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 IV**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

August 16, 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	Excused	

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe noted CA.6 was withdrawn. Item G. and K.1 were rescheduled to August 23rd, 2022.

Sharon Wardale-Trejo/Child Services Director commented on CA.15 noting Mariposa County, was able to distribute $1.4 million to families and $1.1 million went directly back into the community and recognized her Child Support Staff.

Supervisor Long commented on CA. 15 thanking Ms. Wardale-Trejo for bringing this item forward, noting 632 children have been supported and thanked staff for working so hard for the children of our community. Supervisor Long also commented on CA. 22 providing kudos to staff and Tony Borreson for making it a 3-year agreement.

Chair Smallcombe commented on CA. 24 and asked Division Chief Ward to provide context. Steve Ward/Mariposa Fire/Cal Fire Division Chief who noted this is within a larger scheme for the development of three more water tanks planned for the Woodland and Hornitos areas.

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

CA1. **Health and Human Services RES-2022-463**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2022-464**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2022-465**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Administration RES-2022-466**

Approve Increasing the Library Assistant I Allocations by 0.75

CA5. **Administration/Community Development RES-2022-467**

Ratify a Letter of Support for the California Public Utility Commission CASF Consortia Grant to Fund a Central Sierra Broadband Utility Zone Commission

6. Item Withdrawn from the Agenda

CA7. **Administration/Technical Services RES-2022-468**

Approve an Agreement with Dasher for Ruckus Renewal for Support of County Wide Wireless Network Devices for a Term of April 4, 2022 to July 9, 2023 for $2,876; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Board of Supervisors**

Approve the Minutes of Tuesday, May 17, 2022

CA9. **Board of Supervisors**

Approve the Minutes of Tuesday, June 7, 2022

CA10. **Board of Supervisors**

Approve the Minutes of Thursday, June 9, 2022

CA11. **Board of Supervisors**

Approve the Minutes of Monday, June 13, 2022

CA12. **Board of Supervisors**

Approve the Minutes of Tuesday, June 14, 2022

CA13. **Board of Supervisors**

Approve the Minutes of Tuesday, June 21, 2022

CA14. **Board of Supervisors**

Approve the Minutes of Tuesday, June 28, 2022

CA15. **Child Support Services 2022-79**

Proclaim August 2022, as "Child Support Awareness Month"

CA16. **Clerk of the Board of Supervisors 2022-80**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in July of 2022

CA17. **Clerk of the Board of Supervisors 2022-81**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in July of 2022

CA18. **County Counsel RES-2022-469**

Approve a Legal Services Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa and Its Officials and Employees; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA19. **Fire RES-2022-470**

Approve a Three-Year Agreement with Jorgenson Company for Fire Extinguisher Services in an Amount Not to Exceed $30,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **HHS/Community Services 2022-82**

Appoint Christine Kleiman-Moore to the Area 12 Agency on Aging Advisory Council (Category A) with a Term Expiring August 16, 2026

CA21. **HHS/Public Health RES-2022-471**

Approve Amendment to the California Department of Public Health (CDPH) Cal-Fresh Healthy Living Grant Agreement Number 19-10374, A01 Increasing the Grant Funding by $150,000 and Extending the Term of This Agreement by One Year through September 30, 2023; and Authorize the Health and Human Services Agency Director to Sign the Amendment

CA22. **Public Works RES-2022-472**

Approve a Three-Year Agreement with Airborrn Aviation for Airport Operation Services to Operate the Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA23. **Public Works RES-2022-473**

Approve First Amendment to Agreement with Moore Twining Associates to Extend the Term of the Agreement to June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA24. **Public Works RES-2022-474**

Approve Budget Action Transferring Funds from CSA-3 to the Bootjack Water Tank Project Fund to Pay Final Construction Invoices, Retention and Labor Costs ($201,000)

E. Departmental Presentation

Danielle Bondshu/Clerk of the Board noted the minutes from 1852 through 1973 have been transferred to the Mariposa History Museum.

Maryanne Huff/Coulterville Visitors Center noted north county's hearts and prayers are being sent this way for the Oak Fire victims and noted many community efforts have been made to aid victims. She thanked the tourism bureau who fed them information during the Oak Fire, and the north county visitors center remained open late to aid displaced travelers. She announced Jim Rhodes had received an $18,000 grant to use towards art projects and bringing more culture to north county. Ms. Huff was proud to announce Coulterville is in the finals for Readers Digest Smalltown USA. She also noted Vanderita Days was a success and Coyote Fest is currently being planned.

Walter Wall/District Attorney noted, "we are out of the fire but now we are in the frying pan" referring to the criminal individuals looking to take advantage of our community. He noted he is working with the State Contractors Licensing Board regarding fraudulent contractors and urged the public to not donate to a Go Fund Me that has not been verified. He noted how happy he was that Anita Bryant was appointed as the second Superior Court Judge.

Jeremy Briese/Sheriff reported that the Marijuana Enforcement Team (MET) hit 36 locations in the month of June. He thanked his team and the group of volunteers who assisted with the fire, those individuals didn't get a break when an elderly woman went missing. The Sheriff reported positively that Michael Charman had been promoted to Patrol Lieutenant and Cody Holt and Patrick Murphy graduated from the academy and joined the Sheriff's Department as Deputies. He also announced the creation of the Sheriff's Foundation, a civilian board that is assisting with funding.

Steven Ward/Mariposa Fire/Cal Fire Division Chief announced many calls have been received for smoke in the area and announced it was not related to the Oak Fire, there has been a structure fire in Lushmeadows and it was an isolated incident. Chief Ward reminded the public that if there are evacuations, they will hear it from the Sheriff's Department first.

Jacob Hawley/Mariposa Visitors Center announced they had a town night with a raffle and auction for the Oak Fire victims and raised $23,000 which was turned over to the Community Foundation in collaboration with the Sheriff's Foundation.

1. **Clerk of the Board of Supervisors (ID # 13459)**

   Handouts from Departmental Presentation Portion of the August 16Th, 2022, Meeting

RESULT: INFORMATION RECEIVED

F. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:30 AM Chair Smallcombe recessed the Board of Supervisors meeting and the Clerk of the Board read the announcement.

G. COUNTY SERVICE AREA 1M (Don Pedro)

This meeting was not held. The one item on the agenda had been withdrawn.

Public Comment Period

CSA 1M Regular Agenda

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

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

RESULT: **WITHDRAWN**

Adjourn CSA 1M

H. MARIPOSA PUBLIC FINANCE CORPORATION

*****Minutes of the Public Finance Corporation are separate - Please contact the Clerk of the Boards office for a copy*****

1. **Administration (ID # 13238)**

Rescind Resolution 97-2; Approve Amendments to the Public Finance Corporation Bylaws; and Adopt a Resolution Specifying the Board Chambers as the Meeting Place for the Corporation

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

Reconvene as Board of Supervisors

9:34 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **District Attorney (ID # 13228)**

Presentation on Recent Study of Drug and Behavioral Health Court by the District Attorney's Office in Collaboration with Mariposa County Probation Department

Walter Wall/District Attorney noted because of AB 109 funds, his office was able to hire local students. Mr. Wall introduced Michael Mattheson who gave a PowerPoint presentation.

Public Comment was received by Pete Judy/Chief Probation officer, Jeremy Briese/Sheriff, Maryanne Huff, and Gary Colliver, all of whom commended Mr. Mattheson and his partner Cane Soto for the presentation and work done.

Kudos were received from Supervisor Long and Chair Smallcombe.

RESULT: INFORMATION RECEIVED

2. **Fire RES-2022-475**

Approve Title III Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000 in the Amount of $108,132 After 45 Day Comment Period Ended July 22, 2022

Chief Ward gave the staff report noting the 45 day comment period has ended. No public comment.

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

3. **Planning RES-2022-476**

Approve or Deny Requested Fee Waiver from the Northern Mariposa County History Center (NMCHC) for a Historic Design Review Application

Sarah Williams/Planning Director gave the staff report. Public Comment was received by Maryanne Huff who noted the gift of the property is a blessing and a nightmare and hopes the Board will consider their assistance. Both Supervisors Forsythe and Long noted the project is for the good of the public.

ACTION: Approved the fee waiver request.

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

4. **Public Works RES-2022-477**

Authorize a Request for Qualifications (RFQ) to Perform an In-Depth Analysis of the Solid Waste and Recycling Division's Operations; Authorize the Public Works and Transportation Director to Select the Apparent Responsible Proposal; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

Sam Cerveny/Deputy Director of Public Works and Transportation gave the staff report noting this is following a presentation from last May. 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
EXCUSED: Miles Menetrey

5. **Public Works/Solid Waste** **2022-ORD-1177**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Adding Chapter 8.60, Organic Waste Disposal Reduction" to the Mariposa County Code

Sam Cerveney gave the staff report. No public comment.

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

6. **Administration** **(ID # 13302)**

Discussion and Direction Regarding Oak Fire Disaster Recovery

Dallin Kimble introduced the item and turned the floor to Dr. Eric Sergienko/County Health Officer who gave the PowerPoint Presentation and announced a correction to slide 2 which states the fire began on June 22nd, however, the Oak Fire ignited on July 22nd.

Dr. Sergienko announced the upcoming Friday, a community meeting to gain a right of entry for debris removal will be held at 7:00 PM at the High School **10:41 AM** Chair Smallcombe recessed the Board due to technical difficulties and resumed the meeting at 10:46 AM.

Julianne Sims/Division Director gave an update on trailers, noting 20+ have been received for fire victims. Dallin Kimble gave a breakdown of the share of cost noting the State will pay 75%, plus 10% of the administrative cost, and the County will pay 25% which ends up coming out to about 18%. Cole Glenwright/Cal OES and Cal EPA noted their team will be embedded into the Mariposa team to help guide staff on processes and best practices.

Public comment was received by Gary Colliver/a community member who noted Dr. Sergienko has done a great job and noted things will continue to change due to climate change and other environmental factors, he also urged the County to educate the public on the misconception that our County will return to the state before the fire. He noted we will never return to that state and we will not see a new normal for some time.

Board discussion ensued and accolades were given to all County staff and County partners who have worked tirelessly on recovery efforts.

DIRECTION: Several directions were given to staff: 1) The discussion and direction item is to be brought back every regularly scheduled meeting while recovery efforts are underway. 2) Staff is to bring an item to discuss possible fee waivers for Oak Fire victims. 3) The County will contract for a Debris

Removal Operation Center (DROC) Manager that will be blended with current debris operations. 4) Contract will originate from the County Administrative Officer 4) The Sheriff, County Administrative Officer, and Health Officer will oversee the DROC Manager.

