the CPS, Atlas Lab worked intimately with the CPSAC to identify, refine, and prioritize ten storytelling themes that relate to the County's human and natural history. These themes would be the basis for any contractor seeking to successfully deliver the proposed project.

Similarly, the proposed Caltrans project is explicitly intended to implement the recommendations of the CPS, both in terms of the specific projects (their locations and types) and thematic and aesthetic underpinnings. The significant synergy between the CPS and the proposed Caltrans project means that Atlas Lab is uniquely positioned to effectively deliver this project. Due to their central role in soliciting and analyzing the community input that shapes the recommendations that this project would implement, they have particular insight into CPS' nuances and intricacies, making their perspective essential for any contractor to successfully execute the proposed Caltrans-funded scope of work.

The decision to conduct a sole source procurement process is also partially motivated by the specialized nature of the professional services involved in this scope of work. In addition to the strong synergies between the proposed project and the CPS, Atlas Lab is uniquely qualified to both lead a public art design and selection process, and conduct the more technical aspects of the Caltrans scope, including construction documentation, bid procurement, and construction management. The firm's landscape architecture and urban design practice includes extensive experience with design and construction of streetscapes in public rights of way, including Caltrans rights of way.

Based on Atlas Lab's unique relationship to the project, as well as contributions they have made to date, any prime contractor would likely have to work through/with Atlas Lab to successfully complete this project, especially while adhering to Caltrans procedures and narrow timeframes. This, coupled with their ability to fulfill the unique and highly specialized professional services required for this project, means that going to bid and awarding a contract to another would be undesirable and impractical. Therefore, we recommend awarding a sole source contract to Atlas Lab to complete the Mariposa Gateway Project.

Attachment: 220804 Sole Source Memo (RES-2022-490 : Consultant Contract for Gateway Enhancement Elements)

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-491

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Consultant Contract for Gateway Murals

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Atlas Lab, Inc. for Gateway Murals in an Amount Not to Exceed $150,000; Authorize the Board of Supervisors Chair to Sign the Agreement; Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Receive Unanticipated Funds ($150,000).

In January 2022, Caltrans District 10 applied for funding from a state-only pool of grant money to support community design and construction of gateway elements on state rights-of-way in the Town of Mariposa. That grant application, which staff contributed to, was funded in March 2022.

In August 2022, RES 2022-459 approved the transportation art agreement with Caltrans, which was needed to accept the portion of these grant funds that are earmarked for gateway murals in the Town of Mariposa. That funding, $150,000 will be used to install at least two murals on privately owned property in the Town of Mariposa. Of note, these murals will be developed in conjunction with other physical gateway elements that will also be produced with funding from this grant. The work for these gateway elements will be subject to a separate agreement.

As with the gateway elements, the aesthetic and thematic aspects of these murals will be determined and detailed through an extensive public process. Also, the project will be driven by the County's Creative Placemaking Strategy Advisory Committee, which will be instrumental in developing and implementing the larger community engagement program.

The project is a direct implementation of several important community planning and design initiatives, especially the Creative Placemaking Strategy and Economic Vitality Strategy. Indeed, the project builds on both the recommendations and preliminary community design work that facilitated the Creative Placemaking Strategy's interactive, art-driven community planning process. As such, staff recommends pursuing a sole source procurement pathway to hire Atlas Lab, the contractor who led the Creative Placemaking Strategy work, to lead the planning, design, and implementation of the proposed effort.

Under this arrangement, Atlas Lab and their subcontractors would conduct the community design, outreach, design development, and construction administration work (including providing a resident engineer), while construction and fabrication tasks would be completed by a general contractor selected through a public bidding process. The general contractor responsible for implementing the work would be contracted to the County, and managed/overseen by Atlas Lab in their capacity construction contract administrator.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
RES-2022-459: Adopt a Resolution Authorizing the Board of Supervisors Chair to Sign the Transportation Art Agreement with Caltrans for the Mariposa Gateway Enhancement Project; and Authorize the Planning Director to Sign Subsequent Agreements Related to Project Implementation Activities (Subject to Approval as to Legal Form by County Counsel)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action will result in significant delays to this project.

FINANCIAL IMPACT:
No fiscal impact to the County General Fund as expenses incurred will be paid from grant funds.

ATTACHMENTS:
220811 Professional Services_DRAFT (DOC)
220804 Sole Source Memo (DOCX)
220823 Budget Action - BOS Items 13122 and 13259 (PDF)

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

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.AGREEMENT FOR GATEWAY ENHANCING MURALS

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of August, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Atlas Lab, Inc. ("Designer"), a landscape architecture, urban design and public art practice, pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or April 25, 2024, whichever is earlier.

2. SERVICES

Designer shall perform collaborative mural design and installation as described in Exhibit A, "Scope of Work + Cost Proposal," which is attached hereto and incorporated herein by reference. Designer shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Designer shall be compensated for services performed in an amount not to exceed $150,000 as set forth in Exhibit A. County shall pay Designer within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Designer shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

Designer 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 Designer, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

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 Designer 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 Designer's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

If Designer 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 Designer. 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 Designer 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 Designer'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, Designer's insurance coverage shall be primary insurance with respect to Designer's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Designer'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: Designer hereby grants to County a waiver of any right to subrogation which any insurer of said Designer may acquire against County by virtue of the payment of any loss under such insurance. Designer 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 Designer 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: Designer 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 Designer's obligation to provide them. County

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reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Designer shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Designer 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, Designer 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 attorneys' fees, resulting from all negligent or wrongful acts or omissions of Designer or its officers, agents, or employees in rendering services under this agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or wrongful acts

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Designer 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 Designer or any employee or agent of Designer. Both parties acknowledge that Designer is not an employee for state or federal tax purposes. Designer 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 Designer or any employee, agent, or subcontractor of Designer 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, Designer shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Designer 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 Designer is not County's employee, Designer is responsible for paying all required state and federal taxes. In particular:

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

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d. County will not make disability insurance contributions on behalf of Designer;
e. County will not obtain workers' compensation insurance on behalf of Designer.

9. AUDITS AND INSPECTIONS

Designer 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. Designer shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Designer's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Designer 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 Designer 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 Designer 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 Designer shall be given to the persons representing the respective parties at the following addresses:

DESIGNER:
Kimberly Garza
Atlas Lab, Inc.
1610 R Street, Suite 300
Sacramento, CA 95811

COUNTY:
Mikey Goralnik
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

12. COMPLIANCE

Designer shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Designer's performance under this Agreement. Specifically, Designer 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. Designer shall meet Caltrans requirements for installation of Transportation Art, as set forth in Exhibit B, "Caltrans Art Agreement."

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

13. PUBLIC RECORDS ACT

Designer 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 Designer 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, Designer 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 90 calendar days' written notice to the other party. Upon termination for convenience, Designer shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Designer 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 Designer. The termination date shall be the effective five (5) days after Designer's receipt of written notice of default, and Designer's failure to cure within such period. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Designer shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work + Cost Proposal." In addition, Designer understands and agrees that County may, in County's sole discretion, refuse to pay Designer for

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

that portion of Designer's services which were performed by Designer prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

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

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

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

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

29. WARRANTY

County has relied upon the professional ability and training of Designer as a material inducement to enter into this Agreement. Designer 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 Designer'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 Designer of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Designer or to furnish any other considerations under this Agreement except for services rendered prior to such termination, which shall be paid within 30 days of receipt of final approved invoice, and Designer shall not be obligated to perform any provisions of this Agreement. Designer'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 Designer for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Designer 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	DESIGNER
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Kimberly Garza, Principal Atlas Lab, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

Exhibit A
SCOPE OF WORK + COST PROPOSAL

1. **Mural Design // Project Approvals and Stakeholder Engagement: $35,000**
The initial component of the scope of work entails preliminary and conceptual design necessary to secure approval from Caltrans; initiate the review and approval process; and solicit input from the community on the murals. Note that, due to the highly visible nature of the gateway elements, substantial community design and stakeholder engagement is anticipated for this project.

   Tasks to be included in this phase:
   - Conduct Team Design Charette (in-person) to kick off concept design
   - Develop Draft Concept(s), including:
     - Confirm locations of murals
     - Determine thematic and aesthetic components of the murals, to align with the proposed gateway features
   - Package Draft Concept(s) for community review and feedback, engagement effort to be led by MCACI, and for local and Caltrans review and approval

   Deliverables:
   - Draft Concept(s) for local and Caltrans review and approval
   - Revised Concept Design per community and Caltrans feedback

2. **Mural Design // Plans, Specifications, and Agreements: $15,000**
The second component of the scope of work entails refining the mural design to correspond to the specific site conditions of the locations identified in the previous step. This will include establishing formal agreements (such as right to enter and hold harmless) with the owners of the property where the murals are to be located, a task that will be led by Mariposa County and supported by the Designer. If additional approval is needed by Caltrans prior to installation, it will also occur in this step.

   Tasks to be included in this phase:
   - Complete detailed site-specific design of the murals
   - Execute necessary agreements with owners of property where murals are to be located
   - Complete pre-installation Caltrans review as needed

   Deliverables:
   - Installation-ready mural designs
   - Property owner authorization for mural installation

3. **Mural Installation // Capital Costs: $100,000**
This component entails installing the murals as designed in the preceding step of the work plan. It is anticipated that murals will be spot sealed with a matte-finished acrylic varnish suitable for outdoor use to reduce maintenance needs. However, a supplementary

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

maintenance plan may be required to ensure that County is fully equipped to maintain murals after the project is completed.

Tasks included in this phase:

- Complete murals
- Provide necessary resources to ensure long-term maintenance of murals

Deliverables:

- Fully installed murals as per detailed design drawings
- Supplementary mural maintenance plan, as needed

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

Exhibit B

CALTRANS ART AGREEMENT

10-MPA-VARIOUS -
EA: 10-1P570
Project ID: 1022000138
Agreement No. –10-0552

TRANSPORTATION ART AGREEMENT

Clean California Beautification Fund Contribution

This AGREEMENT, effective on Aug 10, 2022, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Mariposa County, a political subdivision of the State of California, referred to hereinafter as COUNTY.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Section 114.

2. CALTRANS is authorized per the California Streets and Highways Code, Section 91.42 to expend Clean California State Beautification Program of 2021 funds (FUNDS) towards beautifying and cleaning up state highways and eligible projects towards that goal.

3. Transportation Art includes graphic or sculptural artwork, either freestanding or placed upon a required engineered transportation feature located on CALTRANS' right-of-way (such as a noise barrier, retaining wall, bridge, bridge abutment, bridge rail, or slope paving) that expresses unique attributes of a community's history, resources, or character.

4. CALTRANS intends to provide funding to COUNTY, and COUNTY agrees to procure artist(s), administer artist contracts, provide and install the Transportation Art *plan, coordinate and install two (2) Gateway Monuments with associated landscape spaces on SR 140 at the north and south junctions with SR 49 in Town of Mariposa. Additionally, three (3) murals are proposed to be implemented one (1) on SR 140/5th Street and the other two (2) on SR 140/11th Street, along with a landscaped portlet on SR 140 within the town limits,* hereinafter referred to as PROJECT.

1. CALTRANS and COUNTY are also entering into agreement 10-0546 regarding the beautification aspects of this project. Cooperative Agreement 10-0546 outlines roles and responsibilities for the remaining aspects of this Clean California Beautification Project, which includes the planning, coordination and installation of Gateway monuments, portlet, and murals within the Mariposa Town Limits.

2.

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

3. The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments.

4. COUNTY shall obtain an encroachment permit from CALTRANS prior to the commencement of any PROJECT work within CALTRANS' right-of-way.

5. COUNTY will follow the CALTRANS encroachment permit requirements for any and all PROJECT work within CALTRANS' right-of-way, including by not limited to, installation of artwork.

6. CALTRANS will pay COUNTY an amount not to exceed $150,000 from FUNDS required for PROJECT.

7. CALTRANS and COUNTY hereby set forth the terms, covenants, and conditions for CALTRANS' contribution toward PROJECT.

SCOPE

8. COUNTY is responsible for completing all work for PROJECT.

9. COUNTY shall adhere to the CALTRANS' Transportation Art requirements as set forth in CALTRANS' Project Development Procedures Manual (PDPM), Chapter 29, Section 9, Transportation Art and CALTRANS' Transportation Art website at https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art. This includes, but is not limited to, submittal of a Transportation Art Proposal (TAP) to CALTRANS, execution of an Assignment and Transfer of Copyright and Waiver of Moral Rights in Artwork Agreement (Caltrans Copyright Assignment, CCA), and Project Specific Maintenance Agreement (PSMA).

10. COUNTY agrees that before commencing any PROJECT work on CALTRANS right-of-way, LOCAL AGENCY and CALTRANS will enter into a PSMA for maintenance of the PROJECT. PARTIES agree that no encroachment permit(s) will be issued by CALTRANS for PROJECT until the PSMA is fully executed.

INVOICE & PAYMENT

11. COUNTY will invoice, no more frequently than monthly, and CALTRANS will reimburse for actual costs incurred and paid towards PROJECT.

12. CALTRANS will pay COUNTY within 45 (forty-five) calendar days of receipt of invoices.

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

13. CALTRANS and COUNTY agree that the total amount of FUNDS paid out to COUNTY will not exceed $ 150,000.

14. After CALTRANS and COUNTY agree that all work for PROJECT is complete, COUNTY will submit a final accounting for all costs. Based on the final accounting, COUNTY will refund or invoice as necessary in order to satisfy the financial commitment of AGREEMENT.

GENERAL CONDITIONS

15. All portions of this AGREEMENT, including the Recitals section, are enforceable.

16. All obligations of CALTRANS under the terms of AGREEMENT are subject to the appropriation of resources by the Legislature and the State Budget Act authority.

17. If COUNTY fails to complete the PROJECT for any reason, COUNTY shall, at [COUNTY]'s expense, return CALTRANS right-of-way to its original condition or to a safe and operable condition acceptable to CALTRANS. If COUNTY fails to do so, CALTRANS reserves the right to finish the work or place the PROJECT in a safe and operable condition. CALTRANS will bill COUNTY for all expenses incurred and COUNTY agrees to pay said bill within forty-five (45) days of receipt.

18. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

    HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

    The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

19. If HM-1 or HM-2 is found during PROJECT work, COUNTY will immediately notify CALTRANS.

20. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing CALTRANS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to PROJECT schedule.

    CALTRANS, independent of PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing CALTRANS right-of-way.

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

21. COUNTY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing CALTRANS right-of-way. COUNTY will undertake or cause to be undertaken HM-1 MANAGEMENT with minimum impact to PROJECT schedule.

    [COUNTY], independent of the PROJECT, will pay, or cause to be paid, the cost for HM-1 MANAGEMENT for HM-1 found within PROJECT limits and outside of the existing CALTRANS right-of-way.

22. COUNTY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

23. HM-2 MANAGEMENT costs are PROJECT costs.

24. CALTRANS and COUNTY will enter into a PSMA before PROJECT work is performed within CALTRANS right-of-way. COUNTY understands and acknowledges the terms of the PSMA will include, but are not limited to, COUNTY shall be responsible for all regular and emergency maintenance, repair, and replacement of the PROJECT at the LOCAL AGENCY's expense for as long as the artwork remains in place. A sample template PSMA is attached as EXHIBIT (A).

25. The PSMA will include indemnification provisions for anything done or omitted to be done by COUNTY under or in connection with PROJECT.

26. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions, including reasonable attorneys' fees, of every name, kind, and description, brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under AGREEMENT.

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

27. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions, including reasonable attorneys' fees, of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, claims based on (1) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (2) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (3) 17 U.S.C. § 113, (4) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (5) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under AGREEMENT.

28. If the work performed on PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

    COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts funded by AGREEMENT when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY contracts.

29. AGREEMENT is intended to be CALTRANS' and COUNTY's final expression and supersedes all prior oral understandings pertaining to PROJECT, with the exception of the required agreements to complete CALTRANS' Transportation Art process as discussed herein. The required agreements include, but are not limited to, the TAP, CCA, and PSMA.

30. AGREEMENT will terminate upon CALTRANS' acceptance of PROJECT. However, all indemnification and maintenance articles of AGREEMENT will remain in effect until terminated or modified in writing by mutual agreement.

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

CONTACT INFORMATION

CALTRANS and COUNTY will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to AGREEMENT.

Contact Information

CALTRANS

Sam Sherman, Project Manager

1976 E. Dr. Martin Luther King Jr. Blvd.

Stockton, CA 95205

Office Phone: (209) 482-2575

Email: sam.sherman@dot.ca.gov

MARIPOSA COUNTY

Mikey Goralnik, Community Design and Development Planner

5100 Bullion Street

Mariposa, CA 95338

Office Phone: (209) 742-1222

Email: mgoralnik@mariposacounty.org

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

SIGNATURES

CALTRANS and COUNTY are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

CALTRANS and COUNTY acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dennis T. Agar

Dennis T. Agar
District Director

Verification of funds and authority:

M. Ishaya

Michelle Ishaya
District Budget Manager

Certified as to financial terms and policies:

Nadine Karavan

Nadine Karavan
HQ Accounting Supervisor

MARIPOSA COUNTY

Rosemarie Smallcombe
Rosemarie Smallcombe (Aug 9, 2022 22:15 PDT)

Rosemarie Smallcombe
Mariposa County Board of Supervisor Chair

Approved as to form and procedure:

Steven W. Dahlem
Steven W. Dahlem (Aug 10, 2022 08:20 PDT)

Steve Dahlem
County Counsel

Attachment: 220811 Professional Services_DRAFT (RES-2022-491 : Consultant Contract for Gateway Murals)

SARAH WILLIAMS
Planning Director

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

MEMORANDUM

Date: August 4, 2022
To: Mariposa County Board of Supervisors
From: Sarah Williams, Planning Director
Topic: Sole Source Procurement for Mariposa Gateway Project

Background

Developed collaboratively with the Mariposa County Arts Council, the Mariposa County Creative Placcemaking Strategy (CPS; adopted 8/17/21 via RES-2021-48) both articulates a community-supported vision for aesthetic and thematic priorities to explore through creative placemaking investments such as public art, infrastructure, and public events, and recommends a series of projects, programs, and policies to achieve this vision. The project, which was funded through a grant from the National Endowment for the Arts, applied a unique stakeholder engagement methodology that relied on demonstration creative placemaking projects, including physical and digital elements, to stimulate interest in the project and collect the community input that drove its recommendations. The project also featured close collaboration with the County's Creative Placemaking Strategy Advisory Committee (CPSAC).

To support implementation of several key recommendations in the CPS, the Board of Supervisors adopted RES-2020-600 on 1/11/22, which authorized submittal of a grant to the Caltrans Clean California local grant program. The scope of work in this proposal was taken directly from the CPS, and was intended to support implementation of several of its priorities, including Project 1: Countywide Mural Project and Policy 1: Curated, Site-Specific Temporary Art.

Strictly speaking, that application was not successful. However, the proposal was compelling enough to be folded into a successful application to a separate funding source for the same grant program that is set aside for each Caltrans regional office. In this case, Caltrans District 10 has received approximately $1M to design, conduct community outreach for, and construct gateway elements that welcome visitors to the town and county, and adhere to the vision and creativity framework identified in the Creative Placemaking Strategy. District 10 proposes entering into a Memorandum of Understanding with Mariposa County, which would enable the County to spend these funds for their intended purposes on Caltrans' behalf. As with the CPS, the proposed project would involve close collaboration with and oversight from the CPSAC.

The scope of work includes four key tasks:

- generating several alternative packages that pair gateway elements and murals in downtown Mariposa to interpret local sense of place and contribute to other community livability and creativity objectives identified in the CPS;

Attachment: 220804 Sole Source Memo (RES-2022-491 : Consultant Contract for Gateway Murals)

- conducting a stakeholder engagement process to identify a preferred alternative;
- developing that preferred alternative into a set of bid documents; and
- providing construction management services with the selected general contractor.

Given the scale and complexity of the project, it is necessary for the Planning Department to hire contractors to implement the four key tasks and ensure successful completion of the scope of work.

The Planning Department has chosen to use a sole source procurement process to contract with public and landscape architecture firm Atlas Lab as the prime consultant for completing this project. While the grantor (Caltrans) is comfortable with this decision, County Counsel has advised the Planning Department to prepare a memorandum outlining its rationale.

Rationale

The rationale for this decision involved several considerations. First, Atlas Lab is intimately involved in creative placemaking efforts in the County. The firm was selected through a competitive bid process as the County's prime consultant in the NEA grant-funded project to develop the CPS, including the demonstration creative placemaking features that supported it. Indeed, in developing the CPS, Atlas Lab worked intimately with the CPSAC to identify, refine, and prioritize ten storytelling themes that relate to the County's human and natural history. These themes would be the basis for any contractor seeking to successfully deliver the proposed project.

Similarly, the proposed Caltrans project is explicitly intended to implement the recommendations of the CPS, both in terms of the specific projects (their locations and types) and thematic and aesthetic underpinnings. The significant synergy between the CPS and the proposed Caltrans project means that Atlas Lab is uniquely positioned to effectively deliver this project. Due to their central role in soliciting and analyzing the community input that shapes the recommendations that this project would implement, they have particular insight into CPS' nuances and intricacies, making their perspective essential for any contractor to successfully execute the proposed Caltrans-funded scope of work.

The decision to conduct a sole source procurement process is also partially motivated by the specialized nature of the professional services involved in this scope of work. In addition to the strong synergies between the proposed project and the CPS, Atlas Lab is uniquely qualified to both lead a public art design and selection process, and conduct the more technical aspects of the Caltrans scope, including construction documentation, bid procurement, and construction management. The firm's landscape architecture and urban design practice includes extensive experience with design and construction of streetscapes in public rights of way, including Caltrans rights of way.

Based on Atlas Lab's unique relationship to the project, as well as contributions they have made to date, any prime contractor would likely have to work through/with Atlas Lab to successfully complete this project, especially while adhering to Caltrans procedures and narrow timeframes. This, coupled with their ability to fulfill the unique and highly specialized professional services required for this project, means that going to bid and awarding a contract to another would be undesirable and impractical. Therefore, we recommend awarding a sole source contract to Atlas Lab to complete the Mariposa Gateway Project.

Attachment: 220804 Sole Source Memo (RES-2022-491 : Consultant Contract for Gateway Murals)

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5540	249	45547	One-Time State Grants - State		(1,000,000)	
5540	249	70100	Buildings and Improvements		1,000,000	
					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
					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 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;

Grant funds awarded. Atlas Labs to have two contracts, $150,000 for murals and $150,000 for portlets. Remaining $700,000 funds may be transferred to Public Works for the construction phase of the project.

DEPT HEAD SIGNATURE _____ DATE 6/23/22

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Attachment: 220823 Budget Action - BOS Items 13122 and 13259 (RES-2022-491 : Consultant Contract for Gateway Murals)

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-492

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Fifth Amendment - Agreement with Mintier Harnish

RECOMMENDATION AND JUSTIFICATION:
Approve Fifth Amendment to the Agreement with Mintier Harnish to prepare updates to Mariposa County's Development Codes (for Zoning and Subdivisions) to implement the Mariposa County General Plan and state law, to Establish Compensation for Fiscal Year (FY) 2022-2023; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The firm Mintier Harnish Planning Consultants is currently under contract with Mariposa County to prepare updates to Mariposa County's Development Codes (for Zoning and Subdivisions) to implement the Mariposa County General Plan and state law.

Because this contract work would occur in more than one fiscal year, the original contract was structured so that costs for each fiscal year would be brought back to the Board of Supervisors on an annual basis. This ensures availability of funds for continued work on the project.

Allocated compensation for the original agreement for FY 2018-2019 was $75,000. $35,953.46 of the budgeted funds were used.

Allocated compensation for the second amendment for FY 2019-2020 was $160,000. $107,956.54 of the budgeted funds were used.

Allocated compensation for the third amendment for FY 2020-2021 was $120,000. $101,167.66 of the budgeted funds were used.

Allocated compensation for the fourth amendment for FY 2021-2022 was $100,000. $72,917.78 of the budgeted funds were used.

This amendment is to allocate compensation for the fifth amendment for FY 2022-2023 in the amount of $50,000. This amount has been included in the approved Planning Department's Budget for Fiscal Year 2022-2023.

The original estimated amount for this project was $263,076 (including a 10% contingency). That estimated amount did not include time for the work on the Title 1 amendments (although the additional work was added to the agreement). The original

estimate was prefaced by an acknowledgement that, "Zoning and Subdivision Ordinance Updates can vary widely in requirements for County staff and Consultant time and costs." The consultant has indicated that this project is significantly more complicated than other similar projects (due to County's General Plan, town plan, area plan and Zoning Ordinance structure). The total amount spent to date (including for work on the Title 1 amendments) is $317,995.44. With this amendment, the total contracted amount would be $367,995.44.

STATUS OF PROJECT:
The updated Development Code is in the final stages of preparation and County Counsel review. Once the remaining steps are completed, staff will begin the public review process. The consultants and County staff will start with a comprehensive presentation of the Code to a joint study session of the Board of Supervisors and Planning Commission. The consultants will provide an overview of each of the nine Development Code Articles (chapters), with a focus on new or modified content and the basis for the changes, with opportunities for questions from Board members, commissioners, and the public. This study session will be widely publicized to interested members of the public. Following the study session, County staff will facilitate a series of work sessions with the Planning Commission to review each Article in detail. Following Planning Commission review, consultants and County staff will present the development code, along with Planning Commission recommendations, to the Board for review and adoption.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 26, 2019: Resolution No. 2019-161, Agreement with Mintier Harnish Planning Consultants for County of Mariposa Zoning and Subdivision Ordinance Update.

June 11, 2019: Resolution No. 2019-325, First Amendment with Mintier Harnish Planning Consultants to include administrative enforcement procedures in Title 1 within scope of work.

August 6, 2019: Resolution No. 2019-455. Second Amendment with Mintier Harnish Planning Consultants to establish compensation for FY 2019-2020 work.

August 4, 2020: Resolution No. 2020-477. Third Amendment with Mintier Harnish Planning Consultants to establish compensation for FY 2020-2021 work.

July 27, 2021: Resolution No. 2021-441. Fourth Amendment with Mintier Harnish Planning Consultants to establish compensation for FY 2021-2022 work.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve amendment; continued work on contract will not occur.

FINANCIAL IMPACT:
Adequate Funds were budgeted for FY 2022-2023 for this Amendment (BOS Resolution No. 2022-390 Adopting the 2022-2023 Fiscal Year Budget)

ATTACHMENTS:

Draft BOS Resolution 2022-XXX Fifth Amendment to Agreement Mintier Harnish (PDF)
Resolution 2019-161 Agreement Mintier Harnish (PDF)
Resolution 2019-325 First Amendment to Agreement Mintier Harnish (PDF)
Resolution 2019-455 Second Amendment to Agreement Mintier Harnish (PDF)
Resolution 2020-477 Third Amendment to Agreement Mintier Harnish (PDF)
Resolution 2021-441 Fourth Amendment to Agreement Mintier Harnish (PDF)
Recieved AFTER Packet Generation - MCZSO_Short Term Schedule_ (PDF)

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

.

FIFTH AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE

THIS FIFTH AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE is made and entered into this 23rd day of August 2022, to be retroactively effective on the 1st day of July 2022, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Mintier Harnish Planning Consultants, hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated the 26th day of March 2019 ("**Agreement**"), wherein **Contractor** agreed to provide professional planning consultant services to prepare updates to Mariposa County's Zoning and Subdivision Ordinances; and

WHEREAS, the Term of the **Agreement** in Paragraph 1 is established as the 31st day of December 2020; and

WHEREAS, Exhibits A and B of said **Agreement** specified a Scope of Work to be completed in Phases, a timeline for Phases with work to be completed within FY 2020-2021, and a Project Cost Estimate showing the total costs, with contingency, to be $263,076; and

WHEREAS, on the 11th day of June 2019, **County** and **Contractor** amended said **Agreement** to change the scope of work to be provided by **Contractor**, to include enforcement and nuisance abatement provisions in Title 1, County Code; this was titled "First Amendment to Agreement for Zoning and Subdivision Ordinances Update". No additional funding was allocated for this work; and

WHEREAS, on the 6th day of August 2019 (retroactively applicable to the 1st day of July 2019), **County** and **Contractor** amended said **Agreement** to identify the Compensation for the County's Fiscal Year (FY) 2019-2020 (July 1, 2019 – June 30, 2020); this was titled "Second Amendment to Agreement for Zoning and Subdivision Ordinance Update"; and

WHEREAS, on the 4th day of August 2020 (retroactively applicable to the 1st day of July 2020), **County** and **Contractor** amended said **Agreement** to identify the Compensation for the County's Fiscal Year (FY) 2020-2021 (July 1, 2020 – June 30, 2021); this was titled "Third Amendment to Agreement for Zoning and Subdivision Ordinance Update"; and

WHEREAS, on the 27th day of July 2021 (retroactively applicable to the 1st day of July 2021, **County and Contractor** amended said **Agreement** (as the "Fourth Amendment to Agreement for Zoning and Subdivision Ordinance Update"); and

WHEREAS, County and Contractor desire to again amend said **Agreement** (as the "Fifth Amendment to Agreement for Zoning and Subdivision Ordinance Update"):

1) to extend the term of work,

Attachment: Draft BOS Resolution 2022-XXX Fifth Amendment to Agreement Mintier Harnish [Revision 2] (RES-2022-492 : Fifth Amendment -

2) to set a maximum compensation for the work, and
3) to identify the Compensation for the County's Fiscal Year (FY) 2022-2023 (July 1, 2022 – June 30, 2023).

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

1. **Agreement**, Paragraph 1, "TERM". The term of this Agreement shall be amended to coincide with the end of the County's fiscal year, the 30th day of June 2023.

2. **Agreement**, Exhibit B, "Project Cost Estimate" shall be modified as shown on the Attachment to this Fifth Amendment to Agreement. The maximum compensation for the work shall not exceed $367,995.44.

3. **Agreement**, Paragraph 3, "COMPENSATION". **Contractor** services performed during County FY 2022-2023 (July 1, 2022 – June 30, 2023) shall not exceed the current funded amount of $50,000 (hereinafter referred to as "ZO/SO Update Funding Five").

4. Pursuant to the Scope of Work (as contained in Exhibit A of the **Agreement** and as modified by the First Amendment to Agreement), ZO/SO Update Funding Five covers the Phases(s), Tasks(s), and level of effort as described in modified Exhibit B for FY 2022-2023 (attached) as well as any uncompleted Phase(s), Task(s), and level of effort for FY 2018-2019, FY 2019-2020, FY 2020-2021 and FY 2021-2022.

Except as herein amended, the Agreement dated the 26th day of March 2019, the First Amendment dated the 11th day of June 2019, the Second Amendment dated the 6th day of August 2019, the Third Amendment dated the 4th day of August 2020, and the Fourth Amendment dated 27th of July 2021 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:	**CONTRACTOR:**
Rosemarie Smallcombe, Chair Board of Supervisors	Jim Harnish, JD, Principal/Owner Mintier Harnish Planning Consultants
ATTEST:	**APPROVED AS TO FORM:**
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Draft BOS Resolution 2022-XXX Fifth Amendment to Agreement Mintier Harnish [Revision 2] (RES-2022-492 : Fifth Amendment -

ATTACHMENT to
FIFTH AMENDMENT TO AGREEMENT

Amended Exhibit B

Mariposa County Zoning and Subdivision Ordinance Update

PHASES/TASKS	F/Y 18 - 19	F/Y 19 -20	F/Y 20-21	FY 21 - 22	FY 22-23	TOTAL
PHASE 1: PROJECT INITIATION	$ 25,853.75	$ 13,245.00	$ 4,186.25	$ 3,060.00		$ 46,345.00
PHASE2: ZONING ORDINANCE	$ 1,480.00	$ 68,378.75	$ 92,698.75	$ 43,226.25	$ 7,500.00	$ 213,283.75
PHASE 3: SUBDIVISION ORDINANCE	$ -		$ -	$ 19,330.00	$ 5,000.00	$ 24,330.00
PHASE 4: REVISED PUBLIC REVIEW DRAFT ZONING AND SUBDIVISION ORDINANCE AND ZONING MAP	$ -		$ 420.00	$ -	$ 5,000.00	$ 5,420.00
PHASE 5: CEQA COMPLIANCE	$ -		$ -	$ -	$ 3,160.00	$ 3,160.00
PHASE 6: PUBLIC REVIEW AND ADOPTION	$ -		$ -	$ -	$ 19,340.00	$ 19,340.00
PHASE 7: ADDITIONAL WORK - TITLE 1	$ 2,230.00	$ 15,807.50				$ 18,037.50
PROJECT MANAGEMENT	$ 4,265.00	$ 8,647.50	$ 3,561.25	$ 7,138.75	$ 6,000.00	$ 29,612.50
DIRECT COSTS	$ 2,124.71	$ 1,877.79	$ 301.41	$ 162.78	$ 4,000.00	$ 8,466.69
PROJECT TOTAL	$ 35,953.46	$ 107,956.54	$ 101,167.66	$ 72,917.78	$ 50,000.00	$ 367,995.44

Attachment: Draft BOS Resolution 2022-XXX Fifth Amendment to Agreement Mintier Harnish [Revision 2] (RES-2022-492 : Fifth Amendment -

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2019-161

MEETING: March 26, 2019

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Zoning and Subdivision Ordinances Update

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Mintier Harnish Planning Consultants to prepare an update of Mariposa County's Zoning and Subdivision Ordinances to implement the County's adopted General Plan; and authorize the Board of Supervisors Chair to sign the Agreement.

The Mariposa County General Plan was adopted in December of 2006. The General Plan provides the long-range (20 year) vision and policy direction defining what the County is and wants to become. The General Plan's implementation is described as the "foundation for the future" guiding the County's growth and development. According to the General Plan, and pursuant to state law, the Board of Supervisors implements the General Plan through development and adoption of ordinances and standards.

Staff has made some progress to implement General Plan policies, but significant progress has been limited by competing priorities, unexpected new issues, emergency events, and limited staff resources. The Board of Supervisors has repeatedly expressed their interest in completing these code amendments, to be consistent with the General Plan; this agreement will result in a comprehensive review and update of these development codes.

On February 6, 2019, a solicitation for proposals was distributed by email to professional organizations and networks, and a number of individual consulting firms. The deadline for submittal of proposals was February 28, 2019. Planning's Director, Deputy Director and Senior Planner reviewed the proposals received, and selected the top proposal.

The recommended contract period for this project will be from March 26, 2019 until December 31, 2020. The project's funded amount for the current FY is $75,000. Additional funding for the agreement for continued work in FY 19/20 will have to be identified and approved, in order to continue progress on the project. The total project

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier Harnish)

Resolution - Action Requested 2019-161

cost is $263,076 (with a 10% recommended contingency for unanticipated costs), which means an additional $188,076 will need to be identified and budgeted. As part of the proposal, the consultant will assist the county in submitting an application for SB-2 funding (the Building Homes and Jobs Act) to offset the majority of the remaining costs of the update. The maximum award for SB-2 funding for small localities (less than 60,000 in population) is $125,000. If the maximum SB-2 funding is received, the additional monies needed in FY 19/20 to complete the contract would be $63,076.

The Agreement anticipates additional funding to complete the work on the updated development codes. The additional funding will be memorialized in amendments to the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

2018 (June): Board of Supervisors assigned high priority to updating the Zoning and Subdivision Ordinances to implement the General Plan; the Board approved funding in Planning's Professional Services budget for FY 18/19, to commence the process to update these two chapters of county code

2018 (February): Board of Supervisors approved the Mariposa County General Plan Strategic Implementation Work Plan, to prioritize and guide the implementation of the County's General Plan

2006: Board of Supervisors adopted the Mariposa County General Plan

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the agreement or modify the content or terms of the agreement.

Negative action would mean no consultants are used to complete General Plan Implementation.

ATTACHMENTS:
1 190228 FINAL Agreement_Mariposa County Zoning Subdivision Ordinances Update (DOCX)
2 190228 Exhibit A_Mariposa ZCU and SU Proposal (PDF)
3 190228 Exhibit B_Mariposa ZCU and SU_Project Cost Estimate (PDF)
4 181031 SB-2 Monies (PDF)
5 190318 SB-2 Monies Last Quarter 2018 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier Harnish)

RES. NO. 19-161

AGREEMENT FOR COUNTY OF MARIPOSA

ZONING AND SUBDIVISION ORDINANCES UPDATE

THIS AGREEMENT ("Agreement") is made and entered into this 26th day of March, 2019, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mintier Harnish Planning Consultants ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written, and shall continue until all authorized work is approved by the County or December 31, 2020, whichever is earlier.

2. SERVICES

Contractor shall prepare Mariposa County Zoning Ordinance and Subdivision Ordinance Updates, as described in Exhibit A, "Mariposa County Zoning and Subdivision Ordinances Update Proposal for Services", dated February 28, 2019, which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform funded phases, tasks and subtasks as described in the Scope of Work, specifically identified and described in Exhibit A, subject to available funding as provided in Section 3 of this Agreement.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed the current funded amount of $75,000.00 (hereinafter referred to as "ZO/SO Update Funding One"). Pursuant to the Scope of Work (as contained in Exhibit A), ZO/SO Update Funding One covers the Phase(s), Task(s), and level of effort as described in Exhibit B for FY 18/19.

It is anticipated that additional funding amounts to cover the project's full Scope of Work will be available in the future. These additional amounts, to cover specifically identified phases, tasks and subtasks, will be addressed via amendment(s) to this Agreement.

The Contractor's 2019 hourly rates are listed in Exhibit B, "Project Cost Estimate". The County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount for funded phases, tasks or subtasks, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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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,

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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

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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:
Mintier Harnish
Planning Consultants
1415 20th Street
Sacramento, CA 95811
P: (916) 446-0522

COUNTY:
County of Mariposa Planning Department
Sarah Williams, Planning Director
P.O. Box 2039 / 5100 Bullion Street
Mariposa CA 95338
P: (209) 966-5151

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F: (916) 446-7520
jim@mintierharnish.com

F: (209) 742-5024
swilliams@mariposacounty.org

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

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

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Mariposa County Zoning and Subdivision Ordinances Update Proposal for Services", dated February 28, 2019." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

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

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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

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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

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Jim Harnish, JD, Principal/Owner
Mintier Harnish Planning Consultants

ATTEST:

René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Exhibit A

"Mariposa County Zoning and Subdivision Ordinances Update Proposal for Services", dated February 28, 2019

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EXHIBIT A

Proposal for Preparation of the Mariposa County Zoning Ordinance and Subdivision Ordinance Update

February 28, 2019

Submitted to Mariposa County by:

Mintier Harnish
Jacobson & Wack

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PROJECT UNDERSTANDING

Our understanding of the Mariposa County Zoning (Title 17) and Subdivision Ordinance (Title 16) update project is based on both our review of the County's Request for Proposals and review of the General Plan Strategic Implementation Work Plan. We understand the County expects us to prepare Zoning and Subdivision Ordinance Updates that include all the changes specified in the General Plan Strategic Implementation Work Plan. while ensuring that the updated Ordinances are in compliance with recent changes in State law and adhere to existing policies in the 2006 General Plan. 2014-2019 Housing Element. and other community and Town Plans.

We recognize the County's desire for a transparent update process involving the Board of Supervisors. Planning Commission. and numerous other County commissions and committees. stakeholders. and members of the community. The County expects the selected Consultants to prepare and facilitate a robust and extensive community engagement program. including community meetings and workshops. and Board and Commission study sessions. to facilitate discussion and feedback on the updated Ordinances. The County also expects the updated Zoning and Subdivision Ordinances to be responsive to recent planning and development trends and reflect current best management practices. The updated Ordinance provisions should be intuitively organized. user-friendly. clearly written. extensively illustrated. and efficient to administer. enforce. and amend.

We anticipate working closely with County staff throughout the process of document preparation. review. and adoption. and being highly responsive to any evolving County expectations that may emerge as the updated Zoning and Subdivision Ordinances are drafted. reviewed. and adopted.

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THEMES OF OUR APPROACH

Based on our understanding of the County's expectations for the Zoning and Subdivision Ordinances Update. we identified six themes for our approach to the project. These themes serve as the organizing principles for our proposed work program.

Closely Collaborate with Staff. Close collaboration with County staff throughout the project is an essential part of our approach. While our team has unparalleled experience with updating zoning and subdivision ordinances and unified development codes for over 120 cities and counties in the state. County staff possesses the detailed working knowledge of Mariposa County's existing regulatory structure and policy initiatives. We will establish a close working relationship and regular communications with County staff throughout the project. We will work with County staff early on to establish communication protocols and the document review process. We will form an integrated and seamless staff/consultant project team. We will also provide assistance with reviewing the updated Zoning and Subdivision Ordinances with select County staff to ensure that staff is ready to begin implementation of the updated Ordinances on the effective date.

Clearly Define Issues and Opportunities. Key to the success of the Zoning and Subdivision Ordinances Update is clearly identifying and defining the issues to be addressed and opportunities for improvement. We will facilitate a series of meetings and stakeholder interviews. and study sessions to confirm or refine the work program; thoroughly define and explore issues and opportunities; and prioritize the tasks.

Implement Adopted Laws, Regulations, and Policies. A basic purpose of this Zoning and Subdivision Ordinances Update is to assure that the County complies with all adopted Federal. State. and County laws. regulations. and policies. We will assure this purpose is fulfilled. The updated Ordinances will address new Federal telecommunication regulations that limit local review and allow small cell/and co-location. as well as the content neutrality requirements for sign regulations. The Ordinances will address State law related to water efficient landscaping. affordable housing. accessory dwelling units. and several other topics. We will implement the 2006 General Plan. 2014-2019 Housing Element. existing Community and Town Plans. and the General Plan Strategic Implementation Work Plan.

Explore Creative, New Ideas. We will present for County staff consideration of new and innovative approaches to addressing key issues and capitalizing on opportunities to improve the Zoning and Subdivision Ordinances. We will base these approaches and choices on our understanding of best practices in zoning and subdivision regulations and our extensive experience working with a wide array of cities and counties throughout California.

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Streamline the Regulatory Process. The updated Zoning and Subdivision Ordinances will establish a more comprehensive streamlined process for development review. This could include providing for more by-right uses with revised development standards and more efficient administrative provisions. including increased use of administrative permits. Where discretionary permits are required. the Ordinances will establish an updated review process that is clear. efficient. appropriate to the requested entitlement. and easily accessible for public input.

6

Deliver User-Friendly Zoning and Subdivision Ordinances. While technical and regulatory by definition. there is no need for the Ordinances to be difficult to use and understand. The updated Ordinances will be user-friendly and presented in a modern format that is easily read and understood by residents. permit applicants. County staff. the Planning Commission. and Board of Supervisors. The content. format. and presentation of the Zoning and Subdivision Ordinances will provide all users with a clear understanding of the land use regulations. development standards. and permitting and administrative processes. We will provide graphic illustrations and consolidated tables where useful and appropriate. We will eliminate all internal inconsistencies and the use of overly technical language.

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Optional Project Approach: Unified Development Code

An optional approach to the Zoning and Subdivision Ordinances update for the County's consideration is the preparation of a Unified Development Code. A Unified Development Code combines the Zoning and Subdivision Ordinances into one document that is fully integrated. rather than two stand-alone ordinances. As with the separate update of both Ordinances identified in the RFP. a Unified Development Code will be:

- User friendly;
- Written in clear. concise. easy-to-understand language;
- Internally consistent;
- Visually enhanced using quality graphics. tables. and matrices;
- Responsive to current development trends; and
- Easy to administer. enforce. and update.

We believe this approach is a viable and achievable option that our team has extensive experience with. and we would be glad to discuss this approach with you further. if interested. Please refer to our references section on pages 25-27 for a list of and links to Unified Development Codes we have prepared for jurisdictions across California.

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WORK PROGRAM

The following work program is based on our understanding of the County's needs and our experience with many other similar projects. ***We are prepared to revise the work program as necessary to better satisfy the County's expectations for the project and its available budget.***

Phase 1 – Project Initiation

The Consultants will develop an in-depth understanding of Countys expectations. needs. and objectives. as expressed by County staff. for the updated Zoning and Subdivision Ordinances before beginning our work on the updated document.

Tasks:

1.1 **Kick-Off Meeting, Scoping Meeting, and County Tour.** The Consultants will facilitate a project kick-off meeting with County staff. The meeting should include the County Project Manager. and at various times throughout the meeting. front line counter staff. County Counsel. and representatives from other County departments customarily involved in permit processing. review. and proposing conditions of approval. Topics to be addressed at the meeting include the following:

- Review/clarify the County's expectations and needs for the Zoning and Subdivision Ordinances update
- Discuss the deficiencies of the existing Ordinances; review the Planning staff "fix-it" lists as well as lists from other County departments (i.e.. County Counsel and Engineering)
- Refine the project work program. community engagement. budget. and schedule as necessary
- Review and discuss the updated Zoning and Subdivision Ordinances format. style. and organization
- Discuss documents relevant to the Project including the 2006 General Plan. 2014-2019 Housing Element. existing Zoning and Subdivision Ordinances. and development standards from other community plans (i.e.. Cathey's Valley) and Town plans (i.e.. Fish Camp. Wawona) within the county
- Review and discuss the Mariposa County General Plan Implementation Work Plan and related themes that can be interwoven into the Zoning and Subdivision Ordinances Update process (i.e.. tree mortality. drought. wildland fire hazards and wildland urban interface. event venues in rural areas. workforce and employee housing. and economic vitality).

Following the meeting. the Consultants will tour key county locations selected by County staff that highlight examples of key zoning and subdivision related issues and to gain further understanding of development issues. The Consultants will prepare a meeting agenda for delivery to the County's Project Manager at least a week before the scheduled

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kick-off meeting. Following the meeting. the Consultants will prepare meeting notes for use by County staff and the Consultants.

1.2 **Community Engagement Strategy.** The Consultants will work with the County's Project Manager to design an effective community engagement program for obtaining informed public input for the updated Zoning and Subdivision Ordinances before initiating the formal preparation. public hearing. and adoption process. This task may involve meetings with County staff. County Counsel. decision-makers. commissions. committees. and the public. as a conclusion to the initial work on the updated Zoning and Subdivision Ordinances. We will work with the County's Project Manager to define the complete scope of the public outreach but suggest that the following components be the starting point for public input:

1.2.1 **Stakeholder Interviews.** We will facilitate up to 16 meetings or interviews over a two-day period with individuals and groups (e.g.. builders. developers. real estate brokers. civil engineers. architects. business and property owners. elected and appointed officials. and residents). as well as key County staff. identified by the County's Project Manager as key stakeholders who can identify issues relative to the County's development regulation and review process. Upon completion of the Stakeholder Interviews. the Consultants will prepare a Stakeholder Summary Report highlighting the results of the interviews and next steps of the Project.

1.2.2 **Community Workshops.** The Consultants will facilitate up to two community workshops with stakeholders. special interest groups. and community members. The community workshops will provide a platform for community members to evaluate. review. and discuss the updated Draft Zoning and Subdivision Ordinances. Consultants will assist County staff in facilitating the workshops.

1.2.3 **County Commissions and Committees.** The Consultants will facilitate a joint study session with interested County Commissions and Committees (i.e.. Agricultural Advisory Committee. Community Planning Advisory Committees. Historic Sites and Records Preservation Commission. Surface Mining Technical Advisory Committee). Consultations with commission and committee members are considered key components in the development review process. since their roles consist of providing regulatory recommendations on development proposals. The purpose of this task is for the commission and committee members to evaluate. review. and discuss the updated Draft Zoning and Subdivision Ordinances. Consultants will assist County staff in facilitating the Commission and Committee study session.

1.2.4 **Planning Commission and Board of Supervisors Study Sessions.** The Consultants will facilitate two joint Planning Commission/Board of Supervisors study sessions.

The first joint study session for the Commission and Board would be scheduled at the kick-off of the project prior to Task 1.4 (Summary Matrix of Zoning and Subdivision Ordinance Issues). allowing Commission and Board members an opportunity to comment on the areas of the Zoning and Subdivision Ordinances that they feel should be updated as part of this process. The Consultants will make a detailed presentation. including preparation of a PowerPoint highlighting update goals. schedule. community engagement activities. and project milestones.

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The second joint study session is for the Commission and Board to review in detail the updated Draft Zoning and Subdivision Ordinances. The Consultants will make a detailed presentation. including preparation of a PowerPoint Presentation. of the major changes to the Ordinances. the reason for the changes. and how the updated Ordinances will be administered. This study session is intended to be a "roll-up-the-sleeves" work session designed to prepare the Commission and Board for public hearings.

Any, or all, of the above listed workshops, study sessions, meetings, or interviews are available to the County; the final choices are up to the County's Project Manager. The Consultants will attend additional meetings on a time-and-materials basis. Any of these interviews and meetings could take place in the evenings or on the weekend if that would provide a more relaxed working session for the participants.

1.3 **Diagnostic Document Review.** The Consultants will thoroughly review all County documents relevant to the updated Zoning and Subdivision Ordinance project. including the 2006 General Plan. 2014-2019 Housing Element. and other community plans (i.e.. Cathey's Valley) and Town plans (i.e.. Fish Camp. Wawona) within the County.

1.4 **Summary Matrix of Zoning and Subdivision Ordinance Issues.** The Consultants will prepare an initial Summary Matrix of Zoning and Subdivision Ordinance Issues. The Matrix will identify General Plan. Housing Element. and County Town Plans driven changes. the likely solutions and revisions. and where the solutions/revisions will be addressed in the Ordinance preparation process. The Consultants will use the Matrix to track revisions to the Zoning and Subdivision Ordinances and assist in the preparation of a staff report when adopting the Ordinances.

1.5 **Draft Zoning and Subdivision Ordinance Format, Outline, and Style Guide.** Based on direction from County staff in Task 1.1. as well as feedback received from the Stakeholder Interviews (Task 1.2). the Consultants will finalize an annotated Zoning and Subdivision Ordinances outline/table of contents. style sheet. list of common terms to use and not to use. and sample chapter format to illustrate the recommended format and style of the Ordinances. which we will design to maximize document organization and readability. resulting in truly "user-friendly" updated documents. (See an example table of contents and style sheet in with a list of common terms in the Appendix.) We will also prepare a Style Guide that will establish uniform use of words and phrases in the Ordinances (e.g.. Board instead of Board of Supervisors. avoiding use of "should").

PRODUCTS:

- *Refined scope of work (including a refined budget and project schedule) and expanded "fix-it" list*
- *Community Engagement Strategy (digital version, Word/PDF)*
- *Stakeholder Summary Report (digital version, Word/PDF)*
- *Summary Matrix of Zoning and Subdivision Ordinances Issues (digital version, Excel/PDF)*
- *Zoning and Subdivision Ordinances Format, Outline, and Style Guide*

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Phase 2 – Zoning Ordinance

The Consultants will prepare the updated Zoning Ordinance. including Subtitle 17.300 (Town of Mariposa) in three components: 1) Zoning District Provisions. 2) General Development and Specific Use Standards. 3) Administrative Provisions. This will make it easier for County staff to review the Draft Zoning Ordinance and give timely feedback when presented in phases. The Consultants recommend preparation and delivery of an Administrative Draft Zoning Ordinance in several segments. rather than in a single deliverable. Our experience indicates that it is easier for County staff to give timely feedback and review of the Draft Zoning Ordinance when presented in segments. The order and content of the segments can be modified as desired by County staff. As an alternative. if County staff prefers. we can prepare a complete Administrative Draft Zoning Ordinance prior to County review.

Tasks:

2.1 **Zoning District Provisions.** The Consultants will draft the Chapters of the updated Zoning Ordinance containing regulations applicable to specific residential. commercial. industrial. mixed-use and miscellaneous/combining zoning districts. and any new districts (i.e.. dam inundation overlay district). As part of this task. the Consultants will review the land use designations to ensure consistency with the 2006 General Plan. 2014-2019 Housing Element. and implementation of community plans and Town Plan policies.

- **A description of each zoning district**. including a General Plan driven "purpose" statement and an overview of the land uses allowed within each district.
- **A land use classification system** that clearly identifies uses allowed in each zoning district with an emphasis on allowing as many by-right uses as is reasonably appropriate. The classification system organized in tables will employ up-to-date terminology and an appropriate combination of specific and generic land use types.
- **Development standards** for each zoning district (e.g.. building envelope standards. height limitations. setback requirements. floor area and site coverage requirements) organized in tables and graphically illustrated.

The Consultants will submit the Administrative Draft to County staff for review and comment. County staff will provide comments in a single set of consolidated comments in Microsoft Word "track-changes." The Consultants will facilitate a series of meetings or conference calls to review and discuss staff comments on the Administrative Draft. Following these discussions. we will prepare the Preliminary Draft.