RESULT: DIRECTION GIVEN

7. **Administration RES-2022-461**

Rescind Resolution 2007-225; and Adopt an Updated Purchasing Card Policy

Dallin Kimble presented I.7 and I.8 with one PowerPoint Presentation. Public comment received from Luis Mercado/Auditor who asked for clarification on the limits of the Cal Cards. Mr. Kimble stated it allows for higher limits upon approval by Department Heads and the amount would be the standard amount when issuing a card. Chief Ward asked if all departments would need to develop their own policy. Mr. Kimble noted this should be sufficient. 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
EXCUSED:	Miles Menetrey

8. **Administration RES-2022-462**

Rescind Resolutions 1987-222, 1998-130, 1988-046, 1990-448, 1993-489, 1989-159; and Adopt a Comprehensive Purchasing Policy

The presentation was given during the last item. 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
EXCUSED:	Miles Menetrey

J. Items removed from Consent Agenda

1. **Administration/Human Resources (ID # 13233)**

Rescind Resolution No. 2022-284 - Side Letter of Agreement with the Sheriff's Management Association (SMA), and Approve Replacing it with a Side Letter of Agreement Which Clarifies the Uniform Allowance and Education Incentives for the Supervising Probation Officer Classification Effective March 1, 2022; and Authorize the Board of Supervisors Chair to Sign the Side Letter of Agreement

RESULT: WITHDRAWN

K. Closed Session

1. **County Counsel (ID # 13213)**

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

RESULT: WITHDRAWN AND RESCHEDULED Next: 8/23/2022 9:00 AM

L. Board Information

Information received.

M. Adjournment

11:56 AM Chair Smallcombe adjourned the meeting in memory Eric Kramer, Eugene Tavonatti, James Lung, Lillian Kudela, Myrna Westmoreland, and Carmen Ramirez (Board Chair of the Ventura County Board of Supervisors).

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 2022-463

MEETING: August 16, 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
EXCUSED: Miles Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-464

MEETING: August 16, 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
EXCUSED: Miles Menetrey

REF ID# 13267

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-465

MEETING: August 16, 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
EXCUSED: Miles Menetrey

REF ID# 13270

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-466

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Additional 0.75 Allocation

RECOMMENDATION AND JUSTIFICATION:
Approve increasing the library assistant I allocations by 0.75.

This item would increase the library assistant I allocations from 2 to 2.75. This change would allow a current extra help employee to work up to 32 hours per week (instead of 16.5, as allowed for extra help). With this change, the library would be sufficiently staffed to meet all of its operational needs and support opening the Mariposa branch to the public on Saturday. It would also provide capacity for classes and other programming that was offered prior to the novel coronavirus pandemic and intended to invite the public to enjoy our local libraries.

The additional 0.75 library assistant I allocation has an annual salary beginning at $27,816. Including benefits, the estimated cost is less than $45,000 and can be included in future budgets by limiting extra help hours to the equivalent of eight (8) extra-help staff. The library is also served by 1.5 senior library assistant allocations and the county librarian position.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Per current policy, the Board of Supervisors must approve changes in position allocations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the allocation. Staff will continue to operate at current levels. The library may not be able to provide additional hours of operation, but could look at reducing hours during the week to support some availability on Saturday.

FINANCIAL IMPACT:
Salary savings are sufficient to fund the requested actions. There is no impact to the General Fund in the current fiscal year.

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
EXCUSED: Miles Menetrey

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2022-467

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify a Letter of Support for CASF Consortia Grant to Fund Central Sierra Broadband Consortium

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RECOMMENDATION AND JUSTIFICATION:
Ratify a Letter of Support for the California Public Utility Commission CASF Consortia Grant to Fund a Central Sierra Broadband Utility Zone Commission

On behalf of the five county region (Mariposa, Tuolumne, Calaveras, Amador and Alpine), a Central Sierra Economic Development District (CSEDD) board member is submitting an application to fund a regional broadband commission. Central Sierra Connect, the former regional broadband consortium, folded several years ago. With several broadband grant projects currently in the works with CSEDD, and additional funding opportunities for rural communities, it is imperative for the region to have a broadband consortium to assist with directing broadband efforts.

Broadband is essential for economic development and is considered a basic need. Despite the need to create and adopt communications and information technologies in California, there are still many barriers to access broadband due to lack of fundamental infrastructure, particularly in rural communities. The lack of fundamental infrastructure perpetuates the barriers to access, resulting in a persistent “Digital Divide.” Evident in our five-county region are sizeable pockets of rural and remote areas, compounded by lack of access to high-speed Internet service. Narrowing such a “Digital Divide” requires a systematic and strategic approach to broadband access and investment that a collaborative, regional approach can provide, and requires the direction of a focused consortium.

Given the urgent need for a consortium and the short deadline of the grant, staff has already sent this letter of support and recommends approval of this request to ratify that action.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely approves or ratifies letters of support that it determines to be in the best interest of the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. Staff would notify recipients of a retraction in that event.

ATTACHMENTS:
Central Sierra Broadband Utility Map Zone Endorsment - to be ratified 7-26-22 (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
EXCUSED: Miles Menetrey

Mariposa County Board of Supervisors

District 1 ...ROSEMARIE SMALLCOMBE
District 2 .....VACANT
District 3 .....MARSHALL LONG
District 4 ..... WAYNE FORSYTHE
District 5 .....MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

Danielle Bondshu
Clerk of the Board

P. O. Box 784
MARIPOSA, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

July 11th, 2022

CPUC Communications Division
Attn: CASF Consortia Grant Account
505 Van Ness Ave., Third Floor
San Francisco, CA 94102

Re: Endorsement of the Central Sierra Broadband Utility Zone Consortium (CS BUZ)

To Whom It May Concern:

As a member of one of the five counties of the Central Sierra Economic Development District (CSEDD), Mariposa County is proud to support the CS BUZ's plan of action and the grant proposal to the CPUC's CASF Rural and Urban Regional Broadband Consortia Account (RURBCA) Program.

Furthermore, Mariposa County endorses CSEDD to manage the efforts of the CS BUZ Consortium, which will develop and implement a plan to close the gaps in availability and affordability of broadband services and leverage opportunities to increase broadband deployment, access, and adoption.

Broadband (high-speed internet access) is considered a necessity for economic sustainability and providing a high quality of life. Yet, despite California's leadership in the creation and adoption of communications and information technologies, many holes exist in service availability due to lack of fundamental infrastructure necessary for broadband deployment, particularly in rural communities. Such a lack of fundamental infrastructure perpetuates the barriers to access, resulting in a persistent "Digital Divide." Evident in our five-county region are sizeable pockets of rural and remote areas, compounded by lack of access to high-speed Internet service. Narrowing such a "Digital Divide" requires a systematic and strategic approach to broadband access and investment that a collaborative, regional approach can provide.

The CSEDD, with the assistance of its board members, is well qualified to lead this effort. With nearly two decades of experience in broadband strategic planning for deployment of infrastructure, the Central Sierra Economic Development District has been instrumental in facilitating the recently completed Central Sierra Broadband Roadmap.

We are pleased to be part of this important endeavor and urge CPUC approval of our grant proposal.

Thank you for your consideration.

Sincerely,

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attachment: Central Sierra Broadband Utility Map Zone Endorsment - to be ratified 7-26-22 (RES-2022-467 : Ratify a Letter of Support for CASF

MARIPOSA COUNTY

Administration/Technical Services · 966-3222

RESOLUTION - ACTION REQUESTED 2022-468

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Agreement with Dasher for Ruckus Renewal

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Dasher for Ruckus Renewal for Support of County Wide Wireless Network Devices for a Term of April 4, 2022 to July 9, 2023 for $2,876; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The renewal price is $2,667 plus tax. With tax, this brings the grand total cost to $2,876.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The agreement with Dasher is approved by the Board of Supervisors annually.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
By not signing the agreement, our wireless network will not receive security patches and software updates and will limit Technical Services ability to maintain the network.

FINANCIAL IMPACT:
Funds have been allocated in the FY2223 budget

ATTACHMENTS:
Dasher for Ruckus Renewal FY2223 (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
EXCUSED: Miles Menetrey

REF ID# 13186

Dasher Technologies, A Converge Company
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Cameron Guajardo 408-892-2784
cameron.guajardo@dasher.com

We take IT personally™

To: Anthony Rios
County of Mariposa
209-742-6022
arios@mariposacounty.org

Quote #: 558033-001
Quote Prepared: 7/7/2022
Quote Valid Through: 7/31/2022

Ruckus Renewal - Support co-termed to 7/9/2023

Line	QTY	Product	Description	Unit Sell	Ext Sell
100	**1**	**Ruckus Renewal - Support co-termed to 7/9/2023**		**$2,668.96**	**$2,668.96**
110	**1**	**Support from 4/4/2022 to 7/9/2023**		**$738.84**	**$738.84**
120	6	826-R510-1000	SN: 112172009088, 112172009078, 112172008322, 112172009087, 112172008331, 112172006741 - EU Supp Renew R510 1yr	$123.14	$738.84
130	**1**	**Support from 6/16/2022 to 7/9/2023**		**$196.32**	**$196.32**
140	6	821-1201-1L00	SN: 501738000432 - EU Support Renew ZD 1 Lic. Upgd, 1 Year	$32.72	$196.32
150	**1**	**Support from 7/9/2022 to 7/9/2023**		**$1,733.80**	**$1,733.80**
160	49	821-1201-1L00	SN: 501738000432 - EU Support Renew ZD 1 Lic. Upgd, 1 Year	$30.80	$1,509.20
170	1	821-1205-1000	SN: 501738000432 - EU WD Support Renew ZD 1205, 1 Year	$224.60	$224.60

SubTotal	$2,668.96
Tax	TBD
Freight	TBD
GrandTotal	$2,668.96

Statements or description of products, if any, by Dasher, or agents of Dasher are informational only, and not made or given as a warranty of any kind. All sales are subject to Dasher's standard Terms & Conditions which can be found at http://www.dasher.com/company/terms-conditions/
The information contained in this investment proposal is privileged, confidential and protected from disclosure to individuals that are not the intended recipient or agents of the intended recipient.

Attachment: Dasher for Ruckus Renewal FY2223 (RES-2022-468 : Agreement with Dasher for Ruckus Renewal)

Terms and Conditions of Sale

All sales of products, services, and finished goods offered and supplied by Dasher Technologies Inc. (referred to as DASHER in this document) to its customer ("Buyer") for sale ("Products") shall be pursuant to the following standard terms and conditions. Any conflicting terms in your purchase order or elsewhere are without effect unless signed by the applicable party(ies). All Buyer purchases from DASHER are deemed to be purchases pursuant to a written agreement.

a. ACCEPTANCE: Buyer's acceptance of these Terms and Conditions shall be indicated by any of the following, whichever first occurs: (a) Buyer's written acknowledgement hereof, (b) Buyer's submission of an order to DASHER, regardless of whether the Product(s) ordered is ever delivered or if the purchase order is completely or partially fulfilled, rejected, modified or cancelled; (c) Buyer's receipt of any part of the items specified for delivery in any purchase order submitted to DASHER, (c) Buyer's application for credit submitted to DASHER, (d) accessing any DASHER e-commerce web site, or (e) any other act or expression of acceptance by Buyer. Buyer's acceptance is expressly limited to the Terms and Conditions in their entirety without addition, modification or exception and any term, condition, or proposal hereafter submitted by Buyer (whether oral or in writing), which is inconsistent with or in addition to the Terms and Conditions set forth hereon is objected to and is hereby rejected by DASHER. DASHER's silence or failure to respond to any such subsequent term, condition or proposal shall not be deemed to be DASHER's acceptance or approval thereof.

b. ORDERS: DASHER reserves the right to schedule and reschedule any order, with 30 days written notice to Buyer. Buyer has the right to cancel order with written notification to Dasher before equipment or services are shipped or rendered. at DASHER's reasonable discretion, and to decline any order for any reason, or no reason, in DASHER's sole discretion.

c. DELIVERY: Delivery shall be made in accordance with DASHER's shipping policy in effect on the date of shipment. Product title and risk of loss will transfer to Buyer upon DASHER tendering the Product for delivery to the carrier (F.O.B. Origin). If Buyer requests special shipping or handling, including expedited shipment, third-party billing, or freight collect, Buyer shall be responsible filing claims with the carrier and all freight and handling costs. Buyer shall pay for any special routing, packing, handling or insurance requested by Buyer and agreed to by DASHER. Orders shipped under special routing instructions must be separately agreed upon and may be subject to additional charges. DASHER will not be subject to requirements of non-compliance programs of Buyer, including charges for product delays, missing/inaccurate shipping documents, labeling or product markings.

Buyer shall promptly notify DASHER, no later than 30 days from invoice date, of any claimed shortages or rejection as to any delivery, with the exception of deliveries that reveal external shipping damage, which, in some instances, must be refused immediately upon delivery by the carrier. Such notice shall be in writing and shall be reasonably detailed stating the grounds for any such rejection. Failure to provide any such notice within such time shall be

Attachment: Dasher for Ruckus Renewal FY2223 (RES-2022-468 : Agreement with Dasher for Ruckus Renewal)

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deemed an acceptance in full of any such delivery. DASHER shall not be liable for any shipment delays that affect DASHER or any of DASHER's suppliers, including but not limited to delays caused by unavailability or shortages of Products from DASHER's suppliers, natural disasters, acts of war or terrorism, acts or omissions of Buyer, fire, strike, riot, or governmental interference, unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates, failure or destruction of plant or equipment arising from any cause whatsoever, or transportation failures.

d. PRICES: Prices payable by Buyer for the Products are specified on the invoice. DASHER does not offer price protection. Buyer shall bear all applicable federal, state, provincial, municipal and other government taxes (such as sales, use and similar taxes), as well as import or customs duties, license fees and similar charges including tariffs, however designated, levied on this sale or the Products (or the delivery thereof) or measured by the purchase price hereunder. DASHER's prices do not include such taxes, fees and charges. Exemption certificates must be presented prior to shipment if they are to be honored. To the extent any sale is made without the prior receipt of a valid exemption certificate, DASHER expressly reserves the right to include on the invoice for such sale, or to separately invoice Buyer for all applicable taxes, fees and charges and Buyer agrees that these amounts shall be immediately due and payable.

e. PAYMENT TERMS: Buyer shall provide all financial information reasonably requested by DASHER from time to time for the purpose of establishing or continuing Buyer's credit limit. Buyer agrees that DASHER shall have the right to decline or extend credit to Buyer and to require that the applicable purchase price be paid prior to shipment. DASHER shall have the right from time to time, without notice, to change or revoke Buyer's credit limit on the basis of changes in DASHER's credit policies or Buyer's financial condition and/or payment record.

Buyer shall not deduct any amounts from any DASHER invoice without DASHER's express written approval, which approval shall be contingent upon Buyer providing all supporting documentation for such deduction as required by DASHER. Any authorized deductions for returned Products must include Buyer's customer tracking number and DASHER's Return Merchandise Authorization ("RMA") number. Deductions received by DASHER without advance notice will be denied. No Program fees may be deducted from invoices.

If Buyer fails to make timely payment of any amount invoiced by DASHER, DASHER shall have the right, in addition to any and all other rights and remedies available to DASHER at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Buyer. Buyer shall pay all costs of collection including reasonable attorneys' fees. A service charge of the lesser or one and one-half percent (1 ½%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due.

f. PRODUCT RETURNS: Return of Products purchased from DASHER shall be determined on a case by case basis. Although DASHER's policies may permit Buyer to return Products claimed to be defective under certain

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circumstances, DASHER makes no representations or warranties of any kind with respect to the Products.

g. POST AUDIT CLAIMS: DASHER requires complete supporting documentation in advance for post audit deductions by Buyer. In the event that required documentation is missing, it must be provided allowing thirty (30) days from receipt date for investigation and response. Post audit claims must be submitted within six (6) months of the date of occurrence. Any claims outside this six (6) month period will be declined.

h. WARRANTIES; INDEMNITY: Buyer acknowledges that DASHER is not the manufacturer of the Products that will be sold to it, and that DASHER therefore will have no responsibility for, among other things, product warranties. Product warranties, if any, are provided by the manufacturer or publisher of the Products. DASHER's sole obligation (and Buyer's sole remedy) in the event of breach of any warranty shall be to assist the Buyer in its efforts to have the manufacturer repair or replace defective Product(s).

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT AND FOR ALL OTHER OBLIGATIONS OR LIABILITIES ON DASHER'S PART.

DASHER NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR DASHER, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF PRODUCTS TO BUYER. THIS WARRANTY SHALL NOT APPLY TO ANY UNITS OF PRODUCTS WHICH SHALL HAVE BEEN REPAIRED OR ALTERED OTHER THAN BY DASHER OR WHICH SHALL HAVE BEEN SUBJECT TO MISUSE, NEGLIGENCE, OR ACCIDENT. DASHER SHALL NOT BE LIABLE FOR PERSONAL INJURY RESULTING DIRECTLY OR INDIRECTLY FROM THE DESIGN, MATERIAL, OPERATION OR INSTALLATION OF ANY UNITS OF PRODUCTS.

Buyer further acknowledges that DASHER will have no responsibility for any claims for infringement of intellectual property rights pertaining to distribution, sale or use of the Products. DASHER SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY OR HOLD HARMLESS BUYER FROM AND AGAINST ANY OR ALL DAMAGES AND COSTS INCURRED BY BUYER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS. Buyer shall have no duty to defend, indemnify or hold harmless Dasher from and against any or all damages and costs incurred by Dasher.

i. LIMITATION OF LIABILITY: DASHER SHALL NOT BE LIABLE TO BUYER, BUYER'S CUSTOMERS, OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE, OR INJURY THAT RESULTS FROM THE USE OR APPLICATION BY BUYER, BUYER'S CUSTOMER, OR ANY OTHER PARTY, OF PRODUCTS DELIVERED TO BUYER, UNLESS THE LOSS OR DAMAGE RESULTS DIRECTLY FROM THE INTENTIONALLY TORTIOUS OR FRAUDULENT ACTS OR OMISSIONS OF DASHER. IN NO EVENT SHALL DASHER BE LIABLE TO BUYER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENT INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND

Attachment: Dasher for Ruckus Renewal FY2223 (RES-2022-468 : Agreement with Dasher for Ruckus Renewal)

CONDITIONS BY DASHER, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS OR SERVICES ACTUALLY DELIVERED TO AND PAID FOR BY BUYER HEREUNDER. IN NO EVENT SHALL DASHER BE LIABLE TO BUYER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH DASHER'S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS AND CONDITIONS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OF PERFORMANCE OF ANY PRODUCTS OR INFORMATION DASHER SHALL PROVIDE HEREUNDER, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES.

j. CONFIDENTIALITY: The receiving party shall protect the confidentiality and secrecy of the disclosing party's Confidential Information and shall prevent any improper disclosure or use thereof by its employees, agents, contractors or consultants, in the same manner and with the same degree of care (but in no event less than a reasonable degree of care) as it uses in protecting its own information of a confidential nature for a period of three (3) years from the date of such disclosure. Each party must inform its employees having access to the other's Confidential Information of restrictions required to comply with this Section 2(k). Each party agrees to provide notice to the other immediately after learning of or having reason to suspect a breach of any of the restrictions of this Section 2(k). Notwithstanding the foregoing, each party may disclose the other party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

Each party retains for itself all proprietary rights it possesses in and to all of its own Confidential Information. Accordingly, Confidential Information which the disclosing party may furnish to the receiving party shall be in the receiving party's possession pursuant only to a restrictive, nontransferable, nonexclusive license under which the receiving party may use such Confidential Information under the terms of this Agreement, solely for the purposes of satisfying its obligations hereunder. Each party understands that the party receiving Confidential Information may now or in the future be developing proprietary information internally or receiving proprietary information from third parties in confidence that may be similar to disclosed Confidential Information. Nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, for itself or others, that compete with the products, processes, systems or methods contemplated by disclosed Confidential Information.

Each party acknowledges that any material violation of the rights and obligations provided in this Section 2(k) may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding Section 2(m), each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

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k. ELECTRONIC COMMUNICATIONS DISCLAIMER: DASHER is not liable for any failure of electronic communications to transmit, receive, store or handle documents or perform related activities.

Buyers must properly use security procedures, which are reasonably sufficient to ensure that all electronic transmissions of documents to DASHER are authorized and shall be responsible for any such unauthorized transmissions. Any order properly transmitted in accordance with these terms and conditions is considered to be "in writing"; and any order containing a code is deemed (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. Buyer and DASHER agree not to contest the validity or enforceability of orders as to whether certain agreements are to be in writing or signed.

l. Independent Contractor: DASHER and Buyer are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties.

m. Force Majeure: Neither party shall be liable to the other for any delay in performance or failure to perform, in whole or in part, due to labor dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, civil commotion, act of public enemy, accident, fire, flood, earthquake, or other act of God, act of any governmental authority, judicial action, computer virus or worm, or similar causes beyond the reasonable control of such party. If any event of force majeure occurs, the party affected by such event shall promptly notify the other party of such event and take all reasonable actions to avoid the effect of such event.

n. Notice: All written notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt.

COUNTY OF MARIPOSA

_____
Rosemarie Smallcombe,
Chair Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bounshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem,
County Counsel

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MARIPOSA COUNTY

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5100 Bullion Street
http://www.mariposacounty.org/

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

ACTION SUMMARY MINUTES

May 17, 2022

A. 9:03 AM Called to Order

The meeting was called to order at 9:03 AM due to technical difficulties.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:03 AM
Tom Sweeney	District II Supervisor	Present	9:03 AM
Marshall Long	District III Supervisor	Present	9:03 AM
Wayne Forsythe	District IV Supervisor	Present	9:03 AM
Miles Menetrey	District V Supervisor	Excused	9:03 AM

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Introductions

None.

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

Public comment was received by Jonathan Noel, who asked what the size of the sheds were for the prices listed on CA.9. Jim Whitmore/Emergency Preparedness Coordinator for Health and Human Services, answered in response to Mr. Noel's comment, noting the price listed is for a 10 x 12 shed which was priced through Tuff Shed. Mr. Whitmore also noted that the brand of the sheds is Tuff Shed in response to Supervisor Long.

Chair Smallcombe asked for clarification on CA.11 and CA.12 pointing out, besides a number, the items are both identical. Shannon Hansen/Public Works and Transportation Director, noted these are two different bridges; however, they are both on Dogtown Road and go over Maxwell Creek.