2.1 **General Development and Specific Use Standards.** The Consultants will draft the chapters of the updated Zoning Ordinance that contain regulations that apply in multiple zoning districts and overlay/combining districts. and regulations for specific land uses. At a minimum. these chapters will address the following topics:

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- **General site planning and development standards** that could apply to a variety of land uses regardless of the applicable zoning district. Additionally. these standards will address. as appropriate. site access requirements. fences. hedges. walls. and screening; noise regulations. outdoor lighting standards in compliance with recommendations from the International Dark Sky Association; performance standards. solid waste and recyclable storage standards; and undergrounding utilities.
- **Affordable housing requirements in compliance with state-mandared standards,** including supportive housing. transitional housing. and employee housing; inclusionary housing. density bonus provisions; single-room occupancy (SRO) provisions. standards for large residential care facilities. and related incentives.
- **Landscape standards,** including water efficient standards. specific requirements for preliminary and final landscape plan submittal and review. tree preservation and protection. and the inclusion of flood and drainage channels into landscape plans.
- **Airport Overlay Zone,** including development standards. uses. airspace protection. and airport noise from the Mariposa Airport. Specific revisions for review and approval of projects within the Mariposa Airport Land Use Planning Area will be part of Administrative Draft Provisions.
- **Off-street parking, loading, and bicycle standards**. including contemporary parking and loading numbers. space. and design requirements; pedestrian circulation requirements; blended parking requirements; and bicycle and motorcycle parking.
- **Sign regulations** that provide clear standards for signs by zoning district and by sign type. We will consider all types of allowable/desired signs for inclusion in the sign provisions. including temporary signs. We will review and update procedures for sign review to make the process more understandable and easily administered. including provisions for dealing with nonconforming signs. We will provide extensive. illustrative graphics to clarify sign requirements. We will ensure that the sign provisions comply with content neutrality requirements. Consultation with County Counsel is desirable.
- **Standards for specific uses** will include and address specific land uses as deemed appropriate by the County. including among other topics. accessory dwelling units; accessory retail uses; adult-oriented businesses; alcohol-related uses (i.e.. liquor sales. breweries. taprooms. wineries); small-scale alternative energy; childcare facilities; cottage food facilities; emergency shelters; entertainment and recreation uses. including wedding venues; home occupations; mixed-use developments; mobile food vendors; mobile homes; multifamily housing; outdoor and personal storage; recycling facilities; residential accessory uses and structures; recreation and resort uses; temporary uses; vehicle-oriented uses; and wireless telecommunications. including small-cell.
- **Environmental performance-based standards** as determined by County staff to be appropriate.

The Consultants will submit the Administrative Draft to County staff for review and comment. County staff will provide comments in a single set of consolidated comments in

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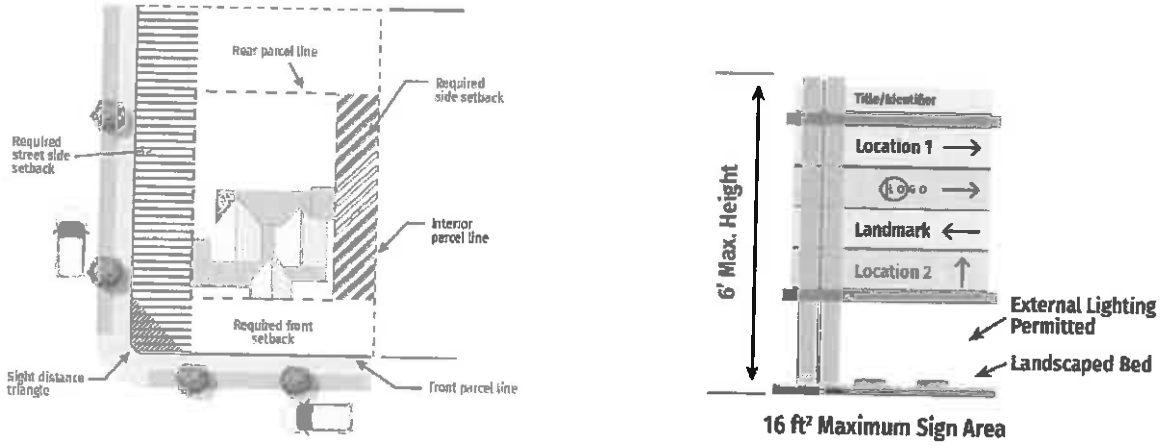
Microsoft Word "track-changes." The Consultants will facilitate a series of meetings or conference calls to review and discuss staff comments on the Administrative Draft. Following these discussions. we will prepare the Preliminary Draft.



Example Zoning Ordinance graphics: Site standards and sign standards

2.3 **Administrative Provisions.** The Consultants will draft the chapters of the updated Zoning Ordinance that contain administrative and development application filing and processing procedures. At a minimum. these chapters will address the following topics:

- **Purpose and adoption of the Zoning Ordinance,** applicability. responsibility and administrative authority. interpretation procedures. and provisions. addressing applications deemed complete. not yet decided. that may be affected by the adoption of. and future amendments to the Zoning Ordinance.
- **Definition of roles** of each project review authority. including the Planning Director. the Zoning Administrator. the Planning Commission. the Board of Supervisors. and all other applicable entities.
- **Procedures for discretionary permits,** conditional and administrative use permits. design review/historic review. home-based occupations. reasonable accommodations. site plan review. temporary uses. transportation demand management plans. variances. and other project review procedures. appeals. public hearings. nonconforming use and structure provisions. and amendments. development agreements. and specific plans.
- **Enforcement provisions,** including. but not limited to. legal remedies. procedural requirements. cost recovery related to enforcement actions. and property owner/violator rights and appeal procedures.
- **Definitions** of technical terms and phrases. including abbreviations. and land uses.

The Consultants will submit the Administrative Draft to County staff for review and comment. County staff will provide comments in a single set of consolidated comments in Microsoft Word "track-changes." The Consultants will facilitate a series of meetings or conference calls to review and discuss staff comments on the Administrative Draft. Following these discussions. we will prepare the Preliminary Draft.

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2.4 **Preliminary Draft Zoning Ordinance.** The Consultants will revise the Administrative Draft Zoning Ordinance based on County staff direction and prepare the remaining parts of the Preliminary Draft Zoning Ordinance. including a detailed table of contents. graphics. and illustrations. Graphics will be incorporated throughout the Ordinance where they may assist users in visualizing the meaning and applicability of development standards. There will be no limit on the number of graphics provided.

2.5 **Public Review Draft Zoning Ordinance.** The Consultants will prepare the Public Review Draft Zoning Ordinance based on County staff direction.

PRODUCTS: *Administrative Draft Zoning Ordinance, submitted in individual articles (digital version, Word)*
Preliminary Draft Zoning Ordinance (complete) (digital version, Word)
Public Review Draft Zoning Ordinance (complete) (digital version, Word)

Phase 3 – Subdivision Ordinance

The Consultants will prepare an updated Subdivision Ordinance that at a minimum will establish a mechanism/procedure for minimum density subdivisions. require adequate infrastructure prior to approval. require necessary studies related to water supply. wastewater supply. solar access. and hydrologic hazards. as well as meeting the additional requested items in Task 1.6 of the General Plan Strategic Implementation Work Plan.

Tasks:

3.1 **Administrative Draft Subdivision Ordinance.** The Consultants will update the County's subdivision regulations (Title 16 - Subdivisions) in full compliance with current State Subdivision Map Act requirements. case law. Attorney General opinions. and consistent and integrated with the zoning regulations. The provisions will also reflect the Work Program vision and policies of the General Plan. In addition to any other topics desired by the County. this article will provide:

- Updated procedures for the processing of tentative. parcel. and final maps. certificates of compliance. lot consolidation. lot line adjustments. mergers. and public improvements.
- All provisions required by the Subdivision Map Act and reference the Map Act wherever appropriate. The appropriate degree of referencing versus codifying applicable portions of the Map Act will be reviewed with County staff before preparation of this material.
- Effective references to related zoning and other applicable development regulations that must be considered in subdivision design.
- Street and parkway design standards for small-lot single-family development.
- Standards for condominium. townhouse. and other types of subdivided residential and nonresidential projects and conversions. as determined appropriate by the County.

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The Consultants will submit the Administrative Draft to County staff for review and comment. County staff will provide comments in a single set of consolidated comments in Microsoft Word "track-changes." The Consultants will facilitate a series of meetings or conference calls to review and discuss staff comments on the Administrative Draft. Following these discussions. we will prepare the Preliminary Draft.

3.2 **Preliminary Draft Subdivision Ordinance.** The Consultants will revise the Administrative Draft Subdivision Ordinance based on County staff direction and prepare Preliminary Draft Subdivision Ordinance.

3.3 **Public Review Draft Subdivision Ordinance.** The Consultants will prepare the Public Review Draft Subdivision Ordinance based on County staff direction.

PRODUCTS: *Administrative Draft Subdivision Ordinance (complete) (digital version, Word)*
Preliminary Draft Subdivision Ordinance (complete) (digital version, Word)
Public Review Draft Subdivision Ordinance (complete) (digital version, Word)

Phase 4 – Revised Public Review Draft Zoning and Subdivision Ordinances and Zoning Map

Tasks:

4.1 **Revised Public Review Draft Zoning and Subdivision Ordinances.** The Consultants will prepare a complete Revised Public Review Draft Zoning and Subdivision Ordinances and forward an electronic copy to County staff for distribution and use during the public hearing and adoption phase.

4.2 **Updated Zoning Map.** The Consultants assume County staff will be responsible for updating the County Zoning Map. We will assist County staff as necessary with interpreting the necessary changes to the map.

PRODUCT: *Revised Public Review Draft Zoning and Subdivision Ordinances (digital version, Word)*

Phase 5 – CEQA Compliance

The Consultants will conduct an environmental review of the Revised Public Review Draft Zoning and Subdivision Ordinances and updated Zoning Map consistent with the requirements of CEQA. The Consultants will prepare a technical memorandum supporting a finding of consistency of the updated Zoning and Subdivision Ordinances and Zoning Map with the 2006 General Plan Program EIR. If the County determines an Addendum to the EIR is required. we will discuss the additional cost for this work.

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Task 6– Public Review and Adoption

Tasks:

6.1 **Planning Commission Public Hearing.** The Consultants will attend and participate in one public hearing with the Planning Commission to review the Revised Public Review Draft Zoning and Subdivision Ordinances. If desired by the County. the Consultants will attend additional meetings on a time-and-materials basis. Based on the Planning Commission recommendation. the Consultant will prepare an errata sheet describing Planning Commission-recommended changes for consideration by the Board of Supervisors.

6.2 **Board of Supervisors Public Hearing.** The Consultants will attend and participate in one public hearing with the Board of Supervisors to consider the Planning Commission recommendations and adoption of the Revised Public Review Draft Zoning and Subdivision Ordinances. If desired by the County. the Consultants will attend additional meetings on a time-and-materials basis.

6.3 **Screen Check Final Zoning and Subdivision Ordinances.** After adoption of the Revised Public Review Draft Zoning and Subdivision Ordinances and before its effective date. the Consultant will prepare a final version. incorporating all changes made by the Board of Supervisors. The Consultants will provide a screen check version so that County staff can verify that the document accurately incorporates all changes approved by the Board during their adoption process.

6.4 **Final Zoning and Subdivision Ordinances.** The Consultants will prepare the final Zoning and Subdivision Ordinances for delivery to the County for codification and publication. The Consultants will provide a reproducible camera-ready copy of the adopted document and an electronic copy in Microsoft Word software. Graphics will be provided in both reproducible hard copy form and in electronic form.

PRODUCTS: *Screencheck Final Zoning and Subdivision Ordinances (complete) (digital version, Word)*
Final Zoning and Subdivision Ordinances (complete) (digital version, Word/PDF)

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier Harnish)

PROJECT BUDGET

Zoning and Subdivision Ordinance Updates can vary widely in requirements for County staff and Consultant time and costs. The level of effort reflected in our time and cost. estimates what is required for a Comprehensive Update to both the Zoning and Subdivision Ordinances. Based on reviewing the Request of Proposals. we understand that the County currently has $75.000 allocated for this fiscal year through June 2019. with the possibility of additional funding in the next fiscal cycle.

Our cost estimate reflects our recent experience with projects of similar scope and complexity. If appropriate. we will meet with staff to discuss our assumptions for each task and subtask. and make sure staff is comfortable with our budget estimates. We also suggest the budget include a 10 percent contingency for unanticipated costs.

SB-2 Funding

To fully provide the County with the requested Scope of Work listed in Task 1.5 and 1.6 of the General Plan Strategic Implementation Work Plan. we propose assisting the County in submitting an application for SB-2 Funding to offset a majority of the remaining cost of the update. SB-2 funding has a maximum reward of $125.000 for small localities with less than 60.000 in population. The combined potential funds from SB-2. in conjunction with the already allocated $75.000 and potential additional County funding in the next fiscal cycle will be adequate to complete a comprehensive update of both ordinances.

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Placeholder for Budget

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PROJECT SCHEDULE

Based on the scope of work outlined above. we propose to complete an Administrative Draft of the Zoning District Provisions (Task 2.1) by June 30. 2019. (end of FY 2018-2019). We anticipate with additional funding and the potential of SB-2 funds to complete the Public Review Draft of the updated Zoning and Subdivision Ordinances (Task 2.2-6.4) within approximately 9-12 months starting FY-2019-2020. Our experience with other similar projects suggests that the critical path in meeting this schedule is the time required by County staff to review the Administrative and Preliminary Draft Zoning and Subdivision Ordinances in order to provide direction to the Consultants for any desired changes.

Adoption of the updated regulations and the preparation of final documents are dependent upon the scheduling and completion of community workshops and Planning Commission and Board of Supervisors study sessions and hearings. We can discuss the County expectations and more specific milestones and related delivery dates during project initiation and completion of Task 1.1 (Kick-Off Meeting. Scoping Meeting. and County Tour).

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PERSONNEL AND QUALIFICATIONS

Description of Consultant Team

We propose to assist Mariposa County in preparing the updated Zoning and Subdivision Ordinances with the team of Mintier Harnish and Jacobson & Wack. The two firms have collaborated on several zoning code projects over the last decade and are currently working together on zoning code updates for the cities of Gilroy. Folsom. and Santa Clara and counties of Merced. Sierra. and Fresno.

Mintier Harnish
1415 20th Street
Sacramento. CA 95814
916-446-0522 (office) 446-7520 (fax)
jim@mintierharnish.com

Mintier Harnish is a Sacramento-based planning consulting firm specializing in development. land use. regulatory. and environmental issues. The firm's clients include public agencies. development companies. and law firms. Mintier Harnish has been involved in approximately 50 comprehensive general plan updates. over 70 housing element updates. and a dozen comprehensive zoning ordinance updates.

Jacobson & Wack
9530 Hageman Road. Suite B 205
Bakersfield. CA 93312
661-213-4100 (office) 213-4111 (fax)
jwplans@bak.rr.com

The partnership of Jacobson & Wack is a specialized firm providing planning consulting services exclusively to California cities and counties since 1980. Mr. Jacobson and Mr. Wack represent approximately 60 years of collective local planning experience in the public sector and in private consulting practice. Jacobson & Wack specializes in the implementation of community planning programs through the preparation of development codes. zoning codes. subdivision ordinances. local coastal programs. and rezoning studies and related programs. Jacobson & Wack has worked on over 120 development codes. zoning ordinances. subdivision ordinances. and design guidelines.

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Advantages of Our Team

We believe that our team offers Mariposa County an ideal combination of background and expertise for preparing all components of the updated Zoning and Subdivision Ordinances. Our extensive knowledge and experience will ensure that all documents produced will not only be of high technical quality. but are also designed to be "user-friendly." clear. practical. understandable. and easily administered and updated. All team members have strong reputations for producing timely. high-quality work. We believe that our team offers the following advantages:

Zoning and Subdivision Ordinance Experience and Innovation. Significant experience with the drafting and adoption of zoning and subdivision ordinances. development codes. and other types of development regulations and associated public participation efforts. **The City of San Bernardino Development Code, completed by Jacobson & Wack, received a national award from the American Planning Association (APA), and team members have also received numerous awards from the California Chapter of the APA.** These demonstrate our ability to create solutions to zoning and planning problems that are both innovative and practical.

Unparalleled Understanding of Planning Processes. Extensive "hands on" experience with all levels of zoning and subdivision ordinance administration. ranging from answering zoning inquiries at the "front counter." to the processing of land use permit applications and preparation of staff reports. to division and department management. We have personally drafted zoning. subdivision. grading. and building ordinances. and then been responsible for the administration and enforcement of those regulations. We understand the wide array of day-to-day issues County staff must address in ordinance administration. and the needs of the public for timely. accurate responses to their questions.

Besides our past experience. our work in zoning and subdivision ordinance administration is ongoing for several public agency clients. Therefore. our ordinance drafting reflects hands-on experience and understanding of current needs and trends within planning and community development departments and is not simply an academic or theoretical exercise based on working with ordinances at some point in the past.

Leaders in Public Outreach. We have decades of experience with successful public participation and outreach programs. including public workshops. focus group meetings. one-on-one interviews. and use of publicity and noticing materials of all types. Our team has conducted hundreds of highly productive stakeholder interviews. facilitated countless community workshops. and worked with staff. planning commission. and boards of supervisors throughout California. We understand the many needs and purposes of an effective outreach program. including open communication. education. input. and validation.

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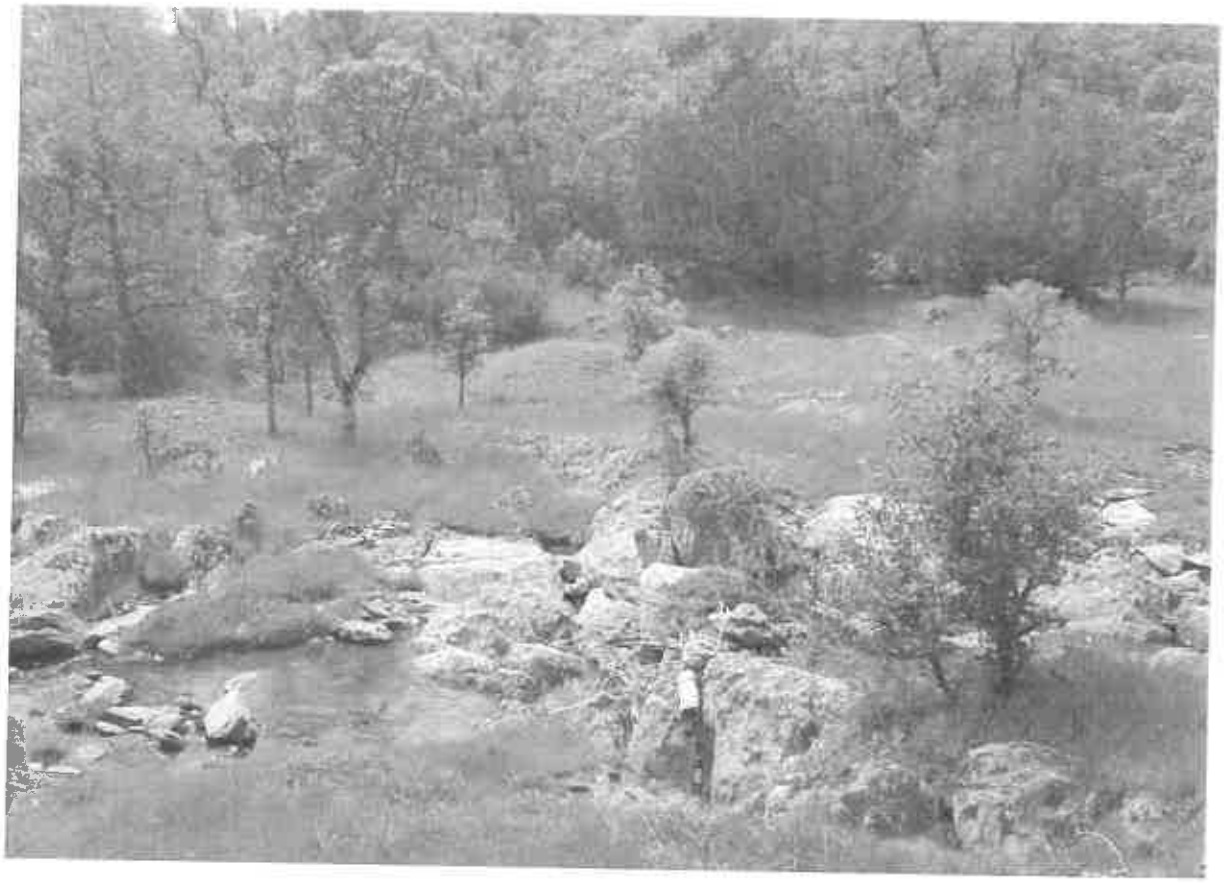
Effective Working Relationships. Our established, effective working relationships as a consultant team, developed from numerous projects, enable us to provide efficient and cost-effective services. We have been working as a team on zoning and subdivision ordinances for over 15 years. We also value our working relationships with our municipal clients and have a long list of very satisfied clients.

5

Principal Involvement. Our Principals are actively involved in every project. We believe that to provide our clients with the highest-quality service, the most experienced people in our firms cannot just be figureheads, but must play key roles in carrying out the work. This includes involvement in every aspect of the zoning and subdivision ordinances update, including closely reviewing sections of the ordinances, participating in regular check-in calls with staff, and attending meetings. Our emphasis on Principals ensures that our products reflect the most extensive experience and informed analyses.



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Consultant Team Member Profiles

Jim Harnish, JD, Principal

Jim Harnish has been a planner since 1970. He is also an attorney with extensive experience in regulatory and environmental compliance. He has managed large organizations for both public agencies and private consulting firms. He is familiar with every aspect of the local government planning process and regulatory environment. Jim has been the Planning Director for the cities of Galt. Folsom. and South San Francisco.

Jim has a wide range of professional skills. He is very effective interacting with staff. elected officials. and large groups of people. He has extensive experience in public outreach and consensus building. He relates well to a broad spectrum of people and has an understanding of competing community interests. making him an effective problem solver.

Jim has prepared zoning ordinance revisions or updates for the cities of Folsom. Gilroy. Roseville. Santa Clara. Santa Rosa; the counties of Fresno. Merced. Kern. Sierra; and the Mountain House New Town in San Joaquin County.

Jim's most recent planning projects include general plan updates for the cities of Gilroy. Merced. Millbrae. Hayward. Sacramento. and Windsor; the counties of Merced and San Joaquin. Mr. Harnish holds a Juris Doctor from McGeorge School of Law (University of the Pacific) and a BA in History from UC Davis.

Bruce Jacobson, AICP, Principal

Principal with Jacobson & Wack. Bruce Jacobson is a land use planner and administrator with over 30 years of planning experience. With Jacobson & Wack he has worked on over 120 zoning ordinances. subdivision ordinances. development codes. and design guidelines. Earlier planning positions include Deputy Planning Director for San Luis Obispo County. Principal Planner/Deputy Planning Director for Ventura County. and Planning Director for the City of Santa Paula.

Bruce offers a wide range of professional skills. He is very effective interacting with staff. appointed and elected officials. and large groups of people. He has extensive experience in public outreach and consensus building.

His work on the **City of San Bernardino Development Code** was recognized with a national award for outstanding planning from the American Planning Association. The APA award selection jury cited the Code's easy to use format. graphics. and straightforward (non-legalese) language as major attributes contributing to the "user-friendly" nature of the Code. The San Bernardino Development Code combined zoning. subdivision. design guidelines. and hillside preservation standards into one comprehensive. internally integrated document. Additionally. his work on the **City of Livermore Development Code** was recognized with the 2011 Driehaus Form-Based Code Award for outstanding form-based codes from the Form-Based Code Institute. The Driehaus award selection jury cited the Code for the following attributes: this is a valuable model of how to code a medium sized town with existing walkable and sprawl neighborhoods; the

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code is focused on providing a complete form-based regulation for higher density residential areas that are. or have the potential to be. walkable and will provide a successful model for other areas within the City; and the document is organized to incorporate a form-based code into a larger development code overhaul so that the sprawl areas of the City remain under Euclidean zoning while the form-based code is designed for walkable areas of the City and designed to expand to all walkable areas. as the City is ready. Bruce holds a Bachelor's Degree in City and Regional Planning from California Polytechnic State University (Cal Poly). San Luis Obispo.

Brent Gibbons, AICP, Project Manager

Brent Gibbons will be the day-to-day Project Manager for the updated Zoning and Subdivision Ordinances. Brent has been a planner in both the public and private sectors. He specializes in zoning code interpretation and preparation. urban design. site design. community engagement. land use planning. public policy. and geographic information systems. Prior to working with Mintier Harnish. Brent served as a Planner for both Madera County and the City of Turlock. His experience includes permit processing. formation of community/area plans. and project management. as well as. zoning ordinance development. Brent also had the opportunity to serve on several committees pertaining to the drought and well water demand in the Central Valley. as well as community park planning and design in conjunction with public health agencies.

Brent is currently the Project Manager for five comprehensive zoning code updates for the counties of Merced and Sierra, and the cities of Gilroy, Santa Clara, and Folsom. Brent has extensive experience in zoning, having been tasked with drafting ordinances and interpreting the code during his service in the public sector. Brent's comprehensive understanding of zoning codes from both sides of the planning spectrum has proven beneficial during the formation of zoning code updates for counties and communities. Brent holds a Bachelor's Degree in City and Regional Planning from California Polytechnic State University (Cal Poly), San Luis Obispo.

Amy Yang, Associate

Amy Yang is an Associate Planner who specializes in community development. scenario planning. community engagement. community health planning and health care accessibility. as well as geographic information systems. Amy performs GIS analysis for a variety of projects. specifically to ensure compliance with SB 375. Amy has been integral to analysis of land use alternatives and development of the Policy Document for the Union City General Plan Update. Amy has also carried out disadvantaged communities analyses for projects in compliance with SB 1000. Prior to working at Mintier Harnish. Amy was based in New York City. working on health care access. waterfront access. public space activation. and community engagement. Amy holds a Master's Degree in Urban Planning and a Master's Degree in Public Health from Columbia University in the City of New York. Amy was received ha Bachelor's Degree in Music with a Minor in Medical Anthropology from the University of Michigan-Ann Arbor.

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Ryan Lester, Planner

Ryan Lester is a planner with an eye for design. A skilled user of industry-standard graphic design software. Ryan specializes in preparing accessible. user-friendly materials that present planning concepts to the public in concise. easy-to-understand. and engaging ways. Beyond research and writing. he designs branding. builds project websites. creates informative zoning and ordinance code graphics. produces digestible engagement materials and infographics. In five years with Mintier Harnish. Ryan has worked on a variety of projects including General Plans for the cities of Folsom. Kerman. Millbrae. Rohnert Park. Sacramento. and Union City. the Towns of Los Gatos. Truckee. and Windsor. and Fresno and Ventura Counties. Ryan has also worked on zoning codes for the City of Santa Clara and Merced County.