Minutes Acceptance: Minutes of May 17, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

CA1. **Health and Human Services RES-2022-295**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration/Community Development RES-2022-296**

Approve Budget Action Recognizing Unanticipated Revenue from an Office of the Small Business Advocate Grant that Will Fund a Micro-Enterprise COVID-19 Relief Grant Program ($22,736.57) 4/5ths Vote Required

CA3. **Administration/Human Resources RES-2022-297**

Rescind Resolution 19-453; and Adopt a New Confidential Employee Resolution with an Updated List of Confidential Classifications Retroactive to February 1, 2022

CA4. **Clerk of the Board of Supervisors 2022-58**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in April of 2022

CA5. **Clerk of the Board of Supervisors 2022-59**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in April of 2022

CA6. **HHS/Behavioral Health & Recovery Services RES-2022-298**

Approve the Allocation of One Additional Full Time Mental Health Aide Position in the Health and Human Services Agency (HHSA) Behavioral Health Budgets, Effective Immediately

CA7. **HHS/Public Health RES-2022-299**

Approve the Fourth Amendment to California Department of Public Health (CDPH) Immunization Local Assistance Grant Agreement Number 17-10329, A04 to Increase the Grant Funding by $556,910 for Fiscal Year 2021-2022 to the New Amount Not to Exceed $1,349,933; and Authorize the Health and Human Services Agency Director to Sign the Amendment

CA8. **HHS/Public Health RES-2022-300**

Approve the California Reportable Disease Information Exchange (CalREDIE) Data Use and Disclosure Agreement with California Department of Public Health (CDPH) for a Term of Three Years; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **HHS/Public Health RES-2022-301**

Minutes Acceptance: Minutes of May 17, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve Budget Action Transferring Funds Within the Health and Human Services Agency Budget to Cover the Purchase of Two Storage Sheds ($14,480)

CA10. **Public Works** **RES-2022-310**

Approve the First Amendment to an Agreement with Willdan Engineering Extending the Term of the Agreement to December 31, 2022 for Design of the Parking District; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **Public Works** **RES-2022-302**

Approve Program Supplement Agreement #NO29 Rev. 2 with the State of California Department of Transportation for Dogtown Road Over Maxwell Creek Bridge Project; Authorize the Public Works Director to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Highway Bridge Program Budget in Right of Way (ROW) Funds ($50,000) 4/5ths Vote Required

CA12. **Public Works** **RES-2022-303**

Approve Program Supplement Agreement #NO33 Rev. 2 with the State of California Department of Transportation for Dogtown Road Over Maxwell Creek Bridge Project; Authorize the Public Works Director to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Highway Bridge Program Budget in Right of Way (ROW) Funds ($50,000) 4/5ths Vote Required

E. Board Recognitions

1. **Public Works** **2022-60**

Proclaim May 15 through May 21, 2022, as "Public Works Week"

Shannon Hansen introduced the item stating this was an important one to her. This item thanks and recognizes those who serve the public every day quietly.

Public comment was received by Joe Lynch/Director of Health and Human Services, Kari Kisela/Chamber of Commerce, Pete Judy/Chief Probation Officer, Tara Schiff/Economic Development Specialist, Jeremy Briese/Sheriff, Walter Wall/District Attorney, Cara Goger/Arts Council, Gill Perisol/California Highway Patrol Commander, Leigh Westerlund/Assistant County Administrative Officer, and Danielle Bondshu/Deputy Clerk of the Board II who all sang praises of the many different divisions of Public Works, many noting how hard these individuals work and the professionalism they exude. All present supervisors expressed kudos and appreciation.

Chair Smallcombe presented Shannon Hansen and several Public Works staff members with the proclamation.

Minutes Acceptance: Minutes of May 17, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

F. Departmental Presentation

Dr. Eric Sergienko/County Health Officer gave three updates. One of which was the Federal Drug Administration (FDA) amended the Emergency use Authorization which allows for children ages 5 and above to receive the Pfizer booster vaccine and Optum Serve is now capable of performing a COVID-19 test and providing Anti-Viral Medicine from a Telehealth professional. Dr. Sergienko also noted that the Ewing Wing at John C. Fremont Healthcare District had reported another positive patient.

Matthew Matthiesen/John C. Fremont Health Care District CEO noted there were 15 positive patients in the Ewing Wing with 6 continuing to test negative. The positive individuals have been moved to a "Red Zone" which was housed on the larger side of the hospital. Mr. Matthiesen noted there were no in-patient services available until the hospital could transition to normal.

Jacob Hawley/Mariposa County Visitors Center stated they are continuing to see double numbers from last year. Current numbers are sitting at 49 individuals a day which is 7 more a day than last year. Yosemite is still taking reservations and announced the Mariposa Grove will be opened on Memorial Day Weekend. Mr. Hawley stated the Escape room in the Visitors Center saw over 625 visitors last year. He also stated there is a need for more recreational businesses and announced if anyone would like to start a recreational business to come visit him.

G. Public Comment on Non-Agenda Items

None.

H. Regular Agenda Items

1. **Board of Supervisors (ID # 12979)**

Receive a Presentation from Cara Goger, Executive Director of the Mariposa County Arts Council, to Provide an Update on the Arts Council's Established and New Programs

Cara Goger/Executive Director of the Mariposa County Arts Council gave a PowerPoint Presentation highlighting the many programs they facilitate for our community.

Public comment was received by Julianne Sims/Division Director of Human Services, Sheriff Briese, Tyson Wellcome/Program Director of Ethos, Gale Driefuss, Clay River, Pete Judy, Ralph Mendershausen, Peny Otwell, Nancy Fluharty/Sierra Foothill Conservancy, Jessica Thomson/Sierra Foothill Conservancy, and Alejandra Garcia on behalf of her husband William Fasset all of which sang the praise of the Arts Council as well as what art does and can achieve for a community, especially the community of Mariposa County.

Positive acclamation's were received by Chair Smallcombe, Supervisor Forsythe,

Minutes Acceptance: Minutes of May 17, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

and Supervisor Sweeney.

RESULT: INFORMATION RECEIVED

Recess

10:57 AM Chair Smallcombe recessed the meeting or a brief break and reconvened at 11:03 AM.

2. **HHS/Behavioral Health & Recovery Services (ID # 12857)**

Receive Mariposa County Behavioral Health Board 2021-2022 Annual Report on Their Goals and Accomplishments

Paul Brickett/Behavioral Health Board Chair gave a brief introduction and turned the floor to Sean Land/Mariposa County Sheriff's Department Captain who gave a PowerPoint Presentation. Captain land shared https://www.calbhbc.org/ as a viable resource for those who want to gain a better understanding of the Behavioral Health Community. Public comment was received by Joe Lynch who thanked the Behavioral Health Board for the view they give to Health and Human Services on Behavioral Health.

RESULT: INFORMATION RECEIVED

3. **Health and Human Services RES-2022-304**

Ratify the United States Department of Agriculture (USDA) Planning Grant Submission for a Proposed Mariposa County Food Access and Food Security Survey

Joe Lynch gave the staff report and noted this is just to identify needs. No public comment.

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

4. **HHS/Public Health RES-2022-305**

Approve the CalCONNECT System (CalCONNECT) Data Use and Disclosure Agreement, with California Department of Public Health (CDPH) for a Term of Three Years; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dr. Eric Sergienko gave the staff report. No public comment.

Minutes Acceptance: Minutes of May 17, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

5. **Public Works** **RES-2022-306**

Approve and Accept a FEMA/CalOES Grant in the Amount of $2,518,050 with a Non-Federal Cost Share of $839,350; and Authorize the Director of Public Works to Sign the FFATA Financial Disclosure Form, the Supplemental Grant Sub Award Information Form, and the Project Assurances for Federal Assistance Hazard Mitigation Grants Form CalOES 89 as the Authorized Agent Per Grant Requirements

Shannon Hansen gave the staff report. Public comment received by Jonathan Noel who asked where the water was going to come from. Ms. Hansen responded that the water is from previous well sites. Board discussion ensued.

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

6. **Public Works** **RES-2022-307**

Adopt a Resolution Authorizing FY22/23 SB1 Road Maintenance and Rehabilitation Account (RMRA) Funding; and Authorize the Director of Public Works and Transportation to File the Resolution and Project List with the California Transportation Commission

No public comment. In response to a question from Chair Smallcombe, Shannon Hansen stated yes, there will be a schedule for the roads project.

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

7. **Public Works** **RES-2022-308**

Approve an Agreement with Provost and Pritchard Consulting Group to Provide Mariposa Creek Parkway Phase III Design Services in the Amount Not to Exceed $189,824; and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Hansen gave the staff report. No public comment.

Minutes Acceptance: Minutes of May 17, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

8. **County Counsel RES-2022-309**

Approve Budget Action Transferring Revenue from the County Counsel Budget to the Public Works Budget for Construction of a Wall and Door Between the County Counsel Office and Administration ($8,500) 4/5ths Vote Required

Steve Dahlem/County Counsel gave the staff report. In response to a question from Supervisor Long, Mr. Dahlem noted it would not affect the path to the staircase. Public comment was received by Jonathan Noel who questioned if the door would meet the Americans with Disabilities Act (ADA) requirements. Mr. Dahlem responded that the specs of the door comply with ADA requirements.

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

I. Items removed from Consent Agenda

None.

J. Closed Session

1. **Board of Supervisors (ID # 12822)**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: County Health Officer

RESULT: **WITHDRAWN AND RESCHEDULED Next: 6/21/2022 9:00 AM**

K. Board Information

Information received.

L. Adjournment

11:57 AM Chair Smallcombe adjourned the meeting in memory of Thomas Smith, Norman Trabucco, Patricia Rhoan, and Jeffrey Kile.

Minutes Acceptance: Minutes of May 17, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Respectfully submitted,

Danielle Bondshu

Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of May 17, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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 IV**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

June 7, 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

None.

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

No public comment. A note was made on CA.14 the year of expiration was 2022-2023. Chair Smallcombe asked the Board to consider withdrawing CA.2 as the requirements to appoint an unqualified individual as the Interim Librarian had not been met. Supervisor Long asked that it be withdrawn and discussed. Chair Smallcombe read the Education Code which governs county libraries. Both Supervisor Menetrey and Forsythe noted that this item needs to be withdrawn since the requirements had not been met. CA.2 was withdrawn by majority consent.