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Relevant Experience

Members of our consulting team have individually. and together. ***prepared over 130 zoning and development codes, subdivision ordinances, design guidelines documents, and related regulations***. both as consultants and as prior city and county staff. This extensive body of work includes the following projects. some of which are works in progress:

Coastal Zoning Code. City of Arcata
Coastal Zoning Code. City of Fort Bragg
Coastal Zoning Code. City of Malibu
Coastal Zoning Code. City of Pismo Beach
Coastal Zoning Code. Marin County
Design Guidelines. City of Brea
Design Guidelines. City of Pismo Beach
Design Guidelines. City of South Pasadena
Design Guidelines. City of Stockton
Design Guidelines. Old Town Design Plan. City of Desert Hot Springs
Design Guidelines as part of the following Development Codes. where noted:
Development Code (zoning/subdivision). City of Arcadia
Development Code (zoning/subdivision). City of Arcata
Development Code (zoning/subdivision). Calaveras County
Development Code (zoning/subdivision/design). City of Chico
Development Code (zoning/subdivision/design). City of Clovis
Development Code (zoning/subdivision/design). City of Diamond Bar
Development Code (zoning/subdivision/design). City of Duarte
Development Code (zoning/subdivision/design). City of East Palo Alto
Development Code (zoning/subdivision/design/grading/NPDES). City of Fort Bragg
Development Code (zoning/subdivision). City of Hollister
Development Code (zoning/subdivision/design). City of La Puente
Development Code (zoning/subdivision/design). City of Livermore
Development Code (zoning/subdivision/design). City of Lodi
Development Code (zoning/subdivision/coastal). Marin County
Development Code (zoning/subdivision/design). City of Murrieta
Development Code (zoning/subdivision). City of Norwalk
Development Code (zoning/subdivision/design). City of Pomona
Development Code (zoning). City of San Jacinto
Development Code (zoning/subdivision/design). City of Simi Valley
Development Code (zoning/subdivision/design). City of Sonoma
Development Code (zoning/subdivision). City of Stockton
Development Code (zoning/subdivision/design). City of San Bernardino
Development Code (zoning/subdivision). San Bernardino County
Development Code (zoning/subdivision/coastal). Sonoma County
Development Code (zoning/subdivision/design). Town of Truckee
Grading Code. City of Fort Bragg
Land Use Code. City of Cotati
Sign Code. City of Pasadena
Sign ordinances with all the above development codes. and the zoning ordinances below:
Subdivision Code. Calaveras County
Subdivision Code. City of Cotati
Subdivision Code. City of Gustine
Subdivision Code. City of Malibu

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Subdivision Code. City of South Pasadena
Subdivision ordinances as part of all of the above development codes"
Zoning Map. City of Culver City
Zoning Map. City of South Pasadena
Zoning Map. Town of Loomis
Zoning Map. Town of Windsor
Zoning Code. City of Brea
Zoning Code. City of Brentwood
Zoning Code. City of Campbell
Zoning Code. City of Carpinteria
Zoning Code. City of Culver City
Zoning Code. City of Desert Hot Springs
Zoning Code. City of Fillmore
Zoning Code. City of Folsom
Zoning Code. City of Gilroy
Zoning Code. City of Gustine
Zoning Code. City of Huntington Park
Zoning Code. City of Lodi
Zoning Code. City of Lompoc
Zoning Code. City of Malibu
Zoning Code. City of Mountain View
Zoning Code. City of Novato
Zoning Code. City of Ojai
Zoning Code. City of Oxnard
Zoning Code. City of Pasadena
Zoning Code. City of Pismo Beach
Zoning Code. City of Rancho Mirage
Zoning Code. City of San Ramon
Zoning Code. City of Santa Clara
Zoning Code. City of Santa Rosa
Zoning Code. City of Seaside
Zoning Code. City of South Pasadena
Zoning Code. City of Tustin
Zoning Code. City of West Hollywood
Zoning Code. Lake Havasu City. Arizona
Zoning Code. Fresno County
Zoning Code. Merced County
Zoning Code. Los Angeles County
Zoning Code. Santa Barbara County
Zoning Code. Sierra County
Zoning Code. Solano County
Zoning Code. Town of Loomis
Zoning Code. Town of Windsor

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier Harnish)

Selected References

The following are references from a small number of our many projects. We strongly encourage contacting our past and current clients regarding our ability to complete our projects and tasks in a timely manner. with high quality and accuracy. and within the approved budget. We have never required a budget adjustment for a zoning project unless additional work products. clearly beyond the scope of the original work plan. were requested by the client. The following are relevant examples of our zoning projects.

City of Arcadia Development Code – Prepared a comprehensive Development Code to implement the City's new General Plan.

Contact: Lisa L. Flores. Planning Services Manager
City of Arcadia
(626) 574-5445

City of Clovis Development Code – Prepared a comprehensive Development Code to implement the City's new General Plan.

Contact: Dwight Kroll. Director
City of Clovis
(559) 324-2343

City of Gilroy Zoning Ordinance Update – Our team is currently preparing a comprehensive update of the City's Zoning Ordinance.

Contact: Stan Ketchum. Senior Planner
City of Gilroy
(408) 846-0566

City of Santa Clara Zoning Code Update – Our team is currently preparing a comprehensive update of the City's Zoning Code.

Contact: John Davidson. Principal Planner
City of Santa Clara
(408) 615-2478

City of San Bernardino Development Code – Prepared a comprehensive Development Code. incorporating zoning. subdivision. and citywide design guidelines into an integrated. easy-to-use document. Hillside development and ridgeline protection were among the many issues addressed. **Recipient of National APA Outstanding Planning Award for Plan Implementation, 1992.**

Contact: Valerie Ross. Planning Director (Retired)
City San Bernardino
(909) 384-5057

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier Harnish)

County of Merced Zoning Code – Preparing a comprehensive update to the Zoning Code in conjunction with the update of the General Plan with a Spring 2019 completion date.

Contact: Steve Maxey. Deputy Director of Planning
Planning Division
Planning and Community Development Department
(209) 385-7654

County of Sierra Zoning Code – Preparing a comprehensive update to the Zoning Code in conjunction with update of General Plan.

Contact: Tim Beals. Director of Planning and Transportation
Sierra County
(530) 289-3251

We invite you to visit codes and related planning regulations we have prepared at the following links:

City of Fort Bragg – Development Code

http://ci.fort-bragg.ca.us/cityclerk/Title%2018.html

City of Grass Valley – Development Code

http://www.cityofgrassvalley.com/services/departments/cdd/DEVELOPMENTCODE/DevCode2012_red.pdf

City of Livermore – Development Code

http://www.codepublishing.com/CA/Livermore.html

Newport Beach – Zoning Code

http://www.codepublishing.com/CA/NewportBeach/?NewportBeach20/NewportBeach20.html

City of Pasadena – Zoning Code

http://ww2.cityofpasadena.net/zoning/index.html

City of San Bernardino – Development Code

http://www.ci.san-bernardino.ca.us/cityhall/community_development/development_code.asp

County of San Bernardino – Development Code

http://www.amlegal.com/nxt/gateway.dll/California/sanbernardinocounty_ca/sanbernardinocountycaliforniacodeofordin?f=templates$fn=default.htm$3.0$vid=amlegal:sanbernardinocounty_ca

County of Santa Barbara – Land Use Development Code

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier Harnish)

http://www.sbcountyplanning.org/pdf/forms/LUDC/County%20LUDC%20December%202011%20Updated%20April%202012.pdf

City of Santa Rosa – Zoning Code

http://qcode.us/codes/santarosa/

City of Seaside – Zoning Ordinance

http://www.ci.seaside.ca.us/Modules/ShowDocument.aspx?documentid=2566

City of Simi Valley – Development Code

http://library.municode.com/HTML/16629/level1/TIT9DECOSIVAMUCO.html

City of Sonoma – Development Code

http://www.sonomacity.org/uploads/Planning/Development_Code.pdf

City of Stockton – Development Code

http://qcode.us/codes/stockton/view.php?topic=16&frames=on

Town of Truckee – Development Code

http://www.townoftruckee.com/index.aspx?page=125

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier Harnish)

APPENDIX A - DETAILED PERSONNEL RESUMES

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier Harnish)

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Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier Harnish)

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier Harnish)

Exhibit B

"Project Cost Estimate",
dated February 28, 2019

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier Harnish)

EXHIBIT B

MARIPOSA COUNTY ZONING AND SUBDIVISION ORDINANCE UPDATE PHASES	FY 18/19	FY 19/20	FY 20/21
Phase 1: Project Initiation			
Task 1.1: Kick-Off Meeting, Scoping Meeting, and County Tour	$4.840		
Task 1.2: Community Engagement Strategy	$1.920		
Subtask 1.2.1: Stakeholder Interviews	$9.680		
Subtask 1.2.2: Community Workshops	$5.760	$5.760	
Subtask 1.2.3: County Commissions and Committees	$7.260		
Subtask 1.2.4: Planning Commission and Board of Supervisors Study Session	$4.840		
Task 1.3: Diagnostic Document Review	$7.040		
Task 1.4: Summary Matrix of Zoning and Subdivision Ordinance Issues	$4.950		
Task 1.5: Draft Zoning and Subdivision Ordinance Format, Outline, and Style Guide	$2.630		
Subtotal	$48.920	$5 ¯60	
Phase 2: Zoning Ordinance			
Task 2.1: Zoning District Provisions*	$16.800	$16.800	
Task 2.2: General Development and Specific Use Standards		$32.520	
Task 2.3: Administrative Provisions		$31.320	
Task 2.4: Preliminary Draft Zoning Ordinance		$7.980	
Task 2.5: Public Review Draft Zoning Ordinance		$5.590	
Subtotal	$16.800	$94.210	
Phase 3: Subdivision Ordinance			
Task 3.1: Administrative Draft Subdivision Ordinance		$19.240	
Task 3.2: Preliminary Draft Subdivision Ordinance		$1.940	
Task 3.3: Public Review Draft Subdivision Ordinance		$1.540	
Subtotal		$22.720	
Phase 4: Revised Public Review Draft Zoning and Subdivision Ordinance and Zoning Map			
Task 4.1: Revised Public Review Draft Zoning and Subdivision Ordinance			$4.010
Task 4.2: Updated Zoning Map			$880
Subtotal			$4.890
Phase 5: CEQA Compliance			
Task 5.1: CEQA Addendum			$3.160
Subtotal			$3.160
Phase 6: Public Review and Adoption			
Task 6.1: Planning Commission Public Hearing			$4.840
Task 6.2: Board of Supervisors Public Hearing			$4.840
Task 6.3: Screencheck Final Zoning and Subdivision Ordinance			$1.020
Task 6.4: Final Zoning and Subdivision Ordinance			$2.500
Subtotal			$13.200
Phases Subtotal	$65 ¯20	$122.690	$21.250
Project Management			
Subtotal	$3.900	$¯.800	$¯.800
Direct Expenses (e.g., printing, travel,)	$5.000	$3.000	$2.000
TOTAL COST	$74.620	$133.490	$31.050
TOTAL COST		$239,160	
CONTINGENCY		$23.916	
**For FY 18/19, the Consultants will prepare an Administrative Draft of Article 2 (Task 2.1). Preliminary and Public Review Draft of Article 2 will be part of FY 19/20.*			
COST BREAKDOWN FOR CONSULTANT TEAM			
Mintier Harnish	$52.120	$69.990	$24.450
Jacobson & Wack	$22.500	$63.500	$6.600
TOTAL COST	$74.620	$133.490	$31.050

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier Harnish)

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2019-325

MEETING: June 11, 2019

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: First Amendment - Agreement with Mintier Harnish

RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to an Agreement with Mintier Harnish, to Include Enforcement and Nuisance Abatement Provisions (Title 1); and Authorize the Board of Supervisors Chair to Sign the Amendment.

The firm Mintier Harnish Planning Consultants is currently under contract to prepare updates to Mariposa County's Zoning and Subdivision Ordinances (Titles 16 and 17), to implement the Mariposa County General Plan.

Based on limitations of the County's current code compliance provisions, the County is interested in pursuing code amendments to provide more effective, efficient and less costly administrative enforcement procedures. Currently, County Code provides only for penalty assessment through legal action enforced by the courts. This amendment will provide the ability for staff to assess and enforce administrative penalties. Current code also permits multiple appeals that lead to lengthy procedures and an inability to enforce corrective action for extended time periods.

These administrative enforcement procedures will be included in Title 1, General Provisions, and are not included in the current contract. Mintier Harnish is experienced with the preparation of administrative enforcement procedures, and qualified to do this work.

This amendment will not change the contractor's compensation for the current fiscal year; services performed shall not exceed the current funded amount of $75,000.

This amendment will add work to the current fiscal year's services, and move one task (Task 2.1) to Fiscal Year 19/20 work.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 26, 2019: Resolution No. 2019-161, Agreement with Mintier Harnish Planning Consultants for County of Mariposa Zoning and Subdivision Ordinance Update

Attachment: Resolution 2019-325 First Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

Resolution - Action Requested 2019-325

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve amendment. Mintier Harnish would not prepare Enforcement and Nuisance Abatement provisions.

FINANCIAL IMPACT:
None for current FY. Change is for scope of work only.

ATTACHMENTS:
MCZSO-First-Amendment-MintierHarnish-2019-05-29 (signed) (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Rosemarie Smallcombe, Merlin Jones, Marshall Long, Miles Menetrey
EXCUSED: Kevin Cann

Attachment: Resolution 2019-325 First Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

RES. NO. 19-325

FIRST AMENDMENT TO
AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE, TO INCLUDE ENFORCEMENT AND NUISANCE ABATEMENT PROVISIONS (TITLE 1)

THIS FIRST AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE is made and entered into this 11th day of June, 2019, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Mintier Harnish Planning Consultants, hereinafter referred to as "**Contractor.**"

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated the 26th day of March 2019 ("**Agreement**"), wherein **Contractor** agreed to provide professional planning consultant services to prepare updates to Mariposa County's Zoning and Subdivision Ordinances; and

WHEREAS, County and **Contractor** desire to amend said **Agreement** to change the work scope to be provided by **Contractor** and budget to be provided to **Contractor** (in future fiscal years), to include enforcement and nuisance abatement provisions in Title 1, County Code.

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

1. **Agreement,** Paragraph 2, "SERVICES", is hereby amended to include supplemental work as described in Exhibit A.1 (attached).

2. **Agreement,** Paragraph 3, "COMPENSATION" shall not be amended for the FY 18/19; the **Contractor** services performed during FY 18/19 shall not exceed the current funded amount of $75,000. Exhibit B, referenced in Paragraph 3, is amended to: a) include the Enforcement and Abatement Provisions Budget Estimate as described in Exhibit B.1 (attached) and b), move Phase 2, Task 2.1 from the FY 18/19 column to the FY 19/20 column.

3. Costs for this amendment shall be covered by the "Contingency", as shown in the Project Management section of **Agreement**, Exhibit B.

4. Except as herein amended, the agreement dated the 26th day of March 2019 shall remain in full force and effect.

Attachment: Resolution 2019-325 First Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

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

COUNTY OF MARIPOSA:

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR:

Jim Harnish, JD, Principal/Owner
Mintier Harnish Planning Consultants

ATTEST:

René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Resolution 2019-325 First Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

Attachment: Resolution 2019-325 First Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

Exhibit A.1

Mariposa County Zoning and Subdivision Ordinances Update
Supplemental Work Scope and Budget
Enforcement and Nuisance Abatement Provisions (Title 1)

County staff have requested that the Mintier Harnish team (which includes Jacobson & Wack) assist with revising the enforcement and nuisance abatement provisions in the County Code (Title 1) to include more effective administrative enforcement procedures. Currently, the County Code provides only for penalty assessment through legal action enforced by the courts. The County is seeking to include the ability for staff to assess and enforce administrative penalties. The Code also permits multiple appeals that lead to lengthy procedures and an inability to enforce corrective action for extended time periods. The County has prepared three separate drafts of new enforcement and nuisance abatement provisions, (one prepared by outside legal counsel) but is not fully satisfied with any of those drafts.

Work scope

Task 1: Review Existing Documents. Mintier Harnish will review the three staff draft enforcement and nuisance abatement provisions and County Code Chapter 1.20 (General Penalty). Based on that review and our understanding of County staff concerns about the three drafts and expectations for new enforcement and nuisance abatement provisions, we will prepare an outline and summary of new code enforcement provisions. We will submit this outline to County staff for review and concurrence with our approach. If needed, we will facilitate one or more conference calls with County staff to reach consensus on our approach.

Task 2: Prepare Administrative Draft Enforcement and Nuisance Abatement Provisions. Mintier Harnish will prepare revisions to the County Code Title 1 – General Provisions, to include administrative enforcement and nuisance abatement provisions. We will also address, as necessary, Subdivisions Enforcement and Penalties (Chapter 16.32) and Zoning Enforcement (Chapter 17. 144) to ensure consistency and proper cross referencing to Title 1. We will revisit these chapters as a part of the comprehensive update of Titles 16 and 17. The new provisions will provide for clear, effective administrative enforcement procedures, nuisance abatement, assessment of administrative fines, correction of violations, and appeal procedures. Mintier Harnish will submit an Administrative Draft of the revised provisions for County staff review.

Task 3: Public Review Draft Enforcement and Nuisance Abatement Provisions. Following County staff review and any required conference call(s), Mintier Harnish will prepare the Public Review Draft Enforcement and Nuisance Abatement Provisions. County staff will be responsible for facilitating the public review and adoption of the new provisions.

Schedule

Task 1: Approach outline completed two weeks following authorization to proceed. Assume two weeks for staff review and team discussion. Total time: **four weeks.**

Task 2: Administrative Draft provisions completed four weeks following staff approval of approach. Assume four weeks for staff review and team discussion. Total time: **eight weeks.**

Task 3: Public Review Draft provisions completed in **two weeks.**

Exhibit B.1

Enforcement and Abatement Provisions
Budget Estimate

TASK	HARNISH	GIBBONS	JACOBSON	COST
1. Document Review	8	2	8	$3,540
2. Administrative Draft	8	6	16	$5,820
3. Public Review Draft	4	4	4	$2,280
Total Hours	20	12	28	
Hourly rate	$200	$170	$200	
Total Cost	**$4,000**	**$2,040**	**$5,600**	**$11,640**

Attachment: Resolution 2019-325 First Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2019-455

MEETING: August 6, 2019

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Second Amendment - Agreement with Mintier Harnish

RECOMMENDATION AND JUSTIFICATION:
Approve second amendment to agreement with Mintier Harnish to establish compensation for Fiscal Year (FY) 2019-2020; and authorize the Board of Supervisors Chair to sign the amendment.

The firm Mintier Harnish Planning Consultants is currently under contract with Mariposa County to prepare updates to Mariposa County's Development Codes (for Zoning and Subdivisions) to implement the Mariposa County General Plan and to include administrative enforcement procedures in Title 1.

Because this contract work would occur in more than one fiscal year, the original contract was structured so that costs for each fiscal year would be brought back to the Board of Supervisors on an annual basis. This ensures availability of funds for continued work on the project.

Compensation for the original agreement for FY 18-19 was $75,000. Not all budgeted funds were used.

This amendment establishes funds for FY 19-20 at $160,000. These funds were included in the approved budget for Planning.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 26, 2019: Resolution No. 2019-161, Agreement with Mintier Harnish Planning Consultants for County of Mariposa Zoning and Subdivision Ordinance Update.

June 11, 2019: Resolution No. 2019-325, First Amendment with Mintier Harnish Planning Consultants to include administrative enforcement procedures in Title 1 within scope of work.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve amendment; continued work on contract will not occur.

FINANCIAL IMPACT:

Attachment: Resolution 2019-455 Second Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with

Resolution - Action Requested 2019-455

None for current FY. Funds were budgeted and approved.

ATTACHMENTS:
MintierHarnish-Mariposa-ZSO-Amendment#2-2019-07-29(signed) (PDF)
MCZSO Resolution 2019-161 Agreement Mintier Harnish_2019 03 26 (PDF)
MCZSO Resolution 2019-325 First Amendment Agreement_Mintier Harnish 2019 06 11 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, Miles Menetrey
EXCUSED: Merlin Jones

Attachment: Resolution 2019-455 Second Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with

SECOND AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE

THIS SECOND AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE is made and entered into this 6th day of August, 2019, to be retroactively effective on the 1st day of July, 2019, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Mintier Harnish Planning Consultants, hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated the 26th day of March 2019 ("**Agreement**"), wherein **Contractor** agreed to provide professional planning consultant services to prepare updates to Mariposa County's Zoning and Subdivision Ordinances; and

WHEREAS, on the 11th day of June, 2019, **County** and **Contractor** amended said **Agreement** to change the work scope to be provided by **Contractor** and budget to be provided to **Contractor**, to include enforcement and nuisance abatement provisions in Title 1, County Code; this was titled "First Amendment to Agreement for Zoning and Subdivision Ordinances Update"; and

WHEREAS, County and Contractor desire to amend said **Agreement** to identify the Compensation for the County's Fiscal Year (FY) 2019-2020 (July 1, 2019 – June 30, 2020).

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

1. **Agreement,** Paragraph 3, "COMPENSATION". **Contractor** services performed during County FY 19/20 (July 1, 2019 – June 30, 2020) shall not exceed the current funded amount of $160,000 (hereinafter referred to as "ZO/SO Update Funding Two"). Pursuant to the Scope of Work (as contained in Exhibit A of Agreement), ZO/SO Update Funding Two covers the Phases(s), Tasks(s), and level of effort as described in Exhibit B for FY 19/20 as well as any uncompleted Phase(s), Task(s), and level of effort as described in Exhibit B for FY 18/19, including the supplemental work as described in the First Amendment to Agreement.

Attachment: Resolution 2019-455 Second Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with

Except as herein amended, the Agreement dated the 26th day of March 2019 and the First Amendment dated the 11th day of June, 2019 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:

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR:

Jim Harnish, JD, Principal/Owner
Mintier Harnish Planning Consultants

ATTEST:

René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Resolution 2019-455 Second Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 . 966 . 5151 • FAX 209 . 742 . 5024

Sarah Williams, Director
swilliams@mariposacounty.org
Carol Suggs, Executive Assistant
csuggs@mariposacounty.ord

MEMORANDUM

Date: 8/11/20

To: Theda

From: Carol

Topic: Origional signed amendment with Board of Supervisors action

For your records.

Attachment: Resolution 2020-477 Third Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2020-477

MEETING: August 4, 2020

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Third Amendment - Agreement with Mintier Harnish

RECOMMENDATION AND JUSTIFICATION:
Approve third amendment to the agreement with Mintier Harnish to establish compensation for Fiscal Year (FY) 2020-2021; and authorize the Board of Supervisors Chair to sign the amendment.

The firm Mintier Harnish Planning Consultants is currently under contract with Mariposa County to prepare updates to Mariposa County's Development Codes (for Zoning and Subdivisions) to implement the Mariposa County General Plan.

Because this contract work would occur in more than one fiscal year, the original contract was structured so that costs for each fiscal year would be brought back to the Board of Supervisors on an annual basis. This ensures availability of funds for continued work on the project.

Allocated compensation for the original agreement for FY 2018-2019 was $75,000. Not all budgeted funds were used.

Allocated compensation for the second amendment for FY 2019-2020 was $160,000. Not all budgeted funds were used.

This amendment establishes funds for FY 2020-2021 at $120,000 which is 75% of the prior FY's agreement. This amount has been included in the adjusted requested Planning Department's Budget for Fiscal Year 2020-2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
March 26, 2019: Resolution No. 2019-161, Agreement with Mintier Harnish Planning Consultants for County of Mariposa Zoning and Subdivision Ordinance Update.

June 11, 2019: Resolution No. 2019-325, First Amendment with Mintier Harnish Planning Consultants to include administrative enforcement procedures in Title 1 within scope of work.

Attachment: Resolution 2020-477 Third Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

Resolution - Action Requested 2020-477

August 6, 2019: Resolution No. 2019-455. Second Amendment with Mintier Harnish Planning Consultants to establish compensation for FY 2019-2020 work.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve amendment; continued work on contract will not occur.

FINANCIAL IMPACT:
None for current FY. Funds were budgeted and approved by CAO.

ATTACHMENTS:
MCZSO Resolution 2019-161 Agreement Mintier Harnish_2019 03 26 (PDF)
MCZSO Resolution 2019-325 First Amendment Agreement_Mintier Harnish 2019 06 11 (PDF)
MCZSO Resolution 2019-455 Second Amendment Mintier_ Harnish (PDF)
MCZSO DRAFT Third Amendment Mintier Harnish for Funding for FY 20-21 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Resolution 2020-477 Third Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

THIRD AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE

THIS THIRD AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE is made and entered into this 4th day of August 2020, to be retroactively effective on the 1st day of July 2020, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Mintier Harnish Planning Consultants, hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated the 26th day of March 2019 ("**Agreement**"), wherein **Contractor** agreed to provide professional planning consultant services to prepare updates to Mariposa County's Zoning and Subdivision Ordinances; and

WHEREAS, on the 11th day of June 2019, **County** and **Contractor** amended said **Agreement** to change the work scope to be provided by **Contractor** and budget to be provided to **Contractor**, to include enforcement and nuisance abatement provisions in Title 1, County Code; this was titled "First Amendment to Agreement for Zoning and Subdivision Ordinances Update"; and

WHEREAS, on the 6th day of August 2019 (retroactively applicable to the 1st day of July 2019), **County** and **Contractor** amended said **Agreement** to identify the Compensation for the County's Fiscal Year (FY) 2019-2020 (July 1, 2019 – June 30, 2020); this was titled "Second Amendment to Agreement for Zoning and Subdivision Ordinance Update"; and

WHEREAS, County and Contractor desire to again amend said **Agreement** to identify the Compensation for the County's Fiscal Year (FY) 2020-2021 (July 1, 2020 – June 30, 2021).

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

1. **Agreement,** Paragraph 3, "COMPENSATION". **Contractor** services performed during County FY 2020-2021 (July 1, 2020 – June 30, 2021) shall not exceed the current funded amount of $120,000 (hereinafter referred to as "ZO/SO Update Funding Three"). Pursuant to the Scope of Work (as contained in Exhibit A of Agreement), ZO/SO Update Funding Three covers the Phases(s), Tasks(s), and level of effort as described in Exhibit B for FY 2020-2021 as well as any uncompleted Phase(s),

Attachment: Resolution 2020-477 Third Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

Task(s), and level of effort as described in Exhibit B for FY 2018-2019 and FY 2019-2020, including the supplemental work as described in the First Amendment to Agreement.

Except as herein amended, the Agreement dated the 26th day of March 2019, the First Amendment dated the 11th day of June 2019, and the Second Amendment dated the 6th day of August 2019, 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:

Kevin Cann, Chair
Board of Supervisors

CONTRACTOR:

Jim Harnish, JD, Principal/Owner
Mintier Harnish Planning Consultants

ATTEST:

René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Resolution 2020-477 Third Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 . 966 . 5151 • FAX 209 . 742 . 5024

Sarah Williams, Director
swilliams@mariposacounty.org

August 2, 2021

MIntier Harnish Planning Consultants
Attention Jim Harnish
1415 20th Street
Sacramento CA 95811

Hello Jim!

Attached is your copy of the signed Fourth Amendment to our agreement with your firm.

Thanks for your good help!

Please let me know if you have questions.

Sincerely,

Sarah Williams, Planning Director

Attachment: Resolution 2021-441 Fourth Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2021-441

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Fourth Amendment - Agreement with Mintier Harnish

RECOMMENDATION AND JUSTIFICATION:

Approve Fourth Amendment to the Agreement with Mintier Harnish to prepare updates to Mariposa County's Development Codes (for Zoning and Subdivisions) to implement the Mariposa County General Plan and state law, to Establish Compensation for Fiscal Year (FY) 2021-2022; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The firm Mintier Harnish Planning Consultants is currently under contract with Mariposa County to prepare updates to Mariposa County's Development Codes (for Zoning and Subdivisions) to implement the Mariposa County General Plan and state law.

Because this contract work would occur in more than one fiscal year, the original contract was structured so that costs for each fiscal year would be brought back to the Board of Supervisors on an annual basis. This ensures availability of funds for continued work on the project.

Allocated compensation for the original agreement for FY 2018-2019 was $75,000. $35,953.46 of the budgeted funds were used.