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

CA1. **Health and Human Services** **RES-2022-316**

Minutes Acceptance: Minutes of Jun 7, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

2. Withdrawn from the Agenda

CA3. **Agricultural Commissioner RES-2022-317**

Approve the County Petroleum Products Program Cooperative Agreement Number 22-0121-000-SA for Fiscal Year 2022/2023 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. **Board of Supervisors**

Approve the Minutes of Tuesday, April 12, 2022

CA5. **Board of Supervisors**

Approve the Minutes of Tuesday, April 26, 2022

CA6. **Clerk of the Board of Supervisors (ID # 13041)**

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

CA7. **County Counsel RES-2022-318**

Approve a Lease Agreement with Mariposa Preschool Cooperative, a California Non-Profit Corporation, for Use of the Woodland Community Building for Fiscal Year 2022/2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **County Counsel RES-2022-319**

Approve the Administrative Match Agreement Between Mariposa County and Area 12 Agency on Aging in an Amount Not to Exceed $38,325 for Fiscal Year 2022/2023 for Such Purposes as the Older Americans Act and Older Californians Act; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **County Counsel 2022-65**

Recognize Joe Lynch and Jenifer Canter for Their Past Service on the Mariposa County Safety Committee; and Appoint Vincent Kehoe as a Management Representative and Ben Goger as Rank & File Representative to the Mariposa County Safety Committee Filling Unexpired Terms Ending September 28, 2023

CA10. **Fire RES-2022-320**

Approve Noticing for Title III Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000 in the Amount of $108,132 and Begin the 45-Day Comment Period

CA11. **Health and Human Services RES-2022-321**

Approve the Allocation of Two Additional Full-Time Licensed Vocational Nurse (LVN) Positions in the Health and Human Services Agency (HHSA) Health Division Budgets, Effective Immediately

CA12. **Health and Human Services 2022-66**

Minutes Acceptance: Minutes of Jun 7, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Accept Resignations of Jennifer McCollom and Lydia Lower; Appoint Erin Vereschegin as the MCUSC Superintendent Designee to Fill an Unexpired Term Ending on April 24, 2024; and Update the Last Name of Member Katherine Baker to Katherine Coggins of the Mariposa First 5 Commission

CA13. **Health and Human Services RES-2022-322**

Approve the Allocation of One Additional Full Time Administrative Analyst Position in the Health and Human Services Agency (HHSA) Community Health Budgets, Effective Immediately

CA14. **Health and Human Services RES-2022-323**

Approve an Addendum Extending the Term of Existing Lease Agreement with Sierra Pines Property Management for the Property Located at 5119 Jones Street, Mariposa, California, Units #A and #B; and Authorize the Board of Supervisors Chair to Sign the Addendum

CA15. **HHS/Behavioral Health & Recovery Services RES-2022-324**

Approve Agreement with Central Star Behavioral Health, Inc. to Provide Inpatient Mental Health Rehabilitation Services for Mariposa County Health and Human Services Agency (HHSA) in an Amount Not to Exceed $150,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **HHS/Behavioral Health & Recovery Services RES-2022-325**

Approve Agreement with Deerfield Solutions, LLC to Provide Level of Care Utilization System (LOCUS) for Psychiatric and Addiction Services Software Integration and Online Services for an Initial Term of March 9, 2022 through March 8, 2023 with an Automatic Annual Renewal; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **HHS/Behavioral Health & Recovery Services RES-2022-326**

Approve an Agreement with Mountain Mental Health to Provide Counseling Services for Mental Health Clients in an Amount Not to Exceed $150,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **HHS/Public Health RES-2022-327**

Approve Five-Year Grant Agreement with the California Department of Public Health (CDPH), California Oral Health Program (COHP) Grant Agreement #22-10176 for a Term from July 1, 2022 through June 30, 2027 with an Amount Not to Exceed $720,440; Authorize the Director of Mariposa County Health and Human Services Agency (HHSA) to Sign the Agreement and Certifications to Secure Funding as Delineated Within the Grant Agreement

CA19. **HHS/Social Services RES-2022-328**

Approve an Agreement with Kazlin Infinite Care, LLC to Provide Residential Care Facility Services for the County of Mariposa in an Amount Not to Exceed $100,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **HHS/Social Services RES-2022-329**

Minutes Acceptance: Minutes of Jun 7, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve an Agreement with Berliner-Cohen Attorneys at Law, to Represent Mariposa County Health and Human Services Agency (HHSA) in Juvenile Dependency and Public Guardian/Conservatorship Cases and Any Other Matter County Counsel Deems Appropriate in an Amount Not to Exceed $100,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **Planning 2022-67**

Acknowledge the Service of Tony McDaniel to the Merced River Trail Community Working Group (MRTCWG)

CA22. **Public Works RES-2022-330**

Approve Budget Action Transferring Funds Within the Public Works and Transportation Department Budget to Move Funds to the Appropriate Category ($800,000)

CA23. **Public Works RES-2022-331**

Approve Second Amendment to the Agreement with Vanir Construction Management for the Sheriff HQ Project Increasing Compensation by $112,310 for a New Amount Not to Exceed $242,480; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Transferring Funds from the Transient Occupancy Tax Fund to the Public Works Budget ($112,310) 4/5ths Vote Required

E. Board Recognitions

1. **HHS/Community Services 2022-68**

Proclaim the Month of June, 2022, as "Elder and Dependent Adult Abuse Awareness Month"

Julianne Simms/Division Director gave the staff report. No public comment. Chair Smallcombe and Supervisor Long gave their thanks and also reminded the public to stay vigilant as many take advantage of our elderly.

Chair Smallcombe presented the proclamation to Julianne Simms and staff.

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

F. Departmental Presentation

Jeremy Briese/Sheriff noted for clarification, during the budget hearing on May 24th, 2022 the comment he made in regards to the relationship between the hospital and the Sheriff's Department was taken out of context. The relationship is currently in a great place. Sheriff Briese announced the Marijuana Enforcement Team (MET) began its enforcement with the help of Cal Fire, Probation, and Public Works. On May 26th, they hit 15 locations with 5 more the following day. They eradicated 22,000+ Marijuana plants, confiscated 8 firearms, and made 17 arrests. Supervisor Forsythe noted he went with the MET and this team puts themselves at risk. He also noted that

Minutes Acceptance: Minutes of Jun 7, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

seeing firsthand the destruction these grows cause the environment is an eye opener.

Shannon Hansen/Public Works Director announced the California Wildlife Prevention Grant was awarded to the tune of $200,000. Ms. Hansen announced that Parks and Recreation was in desperate need of Lifeguards, and because of that Pools are currently limited. Public Works and Health and Human Services have teamed up and will pay for the tuition of the lifeguard class for any individuals interested. Ms. Hansen gave the Parks and Recreation telephone number 209-966-2498 for individuals who are interested.

Steve Ward/Cal Fire and Mariposa County Fire Unit Chief reminded the public that fire season has kicked off and permitted burning is no longer in effect. He reminded the public to be mindful of what they are doing and at what time of day. Chief Ward announced that Cal Fire is still performing training burns and had just completed a 317-acre training burn on the Groupe Ranch and would be performing a firing class the following day. He also announced that interviews were taking place with volunteer firemen. Chief Ward is hopeful to gain 7 new volunteers as they recently lost 8 volunteers to Cal Fire.

Kari Kisela/Chamber of Commerce announced tickets were available to purchase for the 2022 Chamber Business Award Tiki Dinner. She asked that tickets be purchased by June 15th. For more information on the Chamber Dinner, she directed individuals to visit the Chamber website or call 209-966-2456. Ms. Kisela stated she was working on getting information for regulations on banners that go over 140. Those regulations can be found on the Chamber website.

Dallin Kimble/County Administrative Officer noted Cannabis is being handled from all sides as there was a round table with 9 other departments to discuss what can be done further to aid in the fight against illegal marijuana. Mr. Kimble announced his department is getting close to the budget recommendations and noted communication with other departments has been great. Mr. Kimble stated the County has requested congressionally directed spending for the Wawona Ambulance Bay project and Senator Padilla has included the project on his list.

1. **Clerk of the Board of Supervisors (ID # 13250)**

Handouts from Departmental Presentation Portion of the June 7Th, 2022, Meeting

RESULT: INFORMATION RECEIVED

G. Public Comment on Non-Agenda Items

None.

H. Regular Agenda Items

1. **Administration RES-2022-332**

Adopt a Resolution to Sell Surplus Real Property (Mariposa County APN 001-030-001 and Tuolumne County APN 071-120-011) 4/5ths Vote Required

Dallin Kimble gave the staff report noting no Sealed Bids were received prior to the meeting. The room was open for bids and Robert Cree on behalf of Chris Keller submitted a bid for $200,000. Bidding was closed at 9:40 AM.

The Board voted unanimously to accept Chris Keller's bid for the property and

Minutes Acceptance: Minutes of Jun 7, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Mr. Cree submitted the packet with a check for 10% of the purchase price.

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

2. **Fire (ID # 12972)**

Provide an Update and Recommendations to the Board of Supervisors on the Mariposa County Fire Advisory Committee (MCFAC)

Chief Ward and Steve Engfer/Co-Chair of MCFAC gave the staff report with a PowerPoint presentation. Noting this is an update on what Mariposa County Fire Advisory Committee (MCFAC) is working on. No public comment. Board discussion ensued.

RESULT: INFORMATION RECEIVED

3. **Health and Human Services RES-2022-333**

Ratify Crisis Care Mobile Units (CCMU) Community Information Exchange (CIE) Grant Application from the California Department of Health Care Services in the Amount Not to Exceed $700,000; and Authorize the Health and Human Services Agency Director to Implement the CIE Grant Activities, If Awarded

Joe Lynch/ Health and Human Services Agency Director 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

Recess

10:10 AM Chair Smallcombe recessed the Board for a brief break and reconvened the meeting at 10:15 AM.

4. **Treasurer-Tax Collector-County ClerkRES-2022-334**

Adopt a Resolution Calling for an Election to be Held to Fill the District II Vacant Supervisorial Seat on the Board of Supervisors; and Consolidate it with the November 8, 2022, Gubernatorial General Election

Keith Williams/Treasurer-Tax Collector-County Clerk-Interim Clerk of the Board gave the staff report. No public comment. Board discussion ensued.

Minutes Acceptance: Minutes of Jun 7, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

5. **Clerk of the Board of Supervisors (ID # 12974)**

Discussion and Direction Regarding Possible Video Software and Equipment for Board Meetings

Tracy Gauthier/Deputy Clerk of the Board and Danielle Bondshu/Deputy Clerk of the Board gave the staff report. No Public Comment. Board discussion ensued.

DIRECTION: No video use recommendation at this time.

RESULT: **DIRECTION GIVEN**

I. Items removed from Consent Agenda

1. **Administration/Human Resources RES-2022-395**

Appoint Dallin Kimble as Acting Director of the Mariposa County Library Effective June 7, 2022; and Approve a 10% Increase in Salary for the Term of This Appointment Effective July 7, 2022

RESULT: **WITHDRAWN AND RESCHEDULED Next: 6/28/2022 9:00 AM**

J. Closed Session

10:29 AM Chair Smallcombe recessed the Board into Closed Session.

1. **Board of Supervisors (ID # 12758)**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Public Works and Transportation Director

No public comment.

RESULT: **CLOSED SESSION HELD**

2. **Administration (ID # 13062)**

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

No public comment.

RESULT: **CLOSED SESSION HELD**

K. 2:00 PM Reconvene

1. **Planning (ID # 13026)**

Minutes Acceptance: Minutes of Jun 7, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Receive the 2020-2021 Residential Transient Occupancy Facility Annual Self-Report Summary

Sarah Williams/Planning Director turned the floor to Kaitlyn Casner/Planner II and Donna Saint Vincent/Planner I. Kaitlyn gave a PowerPoint presentation. No public comment. Board discussion ensued.

RESULT: **INFORMATION RECEIVED**

2. **Planning** **2022-69**

Appoint One (1) Member to the Code Compliance Advisory Committee (CCAC) to Fill a Remaining Term that Expires February 28, 2023

Sarah Williams gave the staff report. No public comment.

ACTION: Appoint Robert Fox to the Code Compliance Advisory Committee.

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

L. Board Information

Information received.