Allocated compensation for the second amendment for FY 2019-2020 was $160,000. $107,956.54 of the budgeted funds were used.

Allocated compensation for the third amendment for FY 2020-2021 was $120,000. As of the date of preparation of this item, $101,157.66 of the budgeted funds were used.

This fourth amendment establishes funds for FY 2021-2022 at $100,000. This amount has been included in the approved Planning Department's Budget for Fiscal Year 2021-2022.

The original estimated amount for this project was $263,076 (including a 10% contingency). That estimated amount did not include time for the work on the Title 1 amendments (although the additional work was added to the agreement). The original estimate was prefaced by an acknowledgement that, "Zoning and Subdivision Ordinance Updates can vary widely in requirements for County staff and Consultant

Attachment: Resolution 2021-441 Fourth Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

time and costs." The consultant has indicated that this project is significantly more complicated than other similar projects (due to County's General Plan and Zoning Ordinance structure). The total amount spent to date (including for work on the Title 1 amendments) is $245,067.66. With this amendment, the total contracted amount would be $345,067.66.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 26, 2019: Resolution No. 2019-161, Agreement with Mintier Harnish Planning Consultants for County of Mariposa Zoning and Subdivision Ordinance Update.

June 11, 2019: Resolution No. 2019-325, First Amendment with Mintier Harnish Planning Consultants to include administrative enforcement procedures in Title 1 within scope of work.

August 6, 2019: Resolution No. 2019-455. Second Amendment with Mintier Harnish Planning Consultants to establish compensation for FY 2019-2020 work.

August 4, 2020: Resolution No. 2020-477. Third Amendment with Mintier Harnish Planning Consultants to establish compensation for FY 2020-2021 work.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve amendment; continued work on contract will not occur.

FINANCIAL IMPACT:
Adequate Funds were budgeted for FY 2021-2022 for this Amendment (BOS Resolution No. 2021-373 Adopting the 2021-2022 Fiscal Year Budget)

ATTACHMENTS:
DRAFT Resolution 2021-xxx Fourth Amendment to Agreement Mintier Harnish (PDF)
MCZSO_Short Term Schedule_2021 07 16a BG (PDF)
Resolution 2019-161 Agreement Mintier Harnish (PDF)
Resolution 2019-325 First Amendment to Agreement Mintier Harnish (PDF)
Resolution 2019-455 Second Amendment to Agreement Mintier Harnish (PDF)
Resolution 2020-477 Third Amendment to Agreement Mintier Harnish (PDF)

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

Attachment: Resolution 2021-441 Fourth Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

FOURTH AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE

THIS FOURTH AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE is made and entered into this 27th day of July 2021, to be retroactively effective on the 1st day of July 2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Mintier Harnish Planning Consultants, hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated the 26th day of March 2019 ("**Agreement**"), wherein **Contractor** agreed to provide professional planning consultant services to prepare updates to Mariposa County's Zoning and Subdivision Ordinances; and

WHEREAS, the Term of the **Agreement** in Paragraph 1 is established as the 31st day of December 2020; and

WHEREAS, Exhibits A and B of said **Agreement** specified a Scope of Work to be completed in Phases, a timeline for Phases with work to be completed within FY 2020-2021, and a Project Cost Estimate showing the total costs, with contingency, to be $263,076; and

WHEREAS, on the 11th day of June 2019, **County** and **Contractor** amended said **Agreement** to change the scope of work to be provided by **Contractor**, to include enforcement and nuisance abatement provisions in Title 1, County Code; this was titled "First Amendment to Agreement for Zoning and Subdivision Ordinances Update". No additional funding was allocated for this work; and

WHEREAS, on the 6th day of August 2019 (retroactively applicable to the 1st day of July 2019), **County** and **Contractor** amended said **Agreement** to identify the Compensation for the County's Fiscal Year (FY) 2019-2020 (July 1, 2019 – June 30, 2020); this was titled "Second Amendment to Agreement for Zoning and Subdivision Ordinance Update"; and

WHEREAS, on the 4th day of August 2020 (retroactively applicable to the 1st day of July 2020), **County** and **Contractor** amended said **Agreement** to identify the Compensation for the County's Fiscal Year (FY) 2020-2021 (July 1, 2020 – June 30, 2021); this was titled "Third Amendment to Agreement for Zoning and Subdivision Ordinance Update"; and

WHEREAS, County and Contractor desire to again amend said **Agreement** (as the "Fourth Amendment to Agreement for Zoning and Subdivision Ordinance Update"):

1) to extend the term of work,
2) to increase the maximum compensation for the work, and
3) to identify the Compensation for the County's Fiscal Year (FY) 2021-2022 (July 1, 2021 – June 30, 2022).

Attachment: Resolution 2021-441 Fourth Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

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

1. **Agreement**, Paragraph 1, "TERM". The term of this Agreement shall be amended to be the 31st day of December 2022.

2. **Agreement**, Exhibit B, "Project Cost Estimate" shall be modified as shown on the Attachment to this Fourth Amendment to Agreement. The maximum compensation for the work shall not exceed $345,077.66.

3. **Agreement**, Paragraph 3, "COMPENSATION". **Contractor** services performed during County FY 2021-2022 (July 1, 2021 – June 30, 2022) shall not exceed the current funded amount of $100,000 (hereinafter referred to as "ZO/SO Update Funding Four").

4. Pursuant to the Scope of Work (as contained in Exhibit A of the **Agreement** and as modified by the First Amendment to Agreement), ZO/SO Update Funding Four covers the Phases(s), Tasks(s), and level of effort as described in modified Exhibit B for FY 2021-2022 (attached) as well as any uncompleted Phase(s), Task(s), and level of effort for FY 2018-2019, FY 2019-2020, and FY 2020-2021.

Except as herein amended, the Agreement dated the 26th day of March 2019, the First Amendment dated the 11th day of June 2019, the Second Amendment dated the 6th day of August 2019, and the Third Amendment dated the 4th day of August 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
Board of Supervisors

CONTRACTOR:

Jim Harnish, JD, Principal/Owner
Mintier Harnish Planning Consultants

ATTEST:

René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Resolution 2021-441 Fourth Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

ATTACHMENT to
FOURTH AMENDMENT TO AGREEMENT

Amended Exhibit B

Attachment: Resolution 2021-441 Fourth Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

EXHIBIT B

Mariposa County Zoning and Subdivision Ordinance Update

PHASES/TASKS	F/Y 18 - 19	F/Y 19 -20	F/Y 20-21	FY 21 - 22	TOTAL
PHASE 1: PROJECT INITIATION	$ 25,853.75	$ 13,245.00	$ 4,186.25	$ 10,000.00	$ 53,285.00
PHASE2: ZONING ORDINANCE	$ 1,480.00	$ 68,378.75	$ 92,698.75	$ 36,845.00	$ 199,402.50
PHASE 3: SUBDIVISION ORDINANCE	$ -		$ -	$ 22,270.00	$ 22,270.00
PHASE 4: REVISED PUBLIC REVIEW DRAFT ZONING AND SUBDIVISION ORDINANCE AND ZONING MAP	$ -		$ 420.00	$ 5,000.00	$ 5,420.00
PHASE 5: CEQA COMPLIANCE	$ -		$ -	$ 3,160.00	$ 3,160.00
PHASE 6: PUBLIC REVIEW AND ADOPTION	$ -		$ -	$ 13,200.00	$ 13,200.00
PHASE 7: ADDITIONAL WORK - TITLE 1	$ 2,230.00	$ 15,807.50			$ 18,037.50
PROJECT MANAGEMENT	$ 4,265.00	$ 8,647.50	$ 3,561.25	$ 5,525.00	$ 21,998.75
DIRECT COSTS	$ 2,124.71	$ 1,877.79	$ 301.41	$ 4,000.00	$ 8,303.91
PROJECT TOTAL	**$ 35,953.46**	**$ 107,956.54**	**$ 101,167.66**	**$ 100,000.00**	**$ 345,077.66**

Attachment: Resolution 2021-441 Fourth Amendment to Agreement Mintier Harnish (RES-2022-492 : Fifth Amendment - Agreement with Mintier

Attachment: Recieved AFTER Packet Generation - MCZSO_Short Term Schedule_ (RES-2022-492 : Fifth

Mariposa Development Code Update Short-Term Schedule
Aug 2022 -May 2023

	2022																													20
	22-Aug	29-Aug	5-Sep	12-Sep	19-Sep	26-Sep	3-Oct	10-Oct	17-Oct	24-Oct	31-Oct	7-Nov	14-Nov	21-Nov	28-Nov	5-Dec	12-Dec	19-Dec	26-Dec	2-Jan	9-Jan	16-Jan	23-Jan	30-Jan	6-Feb	13-Feb	20-Feb	27-Feb	6-Mar	
Phase 1: Project Initiation - COMPLETE																														
Phase 2: Zoning Ordinance																														
Task 2.2: General Development and Specific Use Standards (Articles 3 and 4)																														
Administrative Draft Article 3 - **COMPLETE**																														
Administrative Draft Article 4 - **COMPLETE**																														
Task 2.3: Administrative Use Provisions (Articles 5, 6, and 7)																														
Administrative Draft Article 7 - **COMPLETE**																														
Administrative Draft Article 6 - **COMPLETE**																														
Administrative Draft Article 8 - **COMPLETE**																														
Task 2.4: Preliminary Draft Development Code																														
Task 2.5: Public Review Draft Development Code								10		26		11		5		5		21												
Phase 3: Subdivision Ordinance																														
Task 3.1: Administrative Draft Subdivision Ordinance (Article 5) - **IN PROGRESS**			/7																											
Task 3.2: Preliminary Draft Subdivision Ordinance (Article 5) - **INCLUDED IN TASK 2.4**																														
Task 3.3: Public Review Draft Subdivision Ordinance (Article 5) - **INCLUDED IN TASK 2.5**																														
Phase 4: Revised Public Review Draft Development Code and Zoning Map																														
Task 4.1: Revised Public Review Draft Development Code and Joint Study Session																								31						
Task 4.2: Updated Zoning Map																					/11									
Task 5: CEQA Compliance																														
Task 5.1: CEQA																														
Task 6: Public Review Adoption																														
Task 6.1: Planning Commission Public Hearing																														10
Task 6.2: Board of Supervisors Public Hearing																														
Task 6.3: Screencheck Final Development Code																														
Task 6.4: Final Development Code																														

Revised: 8/15/2022

p Preparation | r County Review | o Preparation & Review | /12 Milestone | 10 Meeting | Public Review

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-493

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action Increasing Revenue and Appropriations in Fund 5512 ($2,836,052)

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Increasing Revenue and Appropriations, and Transferring Funds Within the Public Works and Transportation Department for County Bridge Replace/Repair ($2,836,052).

This budget action has two parts:

First, is to appropriate federal funding and county match to the Darrah Bridge project. Total construction funding for this project is $6,452,500; the federal share is $5,712,398; the local match is $740,102. In the previous two fiscal years $3,802,346 has been attributed to the federal share with $1,910,052 remaining - this is the amount to increase federal revenue for this Budget Action.

Secondly, an additional $185,898 has been added to the Roads Transfer Out ($740,102 + $185,898 = $926,000) to pay invoices on projects for Dogtown Rd Bridge, Incline Rd Bridge and Oak Grove Rd Bridge.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

It has been the practice of Mariposa County whereby the local match for road and bridge projects come from either the Roads fund or from the General Fund. In this instance the match is coming from the Roads fund.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would preclude the Auditor from paying the remaining FY21-22 invoices for Darrah Bridge, Schoolhouse Rd Bridge, Dogtown Rd Bridge, Incline Rd Bridge and Oak Grove Rd Bridge.

FINANCIAL IMPACT:
Recognizing federal funding increases the GF.

ATTACHMENTS:
Budget Action - FY21-22 Fund 5512 (PDF)

REF ID# 13225

Amendment Mofification Summary (PDF)

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

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3300	300	51111	Regular Salaries & Wages			$350,000
3300	300	60101	Uniforms/ Clothing			$5,000
3300	300	60103	Safety Equipment			$10,000
3300	300	60111	Training & Seminars			$9,000
3300	300	60131	Maintenance - Equipment			$1,000
3300	300	60132	Maintenance - Buildings and Impvmts			$5,000
3300	300	60153	Special Department Supplies			$10,000
3300	300	60155	Small Tools			$1,000
3300	300	60156	Materials			$450,000
3300	300	60301	General Professional Services			$50,000
3300	300	60391	Rents & Leases - Equipment			$20,000
3300	300	60421	Equipment			$15,000
3300	300	80111	Transfer Out		$926,000	
5512	350	46053	Bridge Replacement and Repair		($1,910,052)	
5512	350	49101	Transfer In		($926,000)	
5512	350	73011	Roads and Bridges		$2,836,052	
TRANSFER BETWEEN FUNDS						
				TOTALS	$926,000	$926,000

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: 7/28/22

APPROVED BY RES NO. CLERK DATE

5512 HBP Bridges Program

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY21-22 Fund 5512 (RES-2022-493 : Approve Budget Action Increasing Revenue and Appropriations in Fund 5512

AMENDMENT MODIFICATION SUMMARY - (E-76)

FEDERAL AID PROGRAM

CALIFORNIA DEPARTMENT OF TRANSPORTATION

DLA LOCATOR: 10-MPA-0-CR
PREFIX: BRLS
PROJECT NO: 5940(004)
SEQ NO: 8
STATE PROJ NO: 10107094L
ALT. PROJ NO:
AGENCY: MARIPOSA
ROUTE:
DISASTER NO:

TIP DATA
MPO: NON-MPO
FSTIP YR: 20/21
STIP REF: 230-0000-0031
FSTIP ID NO: HBPLOCAL

PROJECT LOCATION:
DARRAH ROAD OVER CHOWCHILLA RIVER (BRIDGE 40C0033)
TYPE OF WORK:
BRIDGE REPLACEMENT
FED RR NO'S:
PUC CODES:
PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN
ENV STATUS / DT: 07/12/2010
RW STATUS / DT: 1 01/09/2020
INV RTE:
BEG MP:
END MP:
BRIDGE NO: 40C0033

PREV AUTH / AGREE DATES:
PE:
R/W:
CON:
SPR:
MCS:
OTH:

PROJECT END DATE (PED): 06/30/2023

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
1180	10	15				
1180	20	16				
H1C0	10	15				
M240	10	15				
M240	11	15				
M240	20	16				
M240	21	16				
Y001	30	11				
Y001	31	17				
Z001	30	11				
Z001	31	17				
Z0E1	10	15				
Z0E1	22	16				

FUNDING SUMMARY

PHASE		PROJECT COST	FEDERAL COST	AC COST
PE	PE PREV. OBLIGATION	$617,000.00	$493,600.00	$0.00
	PE THIS REQUEST	$0.00	$0.00	$0.00
	PE SUBTOTAL	$617,000.00	$493,600.00	$0.00
R/W	RW PREV. OBLIGATION	$68,000.00	$54,400.00	$0.00
	RW THIS REQUEST	$0.00	$0.00	$0.00
	RW SUBTOTAL	$68,000.00	$54,400.00	$0.00
CON	CON PREV. OBLIGATION	$3,800,001.00	$0.00	$3,364,140.00
	CON THIS REQUEST	$2,652,499.00	$2,900,000.00	$-551,743.00
	CON SUBTOTAL	$6,452,500.00	$2,900,000.00	$2,812,397.00
OTH	OTH PREV. OBLIGATION	$0.00	$0.00	$0.00
	OTH THIS REQUEST	$0.00	$0.00	$0.00
	OTH SUBTOTAL	$0.00	$0.00	$0.00
	TOTAL:	$7,137,500.00	$3,448,000.00	$2,812,397.00

STATE REMARKS

HISTORICAL COMMENTS

Initial E-76 was approved on 1/1/95 for PE and PRE R/W, &57,000 of Total Cost of Work/Federal Part. Cost are these earlier expended funds, of the $57,000 $45,600 were HBRR, and $11,400 were Local Match. An LAPG Exhibit 6-D package

Attachment: Amendment Mofification Summary (RES-2022-493 : Approve Budget Action Increasing

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-494

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: 2022-2023 FY Dietary Services Agreement for Adult Detention Facility

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Trinity Services Group to Provide Dietary Services at the Mariposa County Adult Detention Facility in an Amount Not To Exceed $228,235.00; and Authorize the Board of the Supervisors Chair to Sign the Agreement.

The Mariposa County Sheriff's Office Adult Detention Facility Division currently contracts with Trinity Services Group to provide dietary services for inmates housed at the Mariposa County Adult Detention Facility.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board adopted Resolution 14-123 on March 18, 2014, approving the original agreement with Trinity Services Group to provide dietary services for the Adult Detention Facility.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved, the Mariposa County Sheriff's Office Adult Detention Facility Division would need to seek an agreement with an alternate service provider to provide inmate meals.

FINANCIAL IMPACT:
An amount of $228,235.00 for this Agreement has been included in Requested 2022-2023 budget.

ATTACHMENTS:
Trinity Services for Board Approval 22-23 (PDF)

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

REF ID# 13305

Attachment: Trinity Services for Board Approval 22-23 (RES-2022-494 : 2022-2023 FY Dietary Services Agreement for Adult Detention Facility)

AGREEMENT FOR INMATE FOOD SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Trinity Services Group, 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, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform food 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 $228,235.00 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

(2) 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.

(3) 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.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

Attachment: Trinity Services for Board Approval 22-23 (RES-2022-494 : 2022-2023 FY Dietary Services Agreement for Adult Detention Facility)

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: Trinity Services for Board Approval 22-23 (RES-2022-494 : 2022-2023 FY Dietary Services Agreement for Adult Detention Facility)

Attachment: Trinity Services for Board Approval 22-23 (RES-2022-494 : 2022-2023 FY Dietary Services Agreement for Adult Detention Facility)

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:
Trinity Service Group Inc.
Attn: Legal Department
477 Commerce Boulevard
Oldsmar, FL 34677-3018
Fax: (813) 855-2330

COUNTY:
Jacob Bobman, Jail Captain
County of Mariposa
PO Box 727
Mariposa, CA 95338
Fax : (209) 742-4975

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 90 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

Attachment: Trinity Services for Board Approval 22-23 (RES-2022-494 : 2022-2023 FY Dietary Services Agreement for Adult Detention Facility)

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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

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
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Jim Perry Sr. Vice President
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Trinity Services for Board Approval 22-23 (RES-2022-494 : 2022-2023 FY Dietary Services Agreement for Adult Detention Facility)

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Exhibit A
SCOPE OF WORK

WHEREAS, Client requires inmate food services at the Mariposa County Jail; and

WHEREAS, Trinity is in the business of providing food services for correctional institutions and is ready, willing and able to provide the necessary inmate food services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent subcontractor, the exclusive right to operate inmate food services at the Mariposa County Jail, located at 5379 Highway 49 North, Mariposa CA 95338 (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services"). Staff and other persons may be served but Trinity's rights to serve staff and others shall not be exclusive.

SECTION 2. TRINITY'S RESPONSIBILITIES

2.1 Pursuant to the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and Products of good quality at prices as agreed upon by the parties. Such Services shall meet or exceed the requirements and standards set forth in the California Minimum Standards for Local Detention Facilities, Title 15, regarding food services.

2.2 Trinity agrees to pay federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. Except on circumstances in which Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes. Trinity also agrees: (i) to comply with PREA standards; (ii) to comply with all federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; and (iv) meet all guidelines as prescribed by the American Correctional Association. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits and food handler's cards, shall be a cost of Business and will be charged to the operation of the Business.

2.3 Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper local, state, or federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by Client. All persons employed by Trinity will be employees of Trinity, and not of

Attachment: Trinity Services for Board Approval 22-23 (RES-2022-494 : 2022-2023 FY Dietary Services Agreement for Adult Detention Facility)

Client, and will be covered by employee dishonesty coverage. Client may refuse access to any Trinity employee. Trinity shall be solely responsible for all employees and hereby indemnifies Client from any liability for such obligation. Trinity agrees to comply with applicable federal, state, and local laws and regulations pertaining to wages and hours of employment.

2.4 Trinity shall perform all necessary cleaning in the food service equipment and the food service preparation areas, and the floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

2.5 All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial agreements set forth in Exhibit B. The cost of such inspection, examination, and audit will be at the sole expense of Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed confidential information and shall be subject to the terms of section 12 herein.

2.6 Trinity agrees that Trinity’s employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

2.7 Trinity agrees to be responsible for the repair and/or replacement of any equipment lost or damaged due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of Client as defined in Section 3.

2.8 In connection with the service provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's obligations.

SECTION 3. CLIENT’S RESPONSIBILITIES

3.1 Client shall, without cost to Trinity, provide the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, all utilities, including but not limited to, the following; heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

3.2 Client shall, at its own cost and expense, provide all necessary small wares, basic kitchen food preparation equipment, facilities, and floor space as mutually agreed is necessary for the efficient provisions of Trinity's Services hereunder. Client will maintain, repair, and

replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous or inefficient to operate, Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate, Client shall, if applicable, pay the cost of all paper products used during such time period. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by Client.

3.2 Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all scrubbing, mopping and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between Client and Trinity

3.4 Client shall not, during the term of this Agreement nor for one (1) year thereafter, solicit to hire, hire, or contract with any Trinity employee, manager, director, or officer. Employee shall collectively mean employees of Trinity, its parent and affiliated companies. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such employee.

3.5 Client shall pay all real estate taxes with respect to the Premise, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

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Exhibit B
COST PROPOSAL

I. PRICE PER MEAL

Client shall pay Trinity **$3.5967** per meal with a minimum of fifty (50) meals per meal service (breakfast, lunch and dinner), regardless of meal count that is under 50 meals. The Client shall pay Trinity **$3.5967** per meal service (breakfast, lunch and dinner) for all meals over fifty (50) up to fifty-eight (58) meals per meal service (breakfast, lunch and dinner) to be determined by the actual meal count over 50 meals. To the extent Trinity's receipts are less than Trinity's costs and expenses, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom. In the event this Agreement is extended, meal prices shall be adjusted annually, effective July 1 of each year, by an amount equal to: (i) the change in the Bureau of Labor Statistics, Consumer Price Index, and Food Manufactured. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract anniversary date and shall be communicated to the Client not less than thirty (30) days prior to the effective date of the new prices.

In addition, in the event of material unanticipated cost changes, whether in (i) federal, state or local sales, payroll based or other taxes, labor employee benefits, merchandise or equipment or (ii) the minimum wage rate or enacting regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity having jurisdiction over the parties, it is agreed that Trinity shall have the right to request an adjustment of it's per meal prices to reflect impact of the cost changes. If other material conditions change due to causes beyond Trinity's control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decrease in inmate population or the availability of inmate labor, efforts to organize labor or changes in federal, state or local standards or regulation including any applicable Child Nutrition Program standards or other unforeseen conditions beyond Trinity's control, it is agree that Trinity shall have the right to request adjustment of its per meal prices to reflect the impact of the change in circumstances.

II. PAYMENT TERMS

Trinity shall invoice Client each month, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding month. Client shall pay the invoice amount within thirty (30) days of the date of receipt of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving ninety (90) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by Client.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Service at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

Attachment: Trinity Services for Board Approval 22-23 (RES-2022-494 : 2022-2023 FY Dietary Services Agreement for Adult Detention Facility)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/23/2022

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

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

PRODUCER
Aon Risk Services Central, Inc.
St. Louis MO Office
4220 Duncan Avenue
Suite 401
St Louis MO 63110 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	LM Insurance Corporation	33600
INSURER B:	Liberty Mutual Fire Ins Co	23035
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Trinity Services Group, Inc
477 Commerce Boulevard
Oldsmar FL 34677 USA

COVERAGES **CERTIFICATE NUMBER:** 570093932484 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			EB2651291759061 SIR applies per policy terms & conditions	12/01/2021	12/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $5,000 $1,000,000 $10,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			AS2-651-291759-071	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N: N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC5651291759041 SIR applies per policy terms & conditions	12/01/2021	12/01/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mariposa County Public Administration is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER
Mariposa County Public Administration
5099 Old Hwy. N.
Mariposa CA 95338 USA

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

AUTHORIZED REPRESENTATIVE
Aon Risk Services Central Inc.

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The ACORD name and logo are registered marks of ACORD

Attachment: Trinity Services for Board Approval 22-23 (RES-2022-494 : 2022-2023 FY Dietary Services Agreement for Adult Detention Facility)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/23/2022

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

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PRODUCER
Aon Risk Services Central, Inc.
St. Louis MO Office
4220 Duncan Avenue
Suite 401
St Louis MO 63110 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIG Specialty Insurance Company	26883
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Trinity Services Group, Inc
477 Commerce Boulevard
Oldsmar FL 34677 USA

COVERAGES **CERTIFICATE NUMBER:** 570093932758 **REVISION NUMBER:**

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

Limits shown are as requested

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

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

CERTIFICATE HOLDER

Mariposa County Public Administration
5099 Old Hwy. N.
Mariposa CA 95338 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

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Attachment: Trinity Services for Board Approval 22-23 (RES-2022-494 : 2022-2023 FY Dietary Services Agreement for Adult Detention Facility)

AGENCY CUSTOMER ID: 570000069604

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Trinity Services Group, Inc
POLICY NUMBER: See Certificate Number: 570093932758	
CARRIER: See Certificate Number: 570093932758 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	E&O-MPL-Primary			014752608 Claims Made 10/08/96 SIR applies per policy terms & conditions	07/18/2021	07/15/2022	Limit	$5,000,000
							SIR	$1,000,000

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Attachment: Trinity Services for Board Approval 22-23 (RES-2022-494 : 2022-2023 FY Dietary Services Agreement for Adult Detention Facility)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-478

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Library Hours

RECOMMENDATION AND JUSTIFICATION:
Approve Operating Hours for the Mariposa County Library Branches.

Ordinance 2022-1175 specifies county operating hours are to be Monday - Friday from 8:00 AM to 5:00 PM. The ordinance allows for a variance from these hours with a resolution of the Board of Supervisors. Finding that the County's library branches would benefit from an alternate schedule, and finding no resolution matching the desired library hours, staff presents this item to request Board approval for the following library branch hours of operation.

El Portal Branch
Tuesday & Thursday: 9:30 AM - 12:00 PM, 1:00 PM - 5:30 PM

Mariposa Branch
Monday, Friday & Saturday: 9:00 AM - 4:00 PM
Tuesday - Thursday: 9:00 AM - 7:00 PM

Red Cloud Branch (Greeley Hill)
Tuesday: 9:30 AM - 12:30 PM
Wednesday - Thursday: 9:30 AM - 3:00 PM

Wawona Branch
Monday, Wednesday & Friday: 10:00 AM - 5:00 PM
Saturday: 10:00 AM - 3:00 PM

Yosemite Branch
Tuesday: 1:00 PM - 5:00 PM
Wednesday - Thursday: 11:00 AM - 5:00 PM

The proposed hours attempt to improve access with some evening and weekend hours while also accounting for circulation at each branch, the needs of each community and available staffing at each location. With Board approval, these hours would begin on September 6, 2022, after the Labor Day weekend.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Ordinance 2022-1175 was passed on May 10, 2022. The Board has approved other modifications in office hours including Resolution 02-234 and Resolution 02-246.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. With insufficient demand and inadequate staffing to support an 8:00 AM - 5:00 PM schedule at all branch locations, staff will need additional direction.

Amend and approve. Hours presented here can be amended to better meet community needs. Staff may need to find additional employees if current employees cannot work the amended schedules.

ATTACHMENTS:
Diana Wilcoxen - CA 4 (PDF)

RESULT: ADOPTED AS AMENDED [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

From: Diana & Mark (Willie) Wilcoxen
To: Greg Little
Cc: Board Clerk
Subject: Editorial
Date: Saturday, August 20, 2022 2:11:25 PM

[Some people who received this message don't often get email from meadowcreekranch@sti.net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

I'm shocked and upset to have discovered this week, that the Mariposa Public Library is now only open Monday to Friday, and only from 9-5. These are business hours, and the Public Library is not a business. The many people who work these same business hours can never go to the library. If they have children, then their children can never go to the library. In addition, what has happened to all of the extra programs that enriched people's lives and only happen during most people's free time on Saturday?
The concerns that have been previously voiced about the changes to the Library, have been mostly behind the scenes personnel issues. But this change in operating hours is a very objective change by the obviously unqualified "librarian" CEO, that affects and can be seen by the entire community. The purpose of the library is for public service, and it is clearly no longer serving the public.
We had a superb library when it was run by Janet-Chase Williams, and I am asking the Board of Supervisors to listen to her criticisms and to follow her advice.
Diana Wilcoxen
District 5 Mariposa County

Sent from my iPad

Attachment: Diana Wilcoxen - CA 4 (RES-2022-478 : Library Hours)

MARIPOSA COUNTY

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

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts from Departmental Presentation Portion of the August 23Rd, 2022, Meeting

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Handouts from the Departmental Presentation Portion of the August 23rd, 2022, Meeting:

– PowerPoint Presentation on Oak Fire Recovery.

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Ratify Agreement with Yosemite Falls for Repairs of the Coulterville Service Area Well

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RECOMMENDATION AND JUSTIFICATION:
Ratify Agreement with Yosemite Falls, Inc for Repairs to the Coulterville Service Area Well.

On May 17, 2022, Public Works staff received a low water level alarm indicating that the Coulterville water storage tank was only at half capacity and dropping. Local contractor Yosemite Falls, Inc. was contacted the same day to do an inspection of the well and determined that the well pump was running over it's amp rating and causing the mast well pump controls to over heat and shut off. On May 18, 2022, Yosemite Falls, Inc. located a new 15hp submersible pump and associated pump controls that were likely damaged by the pump's over amperage and was directed to make the emergency repairs. Repairs were completed on May 18, 2022, and the well pumping system was again providing water to the water storage tank. One of the pump control items is currently on back-order, but the system can continue to operate normally until the final control part is installed.

The pump that was replaced as approximately eleven years old and likely reaching its normal lie-cycle expectancy. However, recent wild land fires over the last few years also likely added additional wear and tear to the well pump system by pumping 24 hours per day on multiple occasions, some occasions lasting weeks at a time to keep up with the water demand for fire suppression activities.

BACKGROUND AND HISTORY OF BOARD ACTIONS: On July 12, 2022 Resolution 2022-413 the Board approved a budget action for these repair.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would cause the contract to remain invalid.

ATTACHMENTS:
Yosemite Falls - Coulterville Well Pump (PDF)

County Service Area 1M 2022-6

RESULT: **ADOPTED [3 TO 0]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Miles Menetrey
RECUSED: Wayne Forsythe

AGREEMENT FOR EMERGENCY WELL PUMP REPLACEMENT IN THE COULTERVILLE SERVICE AREA DISTRICT

THIS AGREEMENT ("Agreement") is made and entered into this 26th day of May, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Yosemite Falls, 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 May 18, 2022 and terminate on December 31, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform emergency well pump replacement in the Coulterville Service Area District as described in Exhibit A, "Scope of Work and Cost Proposal," 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 $40,000 as set forth in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: Yosemite Falls - Coulterville Well Pump (CSA1M-2022-6 : Ratify Agreement with Yosemite Falls for Repairs of the Coulterville

(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.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

Attachment: Yosemite Falls - Coulterville Well Pump (CSA1M-2022-6 : Ratify Agreement with Yosemite Falls for Repairs of the Coulterville

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: Yosemite Falls - Coulterville Well Pump (CSA1M-2022-6 : Ratify Agreement with Yosemite Falls for Repairs of the Coulterville

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:
Yosemite Falls, Inc.
P.O. Box 1808
Mariposa, CA 95338

COUNTY:
Melinda Rice
Public Works

County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

Attachment: Yosemite Falls - Coulterville Well Pump (CSA1M-2022-6 : Ratify Agreement with Yosemite Falls for Repairs of the Coulterville

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 A.

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 A.

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,

Attachment: Yosemite Falls - Coulterville Well Pump (CSA1M-2022-6 : Ratify Agreement with Yosemite Falls for Repairs of the Coulterville

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

Attachment: Yosemite Falls - Coulterville Well Pump (CSA1M-2022-6 : Ratify Agreement with Yosemite Falls for Repairs of the Coulterville

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

Attachment: Yosemite Falls - Coulterville Well Pump (CSA1M-2022-6 : Ratify Agreement with Yosemite Falls for Repairs of the Coulterville

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

72FB70D5691
Jay D Kimble
ZorroSign

Dallin Kimble, CAO
Public Works & Transportation

CONTRACTOR

72FB70D56A5
Heath Harris
ZorroSign

Heath Harris
Yosemite Falls, Inc.

APPROVED AS TO LEGAL FORM:

72FB70D5687
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Attachment: Yosemite Falls - Coulterville Well Pump (CSA1M-2022-6 : Ratify Agreement with Yosemite Falls for Repairs of the Coulterville

Exhibit A
SCOPE OF WORK AND COST PROPOSAL

Yosemite Falls Inc

PO Box 1808
Mariposa, CA 95338

Estimate

DATE	ESTIMATE #
5/18/2022	3844

NAME / ADDRESS	Location
Mariposa County Public Works 4639 Ben Hur Rd. Mariposa, CA 95338	Coulterville

TERMS	PROJECT
Net 30	

DESCRIPTION	QTY	COST	TOTAL
PUMP W/MOTOR 85GS15 - 15 horse pump with 3 phase 230v 15 horse motor		14,614.74	14,614.74T
2 GALVANIZED PIPE W/CUPLINK	294	17.12	5,033.28T
WELL WIRE #4	500	13.225	6,612.50T
8x2 Spider	4	32.50	130.00T
TORQUE ARRESTOR	4	20.28	81.12T
2" SPRING CHECK VALVE	2	215.81	431.62T
SHRINK KIT #4		44.44	44.44T
VFD Micro IQ		5,070.63	5,070.63T
Misc.		400.00	400.00T
LABOR	10	175.00	1,750.00
LABOR	10	175.00	1,750.00
LABOR	8	175.00	1,400.00
Sales Tax		7.75%	2,512.42
		TOTAL	$39,830.75

Attachment: Yosemite Falls - Coulterville Well Pump (CSA1M-2022-6 : Ratify Agreement with Yosemite Falls for Repairs of the Coulterville

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/18/2022

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

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

PRODUCER
Leap/Carpenter/Kemps Insurance Agency
3187 Collins Dr.
Merced CA 95348

CONTACT NAME: Susan Cozzitorto-Ormonde
PHONE (A/C, No, Ext): 209-386-5071 FAX (A/C, No): 209-384-0401
E-MAIL ADDRESS: scozzitorto@lckinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Star Ins. Company	18023
INSURER B : Service American Indemnity Co	39152
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED YOSEM02
Yosemite Falls, Inc.
Mark Harris
P.O. Box 1808
Mariposa CA 95338

COVERAGES **CERTIFICATE NUMBER:** 1191238084 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	CP0987855	10/1/2021	10/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY	N	N	CA0987855	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [ ] OCCUR			UM0987855	10/1/2021	10/1/2022	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED [X] RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		N	SAWKPIH00851901	4/1/2022	4/1/2023	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] N / A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Mariposa is named as additional insured by written contract per attached endorsement

CERTIFICATE HOLDER

Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: Yosemite Falls - Coulterville Well Pump (CSA1M-2022-6 : Ratify Agreement with Yosemite Falls for Repairs of the Coulterville

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

RESOLUTION - ACTION REQUESTED 2022-495

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Budget Action Transferring Funds from Ag Comm to PW Fleet Vehicle Fund

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RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Transferring Funds from the Agricultural Commissioner FY 2021/22 Budget to Public Works Fleet Fund ($71,000).

This transfer will cover the replacement of a FS2, 2002 Ford Explorer, and future replacement of AC-3, a 1991 Chevy S-10, Weights and Measures weight truck.

At Mid-Year Budget hearing $33,000 was approved to replace FS-2, 2002 Ford Explorer those funds were put into County Vehicle Expense. The replacement vehicle has been ordered and is pending due to supply chain issues.

Due to recent changes in Weights and Measures, Weighing Devices Testing Regulations, we are requesting an additional $38,000 to be moved into Fleet Fund 7700-170-49101, for future replacement of AC-3, a 1991 Chevy S-10, Weights and Measures weight truck with a larger weight truck that will meet the regulations for testing weighing devices.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Funds for replacement vehicle of FS-2, 2002 Ford Explorer was approved at Mid-Year and vehicle has been ordered by Fleet Manager.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this request would leave an ordered vehicle unfunded.

FINANCIAL IMPACT:
The attached budget action decreases general fund and increases Public Works Fleet's fund 7700-170-49101 to cover replacement cost of FS-2 which was removed from service.

ATTACHMENTS:
2021 2022 BA Ag Comm (PDF)

REF ID# 13299

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	235	60621	County Vehicle Expense			71,000
1001	235	80111	Transfer Out - General		71,000	
7700	170	49101	Transfer In - General		(71,000)	
7700	170	70411	Staff Vehicles		71,000	
					71,000	71,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
1001	235	80111	Transfer Out - General		71,000	
7700	170	49101	Transfer In - General			71,000

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;

DEPT HEAD SIGNATURE Monica Nelson DATE 8/12/2022

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Attachment: 2021 2022 BA Ag Comm [Revision 1] (RES-2022-495 : Budget Action Transferring Funds from Ag Comm to PW Fleet Vehicle

MARIPOSA COUNTY

Fire · 209-966-4330

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Fire Department Service Level

RECOMMENDATION AND JUSTIFICATION:
Discussion and Possible Direction Regarding Service Levels of the County Fire Department.

Mariposa County Fire Department is and always has been a complete volunteer fire department, with the exception of a paid Fire Chief and Deputy Chief. Over the last 3 years with reconciliation of roster records, accountability of training, response, and department participation, volunteer responder numbers have reached an all time low (40) with 31 as fully trained volunteer firefighters. With recent commercial and multi-family developments, more being planned and County fire taking over the fire responsibilities of the district, we now have even more to protect. The township of Mariposa formally protected by MPUD Fire is the seat of our county with the densest population, hotels, restaurants, and commerce. Currently we have a strong reliance on CAL FIRE to provide automatic aide response while our volunteers respond to the station or scene as they can. This type of service level needs to be re-evaluated to our current day and public expectation or perception of what will happen when a time of needs arises and 9-1-1 is called.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Mariposa County made improvements to fire protection by adding ultimately three "Amador" engines through CAL FIRE agreement to provide staffed fire protection during periods outside of declared fire season. CAL FIRE was requested and agreement made for CAL FIRE to provide command and control oversight to Mariposa County Fire. The Board of Supervisors resently also approved the hiring of Extra Help employees (Reserve Firefighters) to support our volunteer program and department. These employees once adequately trained will provide immediate response capability while on duty. However, these are part-time employees, not career positions that have potential for continual turnover and limited production annually.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No discussion or direction of current service levels and ways to improve service if the county wanted too. County Fire will continue to maintain current service levels as best as possible with no plan to provide permanent staffing or improved overall services in the future.

Agenda Item - No Resolution Requested

ATTACHMENTS:
FIRE DEPARTMENT SERVICE LEVELS SE EDITS (PPTX)

RESULT: DIRECTION GIVEN

Attachment: FIRE DEPARTMENT SERVICE LEVELS SE EDITS [Revision 1] (13240 : Fire Department

FIRE DEPARTMENT SERVICE LEVELS

MISSION: ... TO PROVIDE THE PUBLIC AND CITIZENS OF MARIPOSA COUNTY WITH A HIGH QUALITY, PROFESSIONAL PUBLIC SERVICE FOR THE PRESERVATION OF HUMAN LIFE, PROTECTION OF PROPERTY, ENVIRONMENT, AND NATURAL RESOURCES.

This is a conversation starter about our fire department, not anything to do with recent wildland fires.
CAL FIRE incidents / County Fire incidents

Attachment: FIRE DEPARTMENT SERVICE LEVELS SE EDITS [Revision 1] (13240 : Fire Department

CURRENT FIRE DEPARTMENT SERVICE LEVELS

- 9 OF 13 STATIONS WITH VOLUNTEERS ASSIGNED
- 31 EMERGENCY RESPONDERS (NOT COUNTING TENAYA) WE DO HAVE 3-4 IN THE PIPELINE
- 16 DRIVER/OPERATOR (11 FOR WATER TENDER)
- 42% EQUIPMENT RESPONSE DURING 2021.
- GREELEY HILL, CATHEY VALLEY, HUNTER VALLEY, – NO VOLUNTEERS CONSIDER CLOSING (MT. BULLION CLOSED)
- AMADOR WITH CALFIRE 3 STATIONS – COULTERVILLE, MARIPOSA, USONA TO PROVIDE OFF SEASON RESPONSE
- JUST HIRED 3 EXTRA HELP EMPLOYEES STARTED ONBOARDING

Attachment: FIRE DEPARTMENT SERVICE LEVELS SE EDITS [Revision 1] (13240 : Fire Department

Developments Approved coming into Mariposa County

CREEKSIDE TERRACE PROJECT – SELF HELP: 3 APARTMENT STYLE BUILDINGS, MULTI STORY- 42 UNITS (APPROVED AND CONSTRUCTED)

BROWN BEAR– 50 CABIN STYLE LODGING UNITS AND CONFERENCE CENTER BUILDING WITH SUPPORT AMENITIES (APPROVED NOT UNDER CONSTRUCTION)

WILDHAVEN- 80 GLAMPING UNITS WITH SUPPORT AMENITIES (APPROVED AND CONSTRUCTION MOVING FORWARD)

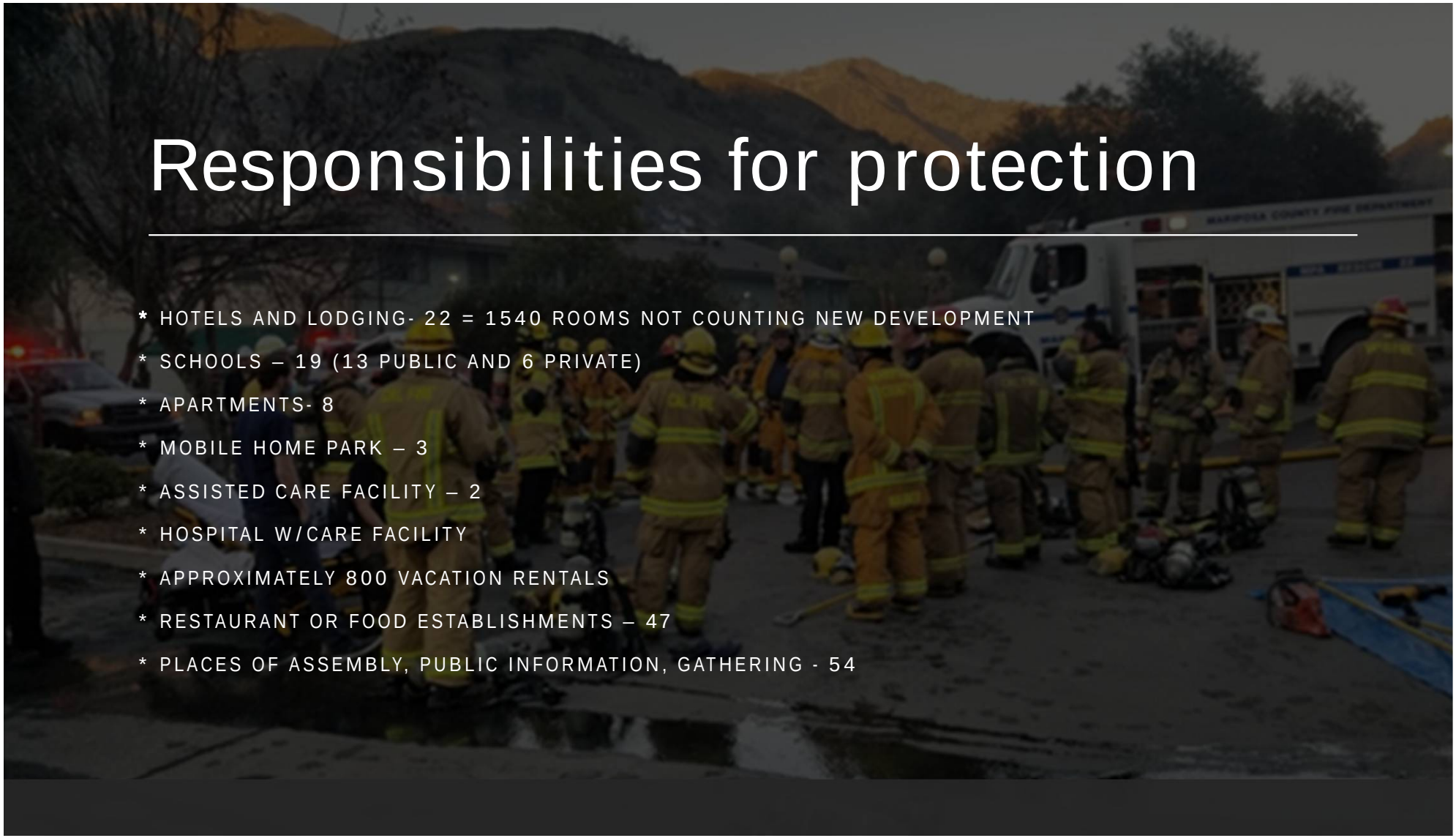
HYATT PLACE – (PREVIOUSLY HAMPTON INN) UP TO 105 HOTEL UNITS IN A UP TO 3 STORY STRUCTURE

MORE POTENTIAL DEVELOPMENTS (NOT APPROVED)

KOA AND TERRAMOR – PRE-APPLICATION FOR UP TO 400 RV UNITS AND 80-90 CONDITIONED GLAMPING UNITS. MIDPINES AREA (NOT APPROVED AT PRE-APPLICATION STEP ONLY)

MPUD NOW COUNTY'S RESPONSIBILITY FOR FIRE

Attachment: FIRE DEPARTMENT SERVICE LEVELS SE EDITS [Revision 1] (13240 : Fire Department



Responsibilities for protection

* HOTELS AND LODGING- 22 = 1540 ROOMS NOT COUNTING NEW DEVELOPMENT
* SCHOOLS – 19 (13 PUBLIC AND 6 PRIVATE)
* APARTMENTS- 8
* MOBILE HOME PARK – 3
* ASSISTED CARE FACILITY – 2
* HOSPITAL W/CARE FACILITY
* APPROXIMATELY 800 VACATION RENTALS
* RESTAURANT OR FOOD ESTABLISHMENTS – 47
* PLACES OF ASSEMBLY, PUBLIC INFORMATION, GATHERING - 54

Attachment: FIRE DEPARTMENT SERVICE LEVELS SE EDITS [Revision 1] (13240 : Fire Department

Attachment: FIRE DEPARTMENT SERVICE LEVELS SE EDITS [Revision 1] (13240 : Fire Department

Is it time to start staffing our Fire Department?

What staffing could look like

- County Staffing
  - 40hrs week full time employees
  - 24/7 full time employees
- CALFIRE Staffing
- 24/7

Comparison of service levels County Fire Schedule C employees 10hrs/7days

cost estimated based off Mariposa County Grade and Step on 1/13/22 page 29

- 40hr week employees (4)
- 10hr days/7 days a week
- Volunteer at night
- Utilize EH employees to fill vacant shifts/OT needs
- Immediate response capabilities
- Support volunteers, pre-plans, assist inspections, consistent work production

FF/Driver Operator(S)

$37.41/hr $6484/mo. $77,812.80/yr

With benefit and operating costs to county per position $124,019.20

4 positions = $496,076.80/per station

$31/hr $5380/mo. $64,563.20/yr

With benefit and operating costs to county per position $103,144.80

4 positions = $412,579.20/per station

****Would need to add a FC to C&C agreement $228,060**

Attachment: FIRE DEPARTMENT SERVICE LEVELS SE EDITS [Revision 1] (13240 : Fire Department

Comparison of service levels County Fire Schedule C employees 24hr/7days

cost estimated based off Mariposa County Grade and Step on 1/13/22 page 29

- 24hr/7day week employees (5)
- 10hr days/7 days a week
- Utilize EH employees to fill vacant shifts/OT needs (high turnover rate)
- Immediate response capabilities 24/7
- Support volunteers, pre-plans, assist inspections, consistent work production

FF/Driver Operator

$37.41/hr $6484/mo. $77,812.80/yr

With benefit and operating costs to county per position $124,019.20 + EDWC @ $56.12/hr. 19hrs/wk. (72hr scheduled, 53 straight 19 OT)

4 positions = $543,637.20/per station

$31/hr $5,380/mo. $64,563.20/yr

With benefit and operating costs to county per position $103,144.80 + EDWC @ $46.50/hr. 19hrs/wk. (72hr scheduled, 53 straight 19 OT)

4 positions = $450,983.52/per station

****Would need to add a FC to C&C agreement $228,060**

Comparison of service levels CALFIRE Schedule A 24hr/7day

cost estimated based off CALFIRE fiscal sheet for estimated costs

- 24hr/7day week employees (7)
- Expand the C&C agreement to include 2 Fire Captains and 4 Engineers
- Immediate response capabilities 24/7
- No dealing with personnel issues, on-boarding, vacancies, ect. State employees not County
- Trained through CALFIRE Training Center, various amounts of experience.
- Support volunteers, pre-plans, assist inspections, consistent work production

2 - Fire Captain(s)

5 – Fire Apparatus Engineers

Add $499,620 for two more Captains

Add $1,052,053 for five Engineers

Total + $1,551,673

Agreement total would go to

$2,583,675.00 (admin rate being increased to 16%)

Attachment: FIRE DEPARTMENT SERVICE LEVELS SE EDITS [Revision 1] (13240 : Fire Department

Possibilities of funding

* Impact fees for new development

Future equipment such as aerial trucks, rescues with specialized equipment to support commercial fires. Future Fire Stations or remodel from volunteer to staffing capabilities.

* Fire Service Fee applied to our rental room properties: 1540 rooms + vacation rentals (800) provides opportunity to staff fire department without creating a significant hardship on General Funds and community tax base.

* Raise TOT or ask for a Study to determine appropriate level of sales tax if that made sense.

* Combination

Attachment: FIRE DEPARTMENT SERVICE LEVELS SE EDITS [Revision 1] (13240 : Fire Department

What Fire Service Level does our County want?

- No change– continue to recruit as much as possible lean on Extra Help and CALFIRE
- Look into staffing select station(s) 10-hour days/7 days a week with county personnel working under CALFIRE command and control
- Look into staffing select station(s) 24-hour day/7 days a week with county personnel working under CALFIRE command and control
- Look into staffing select station(s) with CALFIRE personnel
- Combination of options above.

Attachment: FIRE DEPARTMENT SERVICE LEVELS SE EDITS [Revision 1] (13240 : Fire Department

§Discussion / Recommendations

- § Are we in need of improved fire service level?
- § Do you like the options for staffing presented here?
  - § My recommendation is ultimately staffing with CALFIRE personnel best options to alleviate dealing with HR issues, union negotiations, training, turnover, staffing issues, ect.
- § Starting point, county employees 10 hr days/ 7 days a week under CAL FIRE Command and Control is a great option and can be started quickly.
- § Are you good with presenting these options to the public?
  - § Public meetings regarding fire protection service levels?
- § Hire a company to do a study to justify need for staffing and options to fund the Fire Department?
- § What else would you be interested in knowing to help make decisions regarding fire department service levels?

Questions, comments, direction?

Attachment: FIRE DEPARTMENT SERVICE LEVELS SE EDITS [Revision 1] (13240 : Fire Department

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-496

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Mariposa Creek Parkway Trailhead Consultant Contract

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with WRT to Conduct the Mariposa Creek Parkway Phase III Trailhead Design and Permitting; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Receiving Unanticipated Revenue from Grant Award ($671,500)

In September 2021, the Board authorized application for a grant from the American Rescue Plan Act Travel, Tourism, and Outdoor Recreation program that would support the planning, preliminary design, and permitting work necessary to construct the Phase III Trailhead for the Mariposa Creek Parkway. The amount of the grant was $671,500, with the required 20% match coming from a combination of staff time and existing grant funding from Caltrans.

Located on the north side of Mariposa Creek near the intersection of Stroming Road and 8th Street, this site has been identified in the Mariposa Creek Parkway Master Plan as an ideal opportunity for trailhead functions and programs such as parking, bathrooms, public art, interpretive elements, soft paths, and/or performance and gathering places.

The project's scope of work includes advanced design, community engagement, and permit acquisition to move this portion of the site closer to being shovel ready. Funding to complete and implement the design will be secured at a later date.

The grant application was successful, and the County pursued a Request for Qualifications process to select a qualified consultant team to lead design and permitting work.

The RFQ closed on June 29, and the County received one response from a team led by WRT, and including Provost and Pritchard (P+P), Sierra Foothill Conservancy (SFC), Live Oak Associates (LOA), and Earthscape. The RFQ comes from eminently qualified consultants. Each of the first four organizations listed have been and are currently intimately involved in the recent phases of the Mariposa Creek Parkway project, including the master plan (WRT, SFC, and LOA), riparian restoration project (same), and Phase IV Special Plan (P+P and LOA).

Significantly, these four project partners are already conducting similar permitting

work in the Phase III segment as the selected consultants for the Caltrans-funded Phase III design and construction project. There are deep synergies and overlaps between the scopes of work for these two projects, making this team's selection as the consultant for the Phase III Trailhead and Park an easy choice. This was reflected in the proposal review and scoring process, in which the consultant selection committee unanimously agreed that the WRT-led team was a highly qualified and capable respondent.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has taken many actions related to the Mariposa Creek Parkway project, including the Phase III segment. Among these, the most relevant to the current item are:

RES-2021-528: Adopt a Resolution Approving the Submittal of an Application for an Economic Development Administration (EDA) American Rescue Plan Act Grant for the Mariposa Creek Parkway Phase III Trail

RES-2020-32: Verify Acceptance of Mariposa Creek Parkway Properties with Restrictions

LTC-2020-3: Mariposa Creek Parkway Adoption

LTC-2020-15: Mariposa Creek Parkway ATP

RES-2021-172: Award Agreement to Sierra Foothills Conservancy for Mariposa Creek Parkway Restoration Project

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would result in the Planning Department having to seek and contract with another, likely less qualified team to implement this project.