Report Out

2:28 PM Chair Smallcombe reported during closed session information was received on item number one and information was received and direction given on item two.

M. Adjournment

2:29 PM Chair Smallcombe Adjourned the meeting in memory of Dwight Lee Evans, Merlin Louise Wade, Susan Margaret Silva, Robert Nelson, Diane Marie Pierce-Michaud, Carole A. Flick, Deborah Kay Cumings, Bill Wass, Elizabeth Anne Luker, and Richard Stanton Gimblin.

Minutes Acceptance: Minutes of Jun 7, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Respectfully submitted,

Danielle Bondshu
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jun 7, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

ACTION SUMMARY MINUTES

June 9, 2022

SPECIAL MEETING

A. 11:00 AM Called to Order and Roll Call

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	11:00 AM
Marshall Long	District III Supervisor	Present	11:00 AM
Wayne Forsythe	District IV Supervisor	Present	11:00 AM
Miles Menetrey	District V Supervisor	Present	11:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Closed Session

1. **Administration/Human Resources (ID # 13038)**

CLOSED SESSION: Public Employment, Title or Position to be Filled: (Government Code Section 54957 (B) (1)); Clerk of the Board

No public comment.

RESULT: CLOSED SESSION HELD

Recessed

11:02 PM Chair Smallcombe moved the meeting into Closed Session.

Reconvened

2:53 PM Chair Smallcombe reported that Information was Received, and Direction was Given during the Closed Session.

Minutes Acceptance: Minutes of Jun 9, 2022 11:00 AM (Approval of Consent Agenda (Items designated by "CA"))

D. Adjournment

2:54 PM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Keith Williams
Interim Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jun 9, 2022 11:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

ACTION SUMMARY MINUTES

June 13, 2022

SPECIAL MEETING

A. 10:00 AM Called to Order and Roll Call

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	10:00 AM
Marshall Long	District III Supervisor	Present	10:00 AM
Wayne Forsythe	District IV Supervisor	Present	10:00 AM
Miles Menetrey	District V Supervisor	Present	10:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Closed Session

No public comment.

1. **Administration/Human Resources (ID # 13039)**

CLOSED SESSION: Public Employment, Title or Position to be Filled: (Government Code Section 54957 (B) (1)); Clerk of the Board

RESULT: CLOSED SESSION HELD

Recessed

10:02 AM Chair Smallcombe moved the meeting into Closed Session.

Reconvened

12:00 PM Chair Smallcombe reported that Information was Received, and Direction was Given during the Closed Session.

Minutes Acceptance: Minutes of Jun 13, 2022 10:00 AM (Approval of Consent Agenda (Items designated by "CA"))

D. Adjournment

12:01 PM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Keith Williams
Interim Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jun 13, 2022 10:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

ACTION SUMMARY MINUTES

June 14, 2022

A. 9:00 AM Called to Order

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

Carol Suggs/Mariposa Friends of the Fair Board Member as well as Rodeo Queen Organizer introduced Desiree Turck who has and will continue to serve as the Mariposa Rodeo Queen. Ms. Turck gave each Supervisor a signed photograph of herself in her Rodeo Queen ensemble.

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

Public comment was received by Karen Glendenning on CA.9 regarding stopping support of the line item, next year. Chair Smallcombe responded that YARTS JPA was currently discussing the very topic.

It was noted that CA.13 requires a 4/5th vote and CA.10 has been withdrawn and rescheduled.

Minutes Acceptance: Minutes of Jun 14, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

CA1. **Health and Human Services** **RES-2022-335**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration** **RES-2022-336**

Approve a Three Year Agreement for Indigent Defense Legal Services with Neal Douglass in an Amount Not to Exceed $140,040 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA3. **Administration** **RES-2022-337**

Approve a Three Year Agreement for Indigent Defense Legal Services with Eugene Action in an Amount Not to Exceed $140,040 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. **Administration** **RES-2022-338**

Approve a Three Year Agreement for Indigent Defense Legal Services with Michael McAfee in an Amount Not to Exceed $140,040 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Administration/Technical Services** **RES-2022-339**

Approve the Renewal Agreement with Tangent for Microsoft 365 Licenses, in an Amount Not to Exceed $137,580, with a Term of July 5, 2022 through July 4, 2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Agricultural Commissioner** **RES-2022-340**

Approve the Certified Farmers Market Inspections Agreement 22-0313-000-SA for Fiscal Year 2022/2023 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Agricultural Commissioner** **RES-2022-341**

Approve Cooperative Service Agreement No. 22-73-06-0260-RA the Annual Work and Financial Plan for Fiscal Year 2022/2023 with the United States Department of Agriculture/Animal and Plant Health Inspection Service/Wildlife Services (USDA/APHIS/WS); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **County Counsel** **RES-2022-342**

Approve First Amendment to the Agreement with Municipal Code Online to Change the Company Name to CivicPluc LLC for Self-Publishing Software Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. **County Counsel** **RES-2022-343**

Minutes Acceptance: Minutes of Jun 14, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve an Agreement with Yosemite Area Regional Transportation System (YARTS) Joint Powers Authority (JPA) to Continue Providing Public Transit Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

10. Withdrawn and rescheduled

CA11. **Health and Human Services** **RES-2022-344**

Approve First Amendment to the Three Year Agreement with Hoffman Electronic Systems for Alarm Monitoring in the County Building of the Health and Human Services Agency; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **Public Works** **RES-2022-345**

Authorize an Increase of Extra Help Hours to 1,300 at the Solid Waste Division Within the Public Works Department

CA13. **Public Works** **RES-2022-346**

Approve Budget Action Reducing General Fund and Increasing the FEMA Water Tanks Fund in the Public Works and Transportation Department Budget ($200,000) 4/5ths Vote Required

CA14. **Public Works** **RES-2022-347**

Rescind Resolution 22-310 Which Approved the 1St Amendment with Willdan Engineering for the Design of the Downtown Parking District

E. Departmental Presentation

Barbara Cone/Mariposa Fire Safe Council shared that they have been awarded two Cal Fire Grants for roughly $1.5 million, bringing their grant management to almost $5 million. The Fire Safe Council is working on a fuel break from Alta Vista that will travel the distance of Bullion ridge to the river canyon. They are also working on a fuel break on Foran that will be completed in July with only a small amount left to complete on Stumpfield Mountain.

Matthew Matthiessen/CEO John C. Fremont Healthcare District updated the public on the Measure O results and publicly thanked the citizens of "Citizens to Save the Hospital" for their work and thanked the Mariposa community for voting yes. Mr. Matthiessen noted that they would begin the planning portion and stated the design alone is a multi-million-dollar cost. After a question from Chair Smallcombe, Mr. Matthiessen stated he would periodically come to the Board of Supervisors for updates and urged the public to listen to the Hospital Board meetings.

Candy O'Donnell Brown/John C. Fremont Healthcare District Board President wanted to add to Matthew's report on Measure O noting that this is something she has been working on for 18 years and thanked the community for their support.

F. Public Comment on Non-Agenda Items

Kari Kisela/Mariposa Chamber of Commerce announced the deadline for purchasing tickets for the Tiki Dinner is approaching and the public can go to the Chamber's website to make the purchase.

Minutes Acceptance: Minutes of Jun 14, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Recess Board of Supervisors

9:23 AM Chair Smallcombe recessed the Board of Supervisors meeting and the Deputy Clerk of the Board read the Government Code announcement.

G. COUNTY SERVICE AREA 1M (Don Pedro)

(Chair - Director Vacant, Vice-Chair - Director Marshall Long)

9:24 AM Vice-Chair Long called the meeting to order.

Public Comment Period

None.

CSA 1M Regular Agenda

1. **Clerk of the Board of Supervisors CSA1M-2022-1**

Selection of the 2022 County Services Area 1M (Lake Don Pedro) Chair

No public comment.

ACTION: Director Marshall Long was selected to be the 2022 CSA 1M Chair.

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

2. **Clerk of the Board of Supervisors CSA1M-2022-2**

Selection of the 2022 County Services Area 1M (Lake Don Pedro) Vice-Chair

No public comment.

ACTION: Director Wayne Forsythe was selected to be the 2022 CSA 1M Vice-Chair.

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

3. **Public Works CSA1M-2022-3**

Approve Budget Action Reducing the Transfer Out in the Don Pedro Sewer Fund and Increasing Expense ($11,705) 4/5Th Vote Required

Minutes Acceptance: Minutes of Jun 14, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Shannon Hansen/Public Works and Transportation Director gave the staff report. No public comment. In regards to a question from Director Smallcombe, Ms. Hansen stated this should cover all outstanding bills.

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

Adjourn CSA 1M

9:30 AM Chair Long adjourned the CSA 1M meeting and turned the meeting over to LTC Chair Smallcombe.

H. LOCAL TRANSPORTATION COMMISSION

(Chair - Commissioner Rosemarie Smallcombe, Vice-Chair - Commissioner Wayne Forsythe)

9:30 AM Chair Smallcombe called the Local Transportation Commission Meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2022-11**

PUBLIC HEARING: to Receive Comments Regarding Possible Unmet Transportation Needs Within Mariposa County for Fiscal Year 2021-2022; and Adopt a Resolution Finding One of the Following: A) There Are No New Unmet Needs; B) There Are No New Unmet Transit Needs that Are Reasonable to Meet; C) There Are Unmet Transit Needs, Including Needs that Are Reasonable to Meet; or D) Grant a Continuance of the Public Hearing Until a Later Date.

Jeannie Morvay-Clayton/ Public Works and Transportation Planning gave the staff report and noted this is done every year. She has sent out advertisements and notices and has not received any new unmet needs. No public comment.

Minutes Acceptance: Minutes of Jun 14, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

ACTION: To adopt the resolution on findings B that there are no new unmet transit needs that are reasonable to meet.

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

Adjourn LTC

9:34 AM Chair Smallcombe adjourned the LTC meeting and turned the meeting over to VPD Vice-Chair Long.

I. VEHICLE PARKING DISTRICT NO. 1 OF MARIPOSA COUNTY

(Chair - Vacant, Vice-Chair - Marshall Long)

9:34 AM Vice-Chair Long called the Vehicle Parking District meeting to order.

Public Comment Period

None.

Parking District Regular Agenda

1. **Clerk of the Board of Supervisors VPD-1-2022-1**

Selection of the 2022 Vehicle Parking District No. 1 Board Chair

No public comment.

ACTION: Director Wayne Forsythe was selected to be the 2022 VPD Chair.

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

2. **Clerk of the Board of Supervisors VPD-1-2022-2**

Selection of the 2022 Vehicle Parking District No. 1 of Mariposa County Board Vice-Chair

Chair Forsythe was passed the gavel. No public comment.

ACTION: Director Marshall Long was selected to be the 2022 VPD Vice-Chair.

Minutes Acceptance: Minutes of Jun 14, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

3. **Public Works** **VPD-1-2022-3**

Approve the First Amendment to the Agreement with Willdan Engineering Extending the Term of the Agreement to December 31, 2022 for Design of the Parking District; and Authorize the Parking District Chair to Sign the Amendment

Shannon Hansen gave the staff report noting this is for an extension only and they are in the final stages. No public comment.

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

Adjourn Parking District

9:40 AM Chair Forsythe adjourned the VPD meeting.