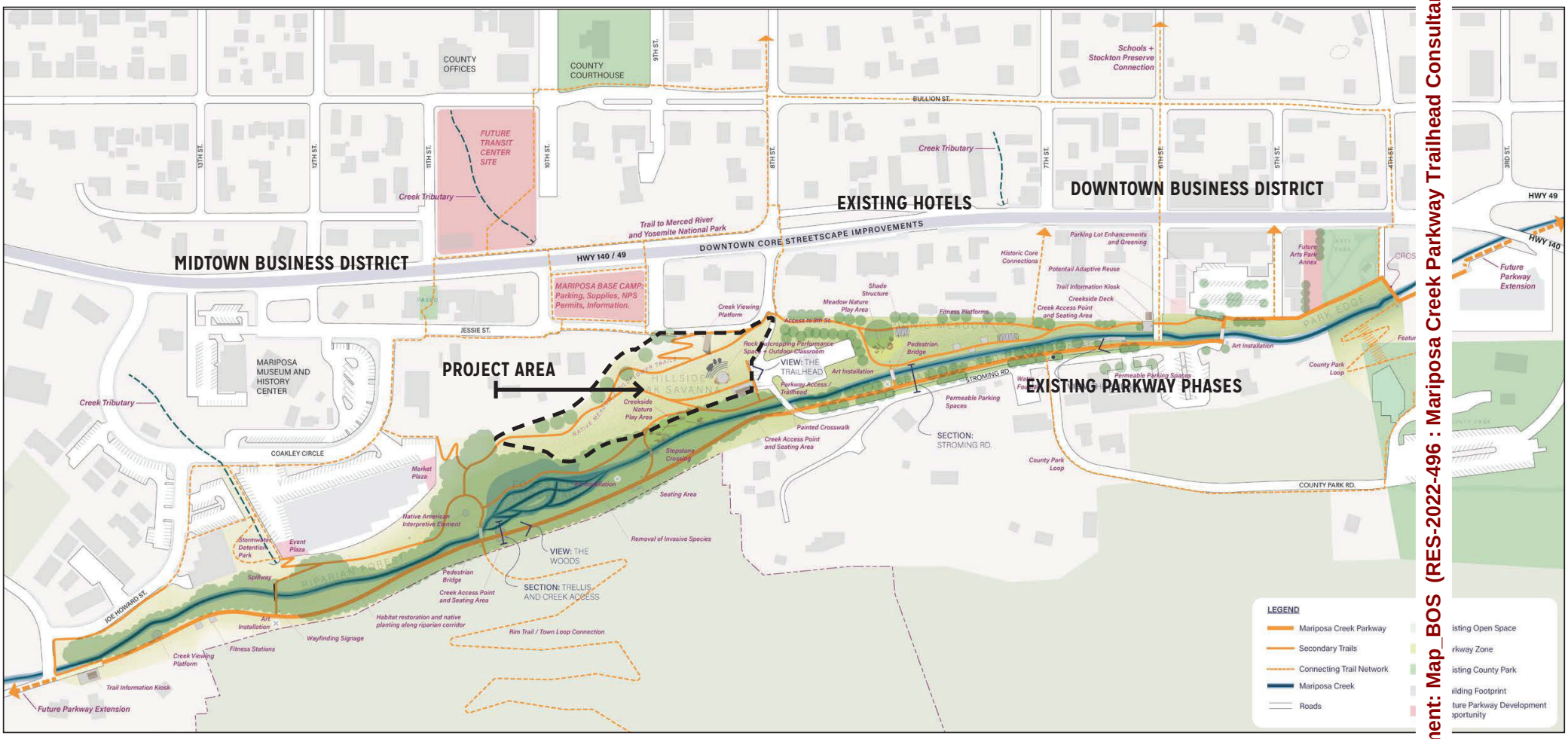
FINANCIAL IMPACT:
There will be no impact to the General Fund, as the project is grant funded and matching funds will be staff time and other already-secured grant funding.

ATTACHMENTS:
Map_BOS (PDF)
220823 Mariposa Creek Parkway Trailhead and Destination Park_WRT Signed (PDF)
Budget Action - Board Item 13136 (PDF)

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

IMMEDIATE IMPLEMENTATION + VISIONARY ACTION

THE MASTER PLAN AND THE PROCESS TO DEVELOP IT WERE SO EFFECTIVE THAT THEY ENABLED THE PROJECT PARTNERSHIP TO MOVE RAPIDLY TO SECURE FUNDING FOR CRITICAL SHORT-TER EPS IDENTIFIED IN THE DOCUMENT. IN ADDITION TO SECURING A $750K GRANT TO ACQUIRE THE PROJECT AREA, THE COUNTY AND ITS PARTNERS ARE CURRENTLY SPENDING AN ADDITIONAL $4.8I BUILD THE PARKWAY IN THE PHASE III SEGMENT, WHICH WILL BOTH ESTABLISH AND ENHANCE CONNECTIONS BETWEEN THE DOWNTOWN BUSINESS DISTRICT AND THE MARIPOSA CREEK PARKWAY. THE POSED PROJECT IS AN ESSENTIAL COMPONENT TO THE PROJECT'S CONNECTIVITY AND ACCESS EXPANSION STRATEGY.



MARIPOSA CREEK PARKWAY MASTER PLAN // PHASE II AND III SEGMENTS

Attachment: Map_BOS (RES-2022-496 : Mariposa Creek Parkway Trailhead Consultant Contract)

AGREEMENT FOR TRAILHEAD AND PARK PLANNING, DESIGN, AND PERMITTING

THIS AGREEMENT ("Agreement") is made and entered into this 23rd day of August, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and WRT, INC., ("Contractor"), a planning and design firm, pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or September 30th, 2024, whichever is earlier.

2. SERVICES

Contractor shall perform trailhead and park planning, design, and permitting 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 $671,500 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form

Attachment: 220823 Mariposa Creek Parkway Trailhead and Destination Park_WRT Signed [Revision 1] (RES-2022-496 : Mariposa Creek

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the

Attachment: 220823 Mariposa Creek Parkway Trailhead and Destination Park_WRT Signed [Revision 1] (RES-2022-496 : Mariposa Creek

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 negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

Attachment: 220823 Mariposa Creek Parkway Trailhead and Destination Park_WRT Signed [Revision 1] (RES-2022-496 : Mariposa Creek

Attachment: 220823 Mariposa Creek Parkway Trailhead and Destination Park_WRT Signed [Revision 1] (RES-2022-496 : Mariposa Creek

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:
John Gibbs
WRT, INC.
478 Tehama Street, Suite 2B
San Francisco, CA 94103

COUNTY:
Mikey Goralnik
County of Mariposa
PO Box 2039
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. This includes compliance with the relevant provisions of 2 CFR 200 Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as appropriate.

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.

Attachment: 220823 Mariposa Creek Parkway Trailhead and Destination Park_WRT Signed [Revision 1] (RES-2022-496 : Mariposa Creek

B. Either party may terminate this Agreement for convenience upon 90 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

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

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

17. NO WAIVER

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

18. DISPUTES

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

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.

Attachment: 220823 Mariposa Creek Parkway Trailhead and Destination Park_WRT Signed [Revision 1] (RES-2022-496 : Mariposa Creek

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.

Attachment: 220823 Mariposa Creek Parkway Trailhead and Destination Park_WRT Signed [Revision 1] (RES-2022-496 : Mariposa Creek

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

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.

Attachment: 220823 Mariposa Creek Parkway Trailhead and Destination Park_WRT Signed [Revision 1] (RES-2022-496 : Mariposa Creek

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

JOHN R GIBBS 7/18/2022

John Gibbs, Principal
WRT, INC.

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: 220823 Mariposa Creek Parkway Trailhead and Destination Park_WRT Signed [Revision 1] (RES-2022-496 : Mariposa Creek

Exhibit A
SCOPE OF WORK

1. **15% Conceptual Design**
   15% conceptual design will build upon and refine the preliminary design concepts reflected in the Mariposa Creek Parkway Master Plan. This phase will involve and conclude with significant stakeholder engagement to ensure that these more advanced phases of the design align with community's preferences and expectations.

   Deliverables will include illustrative drawings, such as perspectives, rendered plans, sections/section-elevations, and diagrams that communicate relationships, functions, and intent of design elements. Additional materials may be required to support a sufficient community engagement effort.

   Additionally, this task will result in a preliminary sheet set with both plan view drawings, as well as construction details and sections/section elevations as needed. Anticipated sheets will include:
   - general conditions;
   - hardscape;
   - clearing/demolition
   - civil engineering;
   - lighting and electrical;
   - landscape architecture, and;
   - other sheets as needed.

2. **Biological and Cultural Studies**
   These studies, including specialist reports, analyses, and assessments, will support the project's environmental compliance and permitting work. In particular, these studies will support future CEQA and NEPA reviews necessary to construct the project.

3. **20% Conceptual Design**
   This phase entails completing the conceptual design based on the feedback received during the stakeholder engagement work at the conclusion of the 15% conceptual design task. Deliverables from this task will be more technical and less illustrative in nature than in Task 1, and will primarily involve updating and expanding on the sheet set initiated during that previous phase.

4. **Cost Estimate + Permit Acquisition**
   These permits, likely including Sections 404, 401, and 1602 permits issued by the California Department of Fisheries and Wildlife, are anticipated to be necessary for constructing and maintaining the project. They are required because the project is located in a sensitive riparian area and ensure that the project does not have a deleterious impact on the surrounding and downstream landscapes.

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The consultant will also be expected to shepherd the project through its required CEQA and NEPA compliance. The Mariposa County Planning Department would both be the lead agency for CEQA and NEPA, and spearhead the development review process to ensure coordination between the County departments.

The cost estimate is needed to guide future efforts to secure funding to execute the shovel-ready project for implementing the completed planning project. It will therefore be granular and specific enough to support future fundraising efforts to advance and implement the deliverables of this project.

Project Schedule

It is assumed that work would begin in August 2022 and that project tasks will be completed in 24 months, in the below workflow:

- 15% Conceptual Design: August 2022-May 2023
- Biological and Cultural Studies: September 2022-July 2023
- 20% Conceptual Design: June-September 2023
- Cost Estimate + Permit Acquisition, including but not limited to: Sections 404, 401, and 1602 Permits: September 2023-September 2024

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Exhibit B

COST PROPOSAL

D4. TIME AND SERVICES PROPOSAL

Below is a summary of the anticipated hours for each of our key staff members. Percentages are based the estimated total number of project hours being near 4,900 for the team.

NAME	ROLE	HOURS	%
WRT / Prime Consultant / Landscape Architect & Design Lead			
John Gibbs	Principal	160	3%
Andrew Dawson	Project Manager	565	12%
Peter Trio	Landscape Architect	790	16%
Emily Kelly	Designer/Planner	935	19%
PROVOST & PRITCHARD / Civil Engineering / CEQA/NEPA			
Michael Osborn	Senior Engineer / PM	260	5%
Briza Grace Scholars	Project Planner	380	8%
Bryan Bowers	Surveyor	40	1%
Project Staff		620	12%
SIERRA FOOTHILL CONSERVANCY / Landowner Liaison / Community Engagement			
Bridget Fithian	Principal	155	3%
Jessica Thompson	Operations Manager	251	5%`
EARTHSCAPE / Playground Design			
Nathaniel Grant	Project Manager	100	2%
Nathan Schleicher	Project Designer	150	3%
LIVE OAK ASSOCIATES / Ecology, Conservation, Permitting			
Austin Pearson	Principal	100	2%
Rebekah Jensen	Senior PM / Ecologist	190	4%
Colleen Del Vecchio	Ecologist / Arborist	200	4%

Attachment: 220823 Mariposa Creek Parkway Trailhead and Destination Park_WRT Signed [Revision 1] (RES-2022-496 : Mariposa Creek

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5539	249	46160	Federal Revenue - Other		(671,500)	
5539	249	70100	Buildings and Improvements		671,500	
					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
					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 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;

Grant funds awarded. WRT contractor $671,500.

DEPT HEAD SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Attachment: Budget Action - Board Item 13136 (RES-2022-496 : Mariposa Creek Parkway Trailhead Consultant Contract)

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2022-497

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Changes to Community Design and Development Planner Job Description and Allocations

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RECOMMENDATION AND JUSTIFICATION:
Approve changes to the Community Design and Development Planner job description by converting this classification into a flexible classification of Community Design and Development Planner I/II; approve a new classification of Senior Community Design and Development Planner; set the salary ranges for the classifications; designate all classifications to the Service Employees International Union (SEIU); and allocate one Community Design and Development Planner I/II position and one Senior Community Design and Development Planner position to the Planning Department, effective immediately.

The Planning Director has identified a need to have a Community Design and Development Planner series that would allow her the flexibility of hiring at an entry level and moving incumbents upward as knowledge and skills are developed on the job under the direction and supervision of the senior level position in the series. The senior is the expert level already possessing the skills and experience necessary to successfully navigate the complex processes involved in project management, including grant and contract administration.

The projects the current Community Design and Development Planner pursues are high priority “legacy” projects for County-wide benefit. These projects implement portions of the Safety, Infrastructure Wellness, Stewardship and Prosperity Focus Areas of the Strategic Plan, including pursuing grant funding, developing the Field of Dreams/recreation center, increasing public access trails, improving pedestrian safety with additional sidewalks, creating more pocket parks, pursuing strategic fuel reduction projects and mobility and housing projects, and developing and implementing other plans including the Recreation and Resiliency Master Plan, the Mariposa Creek Parkway Master Plan, the Merced River Trail Vision Plan, the Creative Placemaking Master Plan, and the Mariposa County General Plan.

The incumbent currently has $5,890,000 in awarded projects and $3,200,000 in

pending projects and is now at capacity for the grant funded projects he has pursued and has successfully been awarded. There are many other grant program opportunities that he is currently unable to pursue although he regularly receives invitations to apply from grant agencies. In an effort to continue pursuit of these grants along with effective management of the multiple current funded and pending projects as well as future projects, the Planning Director has requested a Community Design and Development Planner series to allow her to bring on additional staff at an entry level and to move upward when the required training and experience has been reached under the direction and supervision of a Senior Community Design and Development Planner. In addition to training and supervising lower-level employees to continue in and to expand this work, the senior level will also direct and administer all aspects of the community design and development program in the department.

Staff recommends setting the monthly salary ranges as follows:
Community Design and Development Planner I: $5,135.59 - $6,242.31
Community Design and Development Planner II: $5,770.68 - $7,014.49
Senior Community Design and Development Planner: $6,391.89 - $7,769.17
These salaries are aligned with the Administrative Analyst series, which is appropriate for this series due to the similar complexity of duties and high level of responsibilities required of these positions. The proposed salary of the Community Design and Development Planner II is in line with the current salary of the incumbent.

Funding for an additional Community Design and Development Planner allocation has already been approved during the budget process, and the increase to accommodate a senior level will be covered by salary savings within the Planning Department budget. The affected union has been notified of the proposed changes to create a Community Design and Development Planner classification series.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
From time to time, the Board approves amended job descriptions when necessary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the changes to the job descriptions as requested. The ability for the Planning Director to have a position to train and supervise lower-level positions and the flexibility to upwardly move employees will not be available to her.

FINANCIAL IMPACT:
Funding has been approved during budget process for an additional allocation. Additional funding for the higher level will be covered by salary savings in the Planning Department budget.

ATTACHMENTS:
Community Design and Development Planner I-II-Draft (PDF)
Senior Community Design and Development Planner-Draft (PDF)

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

County of Mariposa

COMMUNITY DESIGN AND DEVELOPMENT PLANNER I/II

DEFINITION

Performs responsible office and field work related to physical form, landscape performance, and community design functions; supports the planning, community engagement, design, and construction of new and existing public parks, open spaces, and active transportation investments; contributes to the county's creative placemaking efforts, including cultural planning, public art development, and interactive storytelling; assists with the selection and management of landscape architects, community planners, artists, and other planning and design consultants to effectively deliver projects; helps build coalitions with partner organizations, public agencies, and the community to achieve equitable and representative community design deliverables; pursues and supports the administration of funding from public and private sources to support new planning and design initiatives; integrates community design and planning investments into regional economic development strategies.

DISTINGUISHING CHARACTERISTICS

As part of the Community Design and Development Planner series, the Community Design and Development Planner I receives supervision during various stages of assignments and is the entry-training level classification in the series. The Community Design and Development Planner II has greater latitude and independence in performing more difficult assignments and projects. The Community Design and Development Planner II works with the least supervision and on complex assignments, which require independent judgment, initiative, and is the fully qualified, advanced level classification in the series.

Community Design and Development Planner I – This is the entry-level in the class series. Employees learn and perform routine office and field duties associated with the position. Employees are given an increasing scope of responsibility and authority making recommendations within the range of basic functions and responsibilities commensurate with the duties associated with this position but are subject to supervisory review before implementing recommendations. Employees in this classification receive close supervision within a framework of well-defined policies and procedures.

Community Design and Development Planner II – This job class functions at a journey level of classification in this series, performing duties independently and exercising a significant degree of independent judgment. Employees are given a scope of responsibility and authority to make recommendations within the range of basic functions and responsibilities commensurate with the duties associated with this position. Employees are accountable for the recommendations and actions selected. May be assigned to serve as the department's representative for collaborating planning efforts; may oversee, coordinate, or direct support staff assisting on assigned projects; may assist in the training of Community Design and Development Planner I incumbents.

Attachment: Community Design and Development Planner I-II-Draft (RES-2022-497 : Approve Changes to Community Design and Development

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Senior Community Design and Development Planner, Deputy Planning Director, or Planning Director.

This position does not supervise, but does provide advice and guidance on work teams that are assembled for a specific project or activity.

EXAMPLES OF ESSENTIAL FUNCTIONS

Depending on assignment, may:

Develop and strengthen community organizations to promote and advise on design-related topics, including placemaking and urban design.

Present project updates and recommendations to various Planning Advisory Committees, the Planning Commission, and Board of Supervisors.

Contribute to the pursuit of funding from a variety of sources to support community design and placemaking initiatives.

With supervision, produce and review draft project deliverables, including illustrative and technical graphics, planning documents, and other community design and development outputs.

Apply current digital graphic design and visualization software, including Adobe CC (Photoshop, Illustrator, Indesign), Sketchup, Rhino, and Lumion to create clear, compelling graphics for public view.

Coordinate with design professionals in the production and implementation of deliverables such as concept designs, schematic design packages, interactive stakeholder engagement strategies, and community planning documents.

Collaborate with senior staff and contractors to devise and implement innovative, equitable, and effective stakeholder engagement techniques is necessary.

Identify opportunities to build innovative and effective coalitions among community groups, including non-profits, private businesses, educational institutions, and county agencies.

Use Geographic Information Systems (GIS) to both process geospatial data relevant to site selection and analysis, and produce accurate, compelling graphic maps and other documents. May be assigned to serve as the Department's representative for collaborative planning efforts.

Performs other related duties similar to the above in scope and function as required.

Attachment: Community Design and Development Planner I-II-Draft (RES-2022-497 : Approve Changes to Community Design and Development

EMPLOYMENT STANDARDS

***Note**: The level and scope of the knowledge, skills, and abilities listed in this section are related to the job duties as defined under Distinguishing Characteristics.*

Knowledge of:

National and state-level grant opportunities for a variety of topics such as green infrastructure, active transportation and recreation planning and design, creative placemaking, and related topics.

Each phase of the project delivery timeline.

Existing coalitions between local community organizations.

Sustainable building and landscape modification practices and certifications, such as Leadership in Energy and Environmental Design (LEED) and the Sustainable SITES Initiative.

Best practices for community parks, open space, and recreation operation and maintenance.

A basic understanding of local environmental, topographic, hydrologic, and climatic conditions.

Appropriate techniques for environmental analysis.

Principles, accepted practices, and techniques of planning and environmental design.

Current and historic trends in Federal, State, and local planning.

Ability to:

Receive minimal supervision in the pursuit of opportunities to increase the quality of community design and dialogue in Mariposa County.

Support the management of complex projects from start to finish.

Work with a wide variety of experts and practitioners to arrive at holistic, interdisciplinary solutions.

Communicate clearly, using written, oral, and graphic techniques, with a variety of stakeholders, including Planning Advisory Committees, the Planning Commission, the Board of Supervisors, and county staff.

Use appropriate computer software in the preparation of presentations, reports, graphics, displays, and maps.

Attachment: Community Design and Development Planner I-II-Draft (RES-2022-497 : Approve Changes to Community Design and Development

Contribute to successful securing of funding such as grants and private investment from a variety of sources to supplement county budget for community design and placemaking initiatives.

Coordinate with architecture and engineering contractors and consultants design efforts and assist in developing budgets and deliverable expectations from concept design through construction observation.

Establish and maintain effective working relationships with those contacted in the course of work. Carry out the departmental and County missions.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and construction hazards, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, fumes, dust, skin irritants, working at heights.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing office duties and/or field work; traverse uneven terrain; lift and/or move light weights; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office and specialized equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written and graphic means, to review information and enter/retrieve data, to see and read characters on a computer screen. Must be able to use a computer to access and attend meetings using video conferencing platforms.

MINIMUM QUALIFICATIONS

Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience and Education:

Community Design and Development Planner I

Graduation from an accredited four-year college or university with major course work in planning, architecture, landscape architecture, environmental studies, or directly related courses, one year of experience in the fields of landscape architecture, architecture, and/or community planning and design, and prior work experience with diverse stakeholder groups and government agencies. Public sector experience is preferred.

Attachment: Community Design and Development Planner I-II-Draft (RES-2022-497 : Approve Changes to Community Design and Development

Community Design and Development Planner II
Graduation from an accredited four-year college or university with major course work in planning, architecture, landscape architecture, environmental studies, or directly related courses, two years of experience in the fields of landscape architecture, architecture, and/or community planning and design, and prior work experience with diverse stakeholder groups and government agencies. Public sector experience is preferred.

Additional Requirements:
Possession of a valid driver's license is required.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation date: 08/22 (B/S Res. 22-)

Attachment: Community Design and Development Planner I-II-Draft (RES-2022-497 : Approve Changes to Community Design and Development

County of Mariposa

SENIOR COMMUNITY DESIGN AND DEVELOPMENT PLANNER

DEFINITION

Directs and performs responsible office and field work related to physical form, landscape performance, and community design functions; directs, supervises and assigns the work of community design and development staff; performs administrative and analytical support duties;, conceptualizes, manages and oversees special projects and programs including the execution of new and existing parks, open spaces, public art projects, and active transportation investments at all stages of the project delivery timeline; directs and organizes cross-agency, often interdisciplinary partnerships to deliver innovative, priority planning and community building initiatives; directs and assumes primary responsibility for identifying, securing, investing, and managing significant public funding to implement legacy projects; directs and manages grant writing, and grants and contract management administration for legacy projects. Work involves the gathering, interpretation, and development of options, supporting and making recommendations to Planning Advisory Committees, the Planning Commission and Board of Supervisors, and reporting data dealing with complex problems and issues, and includes those that deal with community/business involvement/outreach, strategic communications and public relations, grants and contracts management/administration, program management, and surveys/studies.

DISTINGUISHING CHARACTERISTICS

The Senior Community Design and Development Planner is the expert level in the series and is responsible for those highly technical assignments and significant planning and development projects requiring focused experience in a specialized subject area. Incumbents in this position are assigned significant responsibilities at the expert level that require highly specialized knowledge, skills, experience, and the ability to exercise independent judgment in the performance of their duties. This classification is distinguished from Community Design and Development Planner II in that it performs higher-level, complex professional work with a very high degree of independence and responsibility. This position exercises independent judgement in development of and administering project planning, funding, design, and construction work.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Deputy Planning Director and Planning Director.

Exercises lead direction and supervision over assigned staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Supervises community design functions for the County.

Directs, trains, and supervises the work of others as assigned.

Attachment: Senior Community Design and Development Planner-Draft (RES-2022-497 : Approve Changes to Community Design and

Reviews, assesses, recommends, and reports on community design and development projects; prepares correspondence, public hearing notices, and all associated documentation.

Assigns, reviews, and approves work of other planners.

Identifies, pursues, secures, and if awarded, manages funding to support priority community design and development planning and implementation initiatives.

Serves as project manager and allocates resources of other staff members for the preparation of design and development deliverables, including graphics (maps, illustrative perspectives, exhibits), materials for public meetings, cost estimates and plan documents.

Manages, designs, and administers long term capital improvement plans, including the design and construction of park project and community space planning, permitting and improvements, housing and transportation programs and resiliency programs in cooperation with the grant entities (State of California and many others) and many other local partners.

Prepares, oversees, and administers various grant programs.

Serves as regular staff to Planning Advisory Committees for ongoing meetings.

Oversees the design and permitting of multi-beneficial public projects, including coordinating, and implementing appropriate environmental compliance pathways such as CEQA (California Environmental Quality Act), NEPA (National Environmental Protection Act), and project reviews from state agencies (e.g., Caltrans, California Department of Fish and Wildlife).

Directs a portfolio of projects conducted by teams comprised of colleagues with diverse sets of expertise (e.g., arts, housing development, real estate financing, engineering), consultants, and partners (including nonprofit and academic).

Reviews and authorizes invoices and other requests for payment from County contractors.

Manages the demands of directing multiple projects and priorities at one time.

Negotiates and prepares contracts (including detailed scopes of work) and other legal agreements with consultants, property owners, and other relevant stakeholders and collaborators.

Manages complex and sizable project budgets and ensures compliance with guidelines and requirements of public funders.

Attachment: Senior Community Design and Development Planner-Draft (RES-2022-497 : Approve Changes to Community Design and

Mitigates controversy on high-profile community design and development projects and works with affected parties to develop mutually beneficial solutions in the event of potential conflicts.

Advises internally and externally on how to use the principles of landscape architecture and creative placemaking to achieve priorities and objectives expressed in adopted county plans.

Oversees and directs other staff in the application of current digital graphic design and visualization software, including Adobe CC (Photoshop, Illustrator, Indesign), Sketchup, Rhino, and Lumion to create clear, compelling graphics for public view.

Applies knowledge of federal, state, local, and nonprofit land conservation and park policies and programs across the country.

May be assigned to serve as the Department's representative for interfacing with local, state, and federal agencies, among other critical stakeholders.

Performs other related duties similar to the above in scope and function as required.

EMPLOYMENT STANDARDS

Knowledge of:

Advanced principles, accepted practices, and techniques of planning and land use.

Effective principles of project management.

Planning, development, design, construction, operation, and maintenance of a public recreation system.

Site development and construction principles and practices utilized in the planning and construction of major projects including parks and trail projects.

Standard plans and specifications.

Successful methods for mentoring, developing, supervising, and training staff; ensuring staff work is within appropriate job classifications.

Strategic community building opportunities and initiatives in Mariposa County.

State-of-the-art practices for integrating climate change adaptation and resiliency into community design and development projects.