Reconvene as Board of Supervisors

9:40 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

J. Regular Agenda Items

1. **Public Works** **(ID # 12981)**

Receive a Presentation from Caltrans District 10 on Projects Within Mariposa County

Shannon Hansen thanked Cal Trans for coming to present and introduced Scott who gave a PowerPoint Presentation on the six projects currently being done in Mariposa County. No public comment. Board discussion ensued.

RESULT: **INFORMATION RECEIVED**

Recess

10:11 AM Chair Smallcombe recessed for a brief break and reconvened the meeting at 10:15 AM.

2. **Board of Supervisors** **(ID # 12964)**

Receive a Presentation from the Calaveras-Mariposa Community Action Agency (CMCAA) Regarding Programs and Projects (Staci Johnston, Executive Director)

Minutes Acceptance: Minutes of Jun 14, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Staci Johnston/CMCAA Executive Director gave a PowerPoint Presentation. Ms. Johnston also recognized Joy Schultz and Marshall Long for their work on the CMCAA. No public comment.

RESULT: INFORMATION RECEIVED

3. **Administration/Technical Services RES-2022-348**

Approve the Agreement with E-Z Tel Inc. for Mitel Phone System in an Amount Not to Exceed $554,178; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble/County Administrative Officer introduce Anthony Rios/Technical Services Manager who gave the staff report and noted the scope of work was updated per the Boards direction. Public comment was received by Jonathan Noel who asked if the new system would be easier to add to or update. 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

4. **Agricultural Commissioner RES-2022-349**

Approve the Implementation of the Mariposa County Commercial Livestock Pass Program, Effective Beginning the 2022 Fire Season

Monica Nielsen/Agricultural Commissioner gave the staff report and noted the positive collaboration with County Fire and our Local Office of Emergency Services (OES). No public comment. Kudos were given by Supervisors Long and Forsythe.

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

5. **Planning RES-2022-350**

Rescind Resolution 2022-219; Approve the Final Cooperative Agreement and Final Transportation Art Agreement with Caltrans for the Mariposa Gateway Enhancement Project; and Authorize the Board of Supervisors Chair to Sign Both Agreements

Sarah Williams/Planning Director introduced the item and then introduced Mikey Goralnik/Community Planner who gave the staff report and noted the change. No public comment.

AMENDMENT: The Final Transportation Art Agreement has been pulled from the Board action at the request of Cal Trans for a revision and will be brought back at a future date.

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

6. **Probation RES-2022-351**

Approve a Three Year Retroactive Memorandum of Understanding (MOU) with the Superior Court of California, County of Mariposa, for a Pretrial Release Program Effective July 1, 2021 through June 30, 2024 for a Total Amount Not to Exceed $600,000; Authorize the Board of Supervisors Chair to Sign the MOU; and Approve Pretrial Expenditures

Pete Judy/Chief Probation Officer congratulated the class of 2022 and gave the staff report. No public comment. Board discussion ensued.

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

7. **Clerk of the Board of Supervisors RES-2022-352**

Select and Approve Board Members as 2022 Agency Representatives to Fill Positions Previously Held by Supervisor Tom Sweeney, District II, Prior to His Resignation

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

ACTION: To replace Tom Sweeney, Supervisor Wayne Forsythe will represent Mariposa on the Calaveras-Mariposa Community Action Agency (CAA) with Supervisor Marshall Long as his alternate, Supervisor Rosemarie Smallcombe will be the representative on the Central Sierra Broadband Utility Zone Consortium with Supervisor Miles Menetrey as her Alternate. Supervisor Smallcombe was also selected to be a representative on the SouthWest Interface Team (SWIFT)

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

8. **Clerk of the Board of Supervisors RES-2022-353**

Review and Select Board Member Representation on In-County Committees, Commissions, and Boards to Fill Positions Previously Held by Supervisor Tom Sweeney, District II, Prior to His Resignation

Danielle Bondshu/Deputy Clerk of the Board gave the staff report. No public

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comment. Board discussion ensued.

ACTION: To replace Tom Sweeney, Supervisor Marshall Long will be the Alternate on the Local Agency Formation Commission (LAFCo), and Supervisor Menetrey will be the Ex-Officio on the Solid Waste AB939 Local Task Force and Supervisor Menetrey will be the Ex-Officio on the Merced River Trail Community Working Group.

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

9. **Clerk of the Board of Supervisors 2022-70**

Review and Select Board Members to Serve as 2022 Policy Area Liaisons to Fill Positions Previously Held by Supervisor Tom Sweeney, District II, Prior to His Resignation

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

ACTION: To replace Tom Sweeney, Supervisor Miles Menetrey will be the liaison to the Airport and Infrastructure categories, Supervisor Wayne Forsythe will be the liaison for the Development Services and Fiscal and Education categories, and Supervisor Rosemarie Smallcombe will be the liaison for the Water category.

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

10. **Clerk of the Board of Supervisors (ID # 13066)**

Discussion and Direction on Board Recognitions and Presentations

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

DIRECTION: Recurring proclamations will be placed on the consent agenda, new proclamations will be placed under board recognitions, and the Board Chair will have the discretion to pull a proclamation to the board recognition section if desired. The Board would like only one item on the Board Recognition section per meeting.

As for presentations, they can remain as is and the Clerk of the Board will remind each presenter that there is a fifteen-minute limit.

RESULT: **INFORMATION RECEIVED**

K. Items removed from Consent Agenda

Minutes Acceptance: Minutes of Jun 14, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

1. **District Attorney/Victim Witness RES-2022-357**

Approve the Victim Witness Assistance Program (VW) Grant Application Administered through the State of California Office of Emergency Services (Cal OES) in the Amount of $267,969 for Fiscal Year 22/23; and Authorize the Board of Supervisors Chair and District Attorney to Sign the Grant Application

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/21/2022 9:00 AM

L. Board Information

None.

Recess

11:50 AM Chair Smallcombe recessed the Board meeting for a brief break and then moved the board into closed session.

M. Closed Session

1. **Board of Supervisors (ID # 13090)**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Child Support Services Director

No comment.

RESULT: CLOSED SESSION HELD

Reconvened and Report Out

12:35 PM Chair Smallcombe reconvened the meeting and reported that during closed session information was received.

N. Adjournment

12:36 PM Chair Smallcombe adjourned the meeting in memory of Zula 'Peggy' Kile and Michele 'Myke' Wadenius.

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Respectfully submitted,

Danielle Bondshu
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

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MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

June 21, 2022

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:01 AM
Marshall Long	District III Supervisor	Present	9:01 AM
Wayne Forsythe	District IV Supervisor	Present	9:01 AM
Miles Menetrey	District V Supervisor	Present	9:01 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

No public comment. In response to a question on CA.6 by Supervisor Long, County Counsel withdrew the item to pursue a contract longer than 1 year. In regards to CA.7, Supervisor Smallcombe asked Jessica Mimnaugh/Victims Witness to introduce Ellie, the new court dog.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

CA1. **Health and Human Services** **RES-2022-354**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration** **RES-2022-355**

Minutes Acceptance: Minutes of Jun 21, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve Agreement with Graviton Consulting Services for Managed Services Support for the Oracle Enterprise Resource Planning (ERP) System in an Amount Not to Exceed $144,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA3. **Clerk of the Board of Supervisors** **2022-71**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in May of 2022

CA4. **Clerk of the Board of Supervisors** **2022-72**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in May of 2022

CA5. **Clerk of the Board of Supervisors** **RES-2022-356**

Ratify an Agreement with CivicPlus for the County's Website

6. Withdrawn

CA7. **District Attorney/Victim Witness** **RES-2022-357**

Approve the Victim Witness Assistance Program (VW) Grant Application Administered through the State of California Office of Emergency Services (Cal OES) in the Amount of $267,969 for Fiscal Year 22/23; and Authorize the Board of Supervisors Chair and District Attorney to Sign the Grant Application

CA8. **District Attorney/Victim Witness** **RES-2022-358**

Adopt a Resolution Authorizing the District Attorney to Sign Any Amendments and Extensions to the 2021-2022 Victim Witness Assistance (VW) Grant (Subject to Approval as to Legal Form by County Counsel)

CA9. **Health and Human Services** **RES-2022-359**

Approve an Agreement with Archie's Mini Storage (Unit #44) to Provide Storage Space to the County for $934.80 Annually; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Health and Human Services** **RES-2022-360**

Approve an Agreement with the University of California (UC) Davis Extension for Training Involving the Health and Human Services Agency Staff in an Amount Not to Exceed $59,287.50; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **HHS/Behavioral Health & Recovery Services** **RES-2022-361**

Approve an Agreement with San Jose Behavioral Health to Provide Psychiatric Inpatient Services in an Amount Not to Exceed $200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **HHS/Behavioral Health & Recovery Services** **RES-2022-362**

Minutes Acceptance: Minutes of Jun 21, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve Third Amendment to the Agreement with Sierra Quest Human Services Foundation Increasing the Amount by $40,000 for a New Amount Not to Exceed $290,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA13. **HHS/Behavioral Health & Recovery Services RES-2022-363**

Approve an Agreement with Sequoia Psychiatric Treatment Center to Provide Inpatient Mental Health Rehabilitation Services for Mariposa County Via the Health and Human Services Agency (HHSA) in an Amount Not to Exceed $200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **Planning 2022-73**

Appoint Jeffrey Jenkins to the Merced River Trail Community Working Group (CWG) with a Term to Expire February 28, 2025

CA15. **Planning RES-2022-364**

Increase the Amount of Extra Help Hours for a Planner I in the Planning Department to 1300

CA16. **Treasurer-Tax Collector-County Clerk RES-2022-365**

Approve an Agreement with Granicus in an Amount Not to Exceed $25,882.76 to Regulate Vacation Rentals and Enforce Collection of Transient Occupancy Taxes; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form)

E. Departmental Presentation

Dr. Eric Sergienko/County Health Officer, stated the County has been in status quo for COVID-19 cases noting this wave shows fewer hospitalizations. Dr. Sergienko noted that Federal Drug Administration (FDA) and the Center for Disease Control (CDC) has looked at the use of the COVID-19 vaccine for ages six months to 5 years of age; it was approved under Emergency Use Authorization. In response to a question from Supervisor Long, Dr. Sergienko confirmed that other countries, such as Africa, where many of the strains are originating, have a more challenging time getting the vaccines since they need to remain frozen.

Gill Perisol/CHP Commander noted that the Special Olympics Torch Run was successful. It raised $4,000 and was the first Torch Run in almost 28 years. Commander Perisol noted next year, they hope to make it an even more significant event.

Jacob Hawley/ Mariposa Visitors Center noted the number of visitors was up to an average of 54 a day. Mr. Hawley noted the Mariposa History Center is also seeing more visitors and the Escape Room bookings have doubled from the previous month. He also stated that May was low in sales but has significantly increased this month. Chair Smallcombe pointed out she had heard similar reports from contacts in Glacier National Park.

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Kari Kisela/Chamber of Commerce noted the Chamber is seeing an influx in calls due to the flooding disaster occurring in Yellowstone National Park. Ms. Kisela also noted that the Chamber dinner would be held on the upcoming Saturday, and tickets were still available at www.mariposachamber.org

F. Public Comment on Non-Agenda Items

No public comment.