Attachment: Senior Community Design and Development Planner-Draft (RES-2022-497 : Approve Changes to Community Design and

Advanced knowledge of managing and conducting real estate transactions for conservation and recreation purposes.

A clear understanding of local environmental, topographic, hydrologic, and climatic conditions.

Expert-level skills in graphic design software and principles.

Computerized mapping and drafting technologies and other computer applications and software used to process field data.

Principles of compiling data using geographic information systems (GIS).

Ability to:

Supervise and train others.

Perform the more complex technical planning work.

Manage projects, resources, professional service agreements and budgets.

Make clear, credible, and accurate presentations to various advisory groups, commissions, and boards.

Carry out the Departmental and County missions.

Instruct, persuade, negotiate, and motivate individuals with diverse backgrounds and business interests.

Establish and maintain effective working relationships with those contacted in the course of work.

Understand, interpret, and apply State laws, and local ordinances, requirements and regulations related to planning, community design, development, and conduct of citizens advisory committees and the Brown Act and Maddy Act.

Analyze, interpret, and implement related planning and design documents, including but not limited to the General Plan, the Creative Placemaking Strategy, the Recreation and Resiliency Master Plan, the Mariposa Creek Parkway Master Plan, plans for the Mariposa Transportation Center, the 11th Street Paseo, the Merced River Trail Master Plan, and the Integrated Mobility and Housing Strategy.

Analyze situations and develop appropriate courses of action.

Attachment: Senior Community Design and Development Planner-Draft (RES-2022-497 : Approve Changes to Community Design and

Understand and execute written and oral instructions in a timely and accurate manner.

Communicate effectively in both oral, graphic, and written forms.

Read and understand site plans, grading plans, landscape plans, and architectural elevations.

Oversee the design and permitting of multi-beneficial public projects, including coordinating, and implementing appropriate environmental compliance pathways such as CEQA, NEPA, and project reviews from state agencies (e.g., Caltrans, California Department of Fish and Wildlife).

Develop and implement an effective strategy for securing funding from state and federal agencies, as well as other external sources to support key community planning and design initiatives, including researching potential grant opportunities, communicating with grant agencies, and preparing and submitting grant applications.

Preparing requests for proposal/qualification documents, reviewing consultant proposals, developing contracts, and managing significant contracts.

Oversee and direct other staff in the application of current digital graphic design and visualization software, including Adobe CC (Photoshop, Illustrator, Indesign), Sketchup, Rhino, and Lumion to create clear, compelling graphics for public view.

Administer County advisory committees in accordance with the applicable state laws and local policies and operate with professionalism and discretion in carrying out advisory committee functions.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and construction hazards, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, fumes, dust, skin irritants, working at heights.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing office duties and/or field work; traverse uneven terrain; lift and/or move light weights; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and specialized equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through

Attachment: Senior Community Design and Development Planner-Draft (RES-2022-497 : Approve Changes to Community Design and

written and graphic means, to review information and enter/retrieve data, to see and read characters on a computer screen. Must be able to use a computer to access and attend meetings using video conferencing platforms.

MINIMUM QUALIFICATIONS

Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience and Education:

Graduation from an accredited four-year college or university with major course work in planning, architecture, or landscape architecture, or a directly related field (a Master's degree in these fields is highly desirable), three years of experience in the fields of landscape architecture, architecture, and/or community planning and design, and prior work experience with diverse stakeholder groups and government agencies. Public sector experience is preferred.

Professional certification (such as AICP or ASLA) and/or licensure (such as professional landscape architecture license) is highly desirable.

Additional Requirements:

Possession of a valid driver's license is required.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation date: 08/22 (B/S Res. 22-)

Attachment: Senior Community Design and Development Planner-Draft (RES-2022-497 : Approve Changes to Community Design and

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-498

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Release Real Property Known as APN 008-170-0660

RECOMMENDATION AND JUSTIFICATION:
Release Real Property from the Terms of the Agreement Made by Mariposa County and Property Owner, Barron E. Brouillette Trust Made on August 14, 1990, and Recorded as Doc. 905363 in Mariposa County Official Records and authorize the Board Chair to sign the Termination Agreement attached herto.

Mariposa County has a regulatory agreement with the owners of the land at APN 008-170-0660 that requires rental rates that are affordable to low-income County residents. This agreement runs with the land and is further described in the document attached hereto. As this property is in the process of changing title, a release from this agreement is desired.

At the time that the agreement was executed on August 14, 1990, the term of the agreement was set as a "minimum of 30 years". Staff has reviewed documentation provided to Mariposa County by the current owner of the property and found that Preservation Notice Law requirements for the release of affordable housing restrictions governing the property are being met.

The California Housing and Community Development Department (HCD) also has a regulatory agreement with the property owner recorded as official document No. 891253. The property owner has been working with HCD to reconvey the property per HCD guidelines.

Based on the above, staff recommends release of the property from this agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
RES-1990-384 August 14, 1990 The board entered into the agreement referenced in this item.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would result in a delay in the close of escrow.

FINANCIAL IMPACT:
None

ATTACHMENTS:

REF ID# 13195

905363 (PDF)
Whispering Pines Termination of Agreement 905363 (PDF)

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

905363

AFTER RECORDING:
Please Return Original to the Clerk of the Board

Recorded at the Request of Mariposa County
Aug 22 1990 at 3:30 pm
Official Records
Fee $ -0-
EVELYN N. BILLINGS
Mariposa County Recorder
Linda Jones
Deputy Recorder

AGREEMENT

This agreement is entered into on this 14th day of August 1990 between the County of Mariposa, "COUNTY" and Letty Barry Brouillette and Barron E. Brouillette "PROPERTY OWNER".

WHEREAS, the property owner proposes to construct a housing project and (1) limit the occupancy of 25% or more of the units to persons or families of low or moderate income as defined by Section 50093 of the California Health and Safety Code, or (2) limit the occupancy of 10% of the total units of a housing development to lower income households as defined in Section 50079.5 of the Health and Safety Code, or (3) limit the occupancy of 50% or more of the dwelling units within the development to qualifying residents, as defined in Section 51.2 of the Civil Code, and

WHEREAS, the County has agreed to grant a 25% Density Bonus or another equal incentive in accordance with California Government Code Section 69915, and

WHEREAS, it is incumbent upon the County to insure that the units subject to the density bonus continue to be available to qualified low and moderate income residents.

THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

I. Developer and all assignees agree to rent all units

Attachment: 905363 (RES-2022-498 : Release Real Property Known as APN 008-170-0660)

within the project, with the exception of one manager's unit, to qualifying persons or households as defined above in this agreement for a minimum period of 30 years from the date of this agreement.

II. Developer agrees to furnish Mariposa County with information regarding the qualifications of the residents of the project upon request.

III. County agrees to waive/refund all building permit fees and other County fees necessary for the construction of the project.

IV. For the purposes of this agreement, the project is defined as a 16 unit multi-family residential development located on property as described in Exhibit 'A' attached.

V. This agreement shall be recorded in the Official Records of Mariposa County.

VI. The property affected by this agreement is described as follows:

SEE ATTACHED EXHIBIT 'A'

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written.

ACKNOWLEDGMENTS

PROPERTY OWNER(S)

BY: _____

BY: _____

BY: _____

2

Attachment: 905363 (RES-2022-498 : Release Real Property Known as APN 008-170-0660)

905363

BY: _____

COUNTY OF MARIPOSA

BY: _____

CHAIRMAN, Mariposa County
Board of Supervisors

ATTEST: _____

MARCIE [illegible] THE BOARD

APPROVED AS TO FORM:

Jeffrey G. Thee

7-31bc

STATE OF CALIFORNIA
COUNTY OF Mariposa ss

On August 1, 1990 before me, the undersigned a Notary Public in and for said State personally appeared Barron E. Breillatte and Lotty Barry

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same

WITNESS my hand and official seal.

Signature Robert O. Littlejohn

OFFICIAL SEAL
ROBERT O LITTLEJOHN
NOTARY PUBLIC - CALIFORNIA
MARIPOSA COUNTY
My comm. expires AUG 11, 1993

(This area for official notarial seal)

3001 to 82 (Individual) First American Title Company

3

Attachment: 905363 (RES-2022-498 : Release Real Property Known as APN 008-170-0660)

905363

September 12, 1988
Portion of Government Lot 5 & 6 and protion of SW¼ of NE¼
LEGAL DESCRIPTION
Parcel 'A'

Exhibit 'A'

All that portion of Government Lot No. 5, Section 23, T 4S, R 18E, M.D.B.& M., lying south and west of the southerly and westerly right of way line of State Highway 140, being more particularly described as follows:

Commencing at the north quarter corner of said Section 23; thence along the west line of said Government Lot No. 5, South 00°01'21" East, 392.92 feet to a point on said southerly right of way line of State Highway 140, said point being the true point of beginning; thence along said right of way the following courses and distances, South 65°12'04" East, 54.19 feet; thence South 83°51'04" East, 225.15 feet; thence South 82°12'03" East, 380.50 feet; thence South 62°12'45" East, 372.55 feet; thence South 15°11'51" West 285.01 feet; thence South 11°31'18" East, 296.30 feet; thence South 50°18'37" East, 176.34 feet to a point on the south line of said Government Lot No. 5; thence along the south line thereof North 89°56'40" West, 1099.40 feet to the southwest corner of said Government Lot No. 5; thence North 00°01'21" West, 949.08 feet to the true point of beginning.

Excepting therefrom, all that portion of said Government Lot No. 5 as shown on that certain Record of Survey no. 1161, recorded April 23, 1959, Mariposa County Records, being more particularly described as follows:

Commencing at the southwest corner of said Government Lot No. 5; thence along the south line thereof South 89°56'40" East, 485.04 feet to the true point of beginning; thence continuing South 89°56'40" East, 268.55 feet; thence North 45°34'13" West, 244.03 feet; thence South 28°55'49" West, 194.89 feet to the true point of beginning.

Together with all that portion of the SW¼ of the NE¼ of said Section 23 lying southerly and westerly of the southwesterly right of way line of State Highway 140, and lying northeasterly of that certain parcel as shown on Record of Survey no. 1161, recorded April 23, 1959, Mariposa County Records, being more particularly described as follows:

Commencing at the northeast corner of said SW¼ of the NE¼; thence along the east line thereof South 00°24'55" East, 124.37 feet to a point on said southwesterly right of way line of State Highway 140, said point being the true point of beginning; thence continuing South 00°24'55" East, 422.78 feet to the northeast corner of that certain parcel shown on said Record of

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Attachment: 905363 (RES-2022-498 : Release Real Property Known as APN 008-170-0660)

Parcel 'A'

905363

Survey No. 1161; thence along the northwesterly line therof, North 45°34'13" West, 781.92 feet to a point on the north line of said Government Lot No. 5; thence along the north line thereof South 89°56'40" East, 345.81 feet to a point on said southwesterly right of way line of State Highway 140; thence along said right of way South 50°18'37" East, 73.59 feet; thence South 63°11'10" East, 171.29 feet to the true point of beginning.

Together with all that portion of Government Lot No. 6; being more particularly described as follows:

Commencing at the north quarter corner of said Section 23; thence along the north line thereof South 89°53'23" West, 431.34 feet to a point on said southwesterly right of way line of State Highway 140; thence along said right of way South 40°35'43" East, 420.18 feet to the true point of beginning; thence continuing along said right of way South 65°12'04" East, 174.14 feet to a point on the east line of said Government Lot No. 6; thence along the east line thereof South 00°01'21" East, 949.08 feet to the scutheast corner of said Government Lot No. 6; thence North 28°30'53" West, 476.33 feet; thence North 00°01'21" West, 285.00 feet; thence North 30°35'43" West, 200.00 feet; thence North 49°24'17" East, 225.00 feet to the true point of beginning.

Total parcel containing 25.71 ± acres

Together with a 60.00 foot wide easement for road and utility purposes appurtenant to the above described property, located within the North ½ of said Section 23 as shown on attached Exhibit 'AA'.

Together with a 60.00 foot wide easement lying 30.00 feet on either side of all existing roadways, as they presently exist on September 11, 1988, for road and utility purposes within Government Lots 5 and 6 of said Section 23, said easement being appurtenant to the above described property.

LICENSED LAND SURVEYOR
TIMOTHY W. SNYDER
LS-4727
exp 9-30-91
STATE OF CALIFORNIA

END OF DOCUMENT

5

Attachment: 905363 (RES-2022-498 : Release Real Property Known as APN 008-170-0660)

RECORDING REQUESTION BY,
AND WHEN RECORDED, MAIL TO:
Mariposa County
Mariposa County Clerk of the Board
5100 Bullion St.
Mariposa, Ca 95338

TERMINATION OF ARGREEMENT

By mutual agreement, that certain Agreement made on the 14th day of August 1990 by and between the County of Mariposa and Letty Barry Brouillette and Barron E. Brouillette, Property Owners, recorded as document number 905363 in Mariposa County Official Records, is hereby terminated, and any encumbrance created by said agreement is hereby released by the County of Mariposa.

The property affected by this agreement is described as follows:

SEE ATTACHED EXHIBIT A

County

Mariposa County Board Chair
Rosemaire Smallcombe

_____ Dated:_____

Property Owner

Barron E. Brouillette 2019 Revocable Family Trust
Barron E. Brouillette

_____ Dated:_____

Attachment: Whispering Pines Termination of Agreement 905363 (RES-2022-498 : Release Real Property Known as APN 008-170-0660)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Mariposa

On _____ before me, Rhonda Scherf, Legal Executive Assistant to County Counsel

personally appeared Rosemarie Smallcombe, Board Chair, Mariposa County Board of Supervisors

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

Attachment: Whispering Pines Termination of Agreement 905363 (RES-2022-498 : Release Real Property Known as APN 008-170-0660)

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Attachment: Whispering Pines Termination of Agreement 905363 (RES-2022-498 : Release Real Property Known as APN 008-170-0660)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-499

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Agreement with Mountain Top Media

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Mountain Top Media (MTM) for the New Sound System for the Board Chambers in an Amount Not to Exceed $57,975.20; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current system was put into place at the end of 2011. It had its debut with MinuteTraq in January of 2012. Many systems have a 10-year life span. The current system has become unreliable and unpredictable as it does not always work properly and it is becoming harder to find replacement wires.

In June of 2021, The Clerk of the Board's Office executed an agreement signed by the County Administrative Officer with Mountain Top Media (MTM) for a new sound system in the amount of $39,243.99 that was to be installed at the end of August/September 2021. It was discovered that the system that had been chosen was to be discontinued. MTM did not feel comfortable setting up a system that was no longer supported.

After reviewing a few options presented by MTM, the Clerk of the Boards Office decided on a fully wireless system with the capabilities to add video later.

The system will be by Bosch and will have the capabilities to vote from the device. MTM will also be providing a box system that can be used for round tables. It will include 6 wired microphones that can be set up in a round table-styled event. This has been a request of other departments that use the Chambers for various meetings.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and we will keep the current system.

FINANCIAL IMPACT:
After discussing with the CAO and ACAO, we will be using funds we have and then do an adjustment.

ATTACHMENTS:
MTM Installation Contract--Mariposa County - 2022 -B (PDF)

REF ID# 13262

Est_2849_from_Mountain_Top_Media_11180 (PDF)

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

CL: 628804

MTM Installation Contract
Standard Terms and Conditions
Page 1 of 2
For Proposal #2849

Mountain Top Media (herein after referred to as MTM) reserves the right to substitute equipment of equivalent performance in order to meet installation schedule.

All Labor charges will be due upon completion of contract unless progress payments are specified in contract. Project shall be deemed complete by owner or his/her chosen representative and a MTM representative, upon a walk through inspection. Any discrepancies will be rectified to the owner's satisfaction, not to exceed specified services and or equipment, or performance thereof.

MTM requires a minimum of two (2) weeks' notice to schedule installation, (typical times are between four and eight weeks). All installations will begin on Sunday or Monday, depending upon customer's preference, unless otherwise specified in contract. MTM will not, under any circumstances perform any installation services during Sabbath Hours specified as beginning at Sunset on Friday Evening and continuing through Sunset on Saturday Evening.

MTM will make every effort to meet the requested completion date, however we shall not be held liable for losses or other inconveniences if said delays are the result of delayed equipment & supplies arrivals, medical emergencies involving MTM Principles, acts of God, vendor or shipper strikes, or customer induced delays. MTM will gladly provide loaner (sound video or lighting) equipment to cover any inconveniences which are due to delays resulting from our negligence.

Delays may also arise in the event of unforeseen structural problems, which may require additional construction or modifications to building and/or mounting hardware for speakers, lighting fixtures projectors, etc., or may be caused by the necessity to modify AC power provided to the sound or other technical system as a result of inadequate or dirty power or electrical violations which need to be rectified, in order to proceed with the scope of this contract. Such changes or additions will require authorization of a Change Order, which may alter the projected date for completion. In such case as described above, the customer will have the option to rectify such problems his/herself rather than pay MTM for such, however the completion date may still be affected and MTM shall not be held responsible or liable in any way by such delays.

MTM will have a representative present at the first program/use after completion of installation to ensure a smooth program and to aid in training the chief operator of the system unless other arrangements have been made. Owner should be sure to coordinate this with MTM, specifically, the time and day/date of program/use.

MTM agrees to maintain its current level of liability insurance ($1M per occurrence / $2M Aggregate) as well as 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 throughout the course of this project, and to name Mariposa County as additional insured.

Attachment: MTM Installation Contract--Mariposa County - 2022 -B (RES-2022-499 : Agreement with Mountain Top Media)

MTM Installation Contract
Standard Terms and Conditions
Page 2 of 2
For Proposal #2836

TO AVOID DELAYS OR ADDITIONAL CHARGES, CUSTOMER SHOULD ENSURE THE FOLLOWING:

1) All wire-ways and crawl spaces should be free of blockages, asbestos, or other potential hazards.
2) A powered personnel lift, (or lifts, as required by the specific job), capable of supporting 500lbs minimum, and with a working platform to accommodate 2 men plus equipment, shall be provided by customer in situations where the ceiling height is greater than 10' in order to ensure safe installation of loudspeakers, lighting fixtures, etc., unless otherwise stated by MTM. The cost of this lift and its delivery to the site is the responsibility of the customer and is in addition to any specified contract amount.
3) Only MTM authorized personnel shall be present in the construction area during installation, to ensure safe and efficient (uninterrupted) work. Customer accepts full liability for any persons not employed by MTM.

MTM Guarantees that the systems listed in the contract will perform according to specifications provided in our Proposal, and according to the manufacturer's specifications and to the customer's satisfaction, within reason, for a period of two (2) years from date of installation completion. "Within reason" means that MTM will work with the customer to provide a pleasing performance from the system, within the limits of the equipment specified. Installation completion refers to the completion of each individual phase of the project if said project is broken into phases, or to the completion of entire project if said project is installed as a complete system under one contract. Equipment is subject to Manufacturers' Warranties. If equipment is supplied by MTM through a third party, MTM will warranty the equipment for a period of two years or for the equivalent of the manufacturer's warranty—whichever is greater. Any tampering with secured equipment within the system/s provided or installed by MTM will automatically void this warranty as well as the manufacturers' warranties. Any intentional misuse or abuse of the system will automatically void this warranty as well as the manufacturers' warranties. Any connection of external equipment to the system/s without prior approval of MTM may also void the warranty if damage results.

All progress invoices are due immediately upon presentation, all past due invoices will be charged a finance charge of 1.5% monthly or 18% APR, accrued daily.

Should a dispute arise, whether related to performance of said equipment or MTM personnel or regarding amounts due, customer agrees to pay reasonable legal fees if required to settle the dispute and if the court rules in the favor of MTM. MTM also agrees to pay such legal fees in the event that the court ruling is in the favor of the customer. Customer agrees to pay any disputed sums billed by MTM until such dispute is resolved.

I Rosemarie Smallcombe responsible representative of Mariposa County, PO Box 784, (5100 Bullion Street), Mariposa, CA 95338, referred to elsewhere in this document as "customer", have read, understand, and agree to the above terms and conditions, and to the attached document entitled "Proposal/Contract" number 2849. Proposal/Contract number 2849 and this document are a combined document and neither is mutually exclusive of the other. I also understand that the system specified under this contract requires entitled "Proposal/Contract" number 2849 to function as specified, and I agree to the terms and conditions of "Proposal/Contract" number 2849 as well.

_____
Rosemarie Smallcombe, Board Chair Date

_____
Steven W. Dahlem, County Counsel Date

_____
MTM Signature/Title Date

Attachment: MTM Installation Contract--Mariposa County - 2022 -B (RES-2022-499 : Agreement with Mountain Top Media)

Mountain Top Media
CSLB# 628804
33279 Highway 41
Coarsegold, CA 93614-8759
Tel. 559-658-6867

PROPOSAL/CONTRACT

DATE	PROP. NO.
7/25/2022	2849

NAME / ADDRESS
Attn. Tracy Gauthier Mariposa County PO Box 784 Mariposa, CA 95338 USA

TERMS	REP	PROJECT
Equip Pre/Labor COD		2022- Complete

QTY	ITEM	DESCRIPTION
		CONFERENCE AUDIO, AGENDA & VOTING MANAGEMENT SYSTEM, wireless:
1	MXCWAPT-A	Access Point Transceiver for US only; manages audio routing, frequency coordination, and system control for up to 125 wireless conference units; includes 10 DanteTM inputs/outputs and analog XLR inputs/outputs; requires Power-over-Ethernet. Includes paintable cover and wall/ceiling mounting plate.
10	MXCW640	Wireless Conference Unit with 4.3 inch color touchscreen for voting, interpretation channel selection, and conference information, integrated NFC ID card reader, chairman, delegate, listener, and ambient modes, integrated loudspeaker, 10-pin microphone connector, 2 3.5mm headphone jacks with volume controls. Includes SB930 rechargeable Li-Ion battery.
1	MXCWNCS-US	NETWORKED CHARGING STATION, 10BAY SB930, US IEC POWER CORD.
10	MXC420DF/C	Cardioid Dual-Flex Gooseneck Microphone (20 in/50 cm) with flexible top and bottom sections, bi-color LED, 10-pin connector, and foam windscreen, for MXC, MXCW conference units; black
1	P300-IMX	Audio Conferencing Processor.
1	Misc.	Miscellaneous accessories for conferencing units., etc.
5	Misc.	Misc. Dante Converters (6 inputs and 4 outputs).
1	Misc.	Custom configured streaming / conferencing appliance (PC) for interfacing to Teams, GoTo Meeting, Zoom or equivalent.
1	SS-R250N	Tascam Professional Solid State Recorder: An extraordinarily versatile two-channel recorder/player for network applications. Records to SD Card or USB Stick. I/O includes XLR, RCA & (Dante Networked Audio Option).
		Subtotal
		NETWORK INFRASTRUCTURE:
1	OvrC-300-Pro	OvrC Pro Lifetime License + Gigabit Hub.
1	DUP AN-310-SW-R-24-POE	Araknis Networks 310-series 24-port L2 Managed Gigabit Switch with Full PoE+ and Rear Ports.

TOTAL

SIGNATURE

Attachment: Est_2849_from_Mountain_Top_Media_11180 (RES-2022-499 : Agreement with Mountain Top Media)

Mountain Top Media
CSLB# 628804
33279 Highway 41
Coarsegold, CA 93614-8759
Tel. 559-658-6867

PROPOSAL/CONTRACT

DATE	PROP. NO.
7/25/2022	2849

NAME / ADDRESS
Attn. Tracy Gauthier Mariposa County PO Box 784 Mariposa, CA 95338 USA

TERMS	REP	PROJECT
Equip Pre/Labor COD		2022- Complete

QTY	ITEM	DESCRIPTION
2	An-810-AP-I-AC	Araknis Networks® 810 Series Indoor Wireless Access Point.
1	Misc.	NETWORK PATCH-BAY.
1	LWBR-4028	Lowell wall-mount with support pivoting rack, 40RU, 28" deep, black texture power coat.
1	Misc.	MISC WIRING AND CABLES.
		Subtotal
		MISC. SOUND SYSTEM UPGRADE:
1	Misc.	SHURE DIGITAL AUTO MIXER FOR WIRELESS MIC'S, ETC.
1	Misc.	MISC WIRING AND CABLES
		Subtotal
		OLD SYSTEM REMOVAL/PORTABLE SYSTEM ADDITION:
	Credit	MTM will remove the old Shure/DIS 6000 System including microphones and cables, as a trade-in toward the over-all cost of the system.
1	Misc.	Used Portable Discussion System for round-table planning meetings, includes: (1) Bosch CCS 900 control unit with built-in SD recorder. (1) Chairman Discussion unit/microphone. (5) Discussion units/microphones. (1) Portable foam lined Suitcase for storage/transportation of system.
		Subtotal
		EQUIPMENT SUBTOTAL $39,722.30
	Discount	PACKAGE DISCOUNT (10%).
		SALES TAX: $ 3065.13
		EQUIPMENT TOTAL, DUE AT SIGNING: $ 42787.43

TOTAL

SIGNATURE

Attachment: Est_2849_from_Mountain_Top_Media_11180 (RES-2022-499 : Agreement with Mountain Top Media)

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CSLB# 628804
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PROPOSAL/CONTRACT

DATE	PROP. NO.
7/25/2022	2849

NAME / ADDRESS
Attn. Tracy Gauthier Mariposa County PO Box 784 Mariposa, CA 95338 USA

TERMS	REP	PROJECT
Equip Pre/Labor COD		2022- Complete

QTY	ITEM	DESCRIPTION
80	Hours	Labor charges, Jim: -Remove and dispose of / recycle legacy equipment and wiring, as needed. -Install new audio equipment. -Program system controller and conferencing units. -Set-up custom clerk control screens, etc on streaming/conference PC. -Set-up streaming / GoTo Meeting on dedicated PC. -Train Operators (up to 16 hours, additional training time at our standard hourly rate of $110/man-hour).
80	Cal	Labor Charges, Cal: Assist with above.
16	Brian Casey	Labor charges , PC/Network Configuration. (Service provided by ComTech Technology Solutions.)
		LABOR SUBTOTAL: $19360.00
		OPTIONAL RECOMMENDATION (NOT INCLUDED IN CONTRACT): Annual Managed Service Contract, includes: -Reduced Hourly Rate, (negotiated). -Up to 16 hours of operator training. -System cleaning, calibration and general maintenance. -Streaming PC maintenance and optimization. -Coordination of system integration with County IT Services. -Remote monitoring and support, as available within the limits of the system. (This requires a remote gateway, which we will provide. It also requires specific local network configuration and appropriate port configuration by County IT.) Cost of these services can be negotiated based on your specific requirements. Sales Tax

TOTAL $57,975.20

I _____ the undersigned, have read, understand & agree to the above Proposal/Contract.

SIGNATURE _____

Attachment: Est_2849_from_Mountain_Top_Media_11180 (RES-2022-499 : Agreement with Mountain Top Media)

MARIPOSA COUNTY

Administration · 966-3222

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - County Librarian

[ ] **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: 1

[ ] **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:_____

[X] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
County Librarian

[ ] **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: **DIRECTION GIVEN**