Recess Board of Supervisors

9:22 AM Chair Smallcombe recessed the Board of Supervisors meeting and the Deputy Clerk of the Board read the Government Code Announcement.

G. COUNTY SERVICE AREA 1M (Don Pedro)

9:22 AM Chair Forsythe called the CSA 1M meeting to order.

Public Comment Period

No public comment.

CSA 1M Regular Agenda

1. **Public Works CSA1M-2022-4**

Approve a Request for Proposals (RFP) for County Service Area 1M (CSA 1M), Mariposa Pines Wastewater Treatment Facility; Authorize the Public Works and Transportation Director to Select the Consultant; and Authorize the Chair of CSA1M to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

Larry Harris/Deputy Director of Public Works gave the staff report. No public comment. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

Adjourn CSA 1M

9:31 AM Chair Forsythe adjourned the CSA 1M meeting.

H. LOCAL TRANSPORTATION COMMISSION

9:31 AM Chair Smallcombe called the meeting to order.

Public Comment Period

No public comment.

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LTC Regular Agenda

1. **Public Works LTC-2022-12**

Appoint Tina Gavette as the Social Service Provider for Seniors Representative to the Social Services Transportation Advisory Council (SSTAC) for a Three (3) Year Term Ending June 21, 2025

Jeannie Morvay-Clayton/Transportation Planning gave the staff report noting this will bring the committee count to four members. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

2. **Public Works LTC-2022-13**

Adopt a Resolution Allocating the Transportation Development Act (TDA) Funds for Fiscal Year 2021-2022; and Approve Budget Action Transferring Funds from the Local Transportation Budget to the Public Works Budget ($128,396)

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

3. **Public Works LTC-2022-14**

Adopt a Resolution Allocating the State Transit Assistance (STA) Funds for Fiscal Year 2021-2022

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

Adjourn LTC

9:36 AM Chair Smallcombe adjourned the meeting of the Local Transportation Commission.

Reconvene as Board of Supervisors

9:36 AM Chair Smallcombe reconvened the meeting of the Board of Supervisors.

Minutes Acceptance: Minutes of Jun 21, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

I. Regular Agenda Items

1. **Child Support Services RES-2022-366**

Approve Closure of the Child Support Services Office Lobby Every Monday through August 31, 2022 Due to Limited Staff

Sharon Wardale-Trejo/Director of Child Support Services gave the staff report noting this is for a specific time period as they go through recruitment. In regards to a question by Supervisor Long, Ms. Wardale-Trejo noted they will let the public know through Facebook and the County website. 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

2. **Probation RES-2022-367**

Approve the Addition of One (1) Full Time Deputy Probation Officer III Position Retroactive to July 1, 2021; and Approve Budget Action Reducing the SB 129 Revenue Fund and Increasing the Probation Budget ($140,000)
4/5ths Vote Required

Pete Judy/Chief Probation Officer gave the staff report and noted this is related to the recent MOU with the Court for Pre-trial services. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

3. **HHS/Behavioral Health & Recovery Services RES-2022-368**

Approve Submission of the "Mariposa County 2022/23 Mental Health Services Act (MHSA) Annual Plan Update" to the Department of Health Care Services (DHCS) and "Prevention Early Intervention (PEI) Report for Fiscal Years 2019 through 2021"; Authorize the Health and Human Services Agency Director to Sign the Certifications and Any Subsequent Amendments with DHCS with Regard to the MHSA Plan and PEI Report (Subject to Approval as to Legal Form by County Counsel); and Authorize the Health and Human Services Agency Director to Implement the Activities Within the "Mariposa County 2022/23 Mental Health Services Act (MHSA) Annual Plan Update" and "Prevention Early Intervention (PEI) Report for Fiscal Years 2019 through 2021" Upon DHCS Approval

Sheila Baker/Deputy Director of Behavioral Health and Laura Glenn/Administrative Analyst II gave a PowerPoint Presentation. No public comment. In regards to a question from Supervisor Forsythe, Ms. Glenn noted that the 1132 number could be a duplication of services, not that 1132

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students in our school system needed services. Chair Smallcombe asked if the Park Service Law Enforcement can be added for training as well as the addition of the Wawona School to the Suicide Prevention school list. Ms. Glenn noted they could be added.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

4. **HHS/Behavioral Health & Recovery Services** **RES-2022-369**

Approve Sub-Contractor Agreement with the California Department of Health Care Services for Crisis Care Mobile Units (CCMU) Program in the Amount Not to Exceed $500,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

Kristina Allen/Deputy Director of Public Health gave the staff report noting these funds will be used for hiring a psychiatric nurse and dedicated crisis care van to visit clients in the field. 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. **HHS/Public Health** **RES-2022-370**

Approve an Agreement with the Mariposa County Office of Education (COE) to Receive Telephone Consultation Support for Licensed Vocational Nurse (LVN); and Authorize the Board of Supervisors Chair to Sign the Agreement

Kristin Allen 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. **Public Works** **RES-2022-371**

Approve a Request for Proposals (RFP) for the Development of a Water Resources Feasibility Study Funded by Remaining MID Settlement Funds; and Authorize the Director of Public Works and Transportation to Solicit Proposals and Sign an Award (Subject to Approval as to Form by County Counsel)

Larry Harris gave the staff report noting this is an ongoing project that is specific to Lake McClure, Maxwell Creek, and Bean Creek. No public comment. Board discussion ensued.

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CORRECTIONS: packet pages 550 and 551, weblink will need to be inserted as well as a correction to the flow between the discussion on diversions and two water resources.

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

7. **Public Works** **RES-2022-372**

Approve a Memorandum of Understanding (MOU) with the Mariposa County Unified School District (MCUSD) for an Amount Not to Exceed $21,120 for a Term of June 13, 2022 to August 12, 2022 for Day Camp Registration Costs for MCUSD Students; and Authorize the Board of Supervisors Chair to Sign the MOU

Shannon Hansen/Public Works Director gave the staff report, thanking the School District for the Day Camp registration fees this summer. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

8. **Administration/Human Resources** **RES-2022-373**

Appoint Debra Willis as the County's Building Department Director, Effective June 14, 2022 at an Annual Salary of $132,806.10

Dallin Kimble/County Administrative Officer 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

9. **Administration/Human Resources** **RES-2022-374**

Appoint Danielle Bondshu as the Clerk of the Board, Effective July 1, 2022, at an Annual Salary of $86,304.78

Dallin Kimble gave the staff report. No public comment.

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RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

J. Items removed from Consent Agenda

1. **County Counsel RES-2022-402**

Approve a Five Year Lease Agreement with Homen Properties LLC for Office Space for the Grand Jury; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement

RESULT: WITHDRAWN AND RESCHEDULED Next: 7/12/2022 9:00 AM

K. Closed Session

10:35 AM Chair Smallcombe recessed the Board into Closed Session.

1. **Board of Supervisors (ID # 12822)**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: County Health Officer

No public comment.

RESULT: CLOSED SESSION HELD

2. **Administration/Human Resources (ID # 13056)**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Building Department Director

No public comment.

RESULT: CLOSED SESSION HELD

L. 2:00 PM Reconvene

2:01 PM Chair Smallcombe Reconvened the meeting .

1. **Administration (ID # 13100)**

PUBLIC HEARING to Consider the Final Budget for Fiscal Year 2022-2023 (Will be Continued from Day to Day, as Needed)

Leigh Westerlund/Assistant County Counsel gave the staff report and a PowerPoint Presentation noting there was a sizable gap between what we have and what was requested. $9.5 million was gapped is now a balanced budget. Board and staff discussion ensued on loans for the Solid Waste Facility.

During public comment Jonathan Farrington/Yosemite Mariposa Tourism Bureau Executive Director noted that the Tourism Bureau use to receive a percentage of Transient Tax Revenue, if the agreement was still in place, this year, they should have received $700,000 not the $50,000 that has been

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budgeted. Discussion ensued between Mr. Farrington and Supervisor Menetrey who questioned Mr. Farrington's comment regarding not being able to use TBID funds for marketing Mariposa. Supervisor Menetrey stated he disagreed based on research when TBID was put into place.

Barbara Cone/Mariposa Fire Safe Council thanked the Board for the addition of a contribution in the County's budget for the Fire Safe Council and noted educational outreach will be realized with County funding.

Jeremy Briese/Sheriff thanked the Board as well as the CAO's office for working together and having clear communication. He noted that the support will help keep the public safe and the criminal element out of Mariposa.

3:59 PM Chair Smallcombe recessed for a brief break and reconvened at 4:05 PM

Supervisor Long recommended a change to increase the TOT revenue 3/10th of a percent to allot the Tourism Bureau to receive $100,000 or $110,000 instead of $50,000. Mr. Kimble clarified after questions from Chair Smallcombe and Supervisor Forsythe that Supervisor Long's suggestion is to add a $60,000 increase to Tourism Bureau and $60,000 in projected revenue from TOT.

Supervisor Menetrey was not onboard with the suggestion as he believed Mr. Farrington was incorrect on not being able to use TBID money. Discussion ensued between Supervisors Menetrey and Long.

For clarification on the loans for Utility Plant Operations and the Solid Waste Facility, per the budget, it is assumed revenue will be found from a loan and they can continue operations as normal.

Three of the four Supervisors agreed to keep the budget as presented.

DIRECTION: Budget kept as presented and Administration will continue to look for loans for Utility Plant Operations and the Solid Waste Facility and will bring those back to the Board. Also, $1 million will be set aside in ARPA Funds for the Utility Plant operations, and has asked the Public Works to bring a timeline back for Prop. 218 processes for rate increases.

RESULT: DIRECTION GIVEN

M. Board Information

None.

Report Out

4:24 PM Chair Smallcombe reported that during both closed session items, information was received.

N. Adjournment

Minutes Acceptance: Minutes of Jun 21, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

4:25 PM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Danielle Bondshu
Deputy Clerk of the Board II
Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jun 21, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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 IV**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

June 28, 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

Danielle Bondshu/Deputy Clerk of the Board introduced Kylee Morrow who will be interning this summer in the Clerk of the Board's Office.

Kari Kisela/Mariposa Chamber of Commerce introduced her daughter Carissa.

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

No public comment. CA.2 was pulled for a separate vote at the request of Supervisor Long.

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

CA1. **Health and Human Services** **RES-2022-375**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

2. Item removed for a separate vote

Minutes Acceptance: Minutes of Jun 28, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA3. **Administration RES-2022-376**

Approve a Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Grand Jury Budget to Cover Unanticipated Expenses ($6,000) 4/5ths Vote Required

CA4. **Administration/Human Resources RES-2022-377**

Approve an Equity Adjustment of 2.85% for the Sheriff's Undersheriff Classification Effective January 1, 2022; and Authorize the Board of Supervisors Chair to Sign a Side Letter of Agreement with the Sheriff's Management Association (SMA) to Memorialize the Adjustment

CA5. **Board of Supervisors RES-2022-378**

Ratify Letter Expressing Concerns with Senate Bill (SB) 1338

CA6. **Fire RES-2022-379**

Approve Three Year Agreement with Engineered Fire Systems Inc. for Safety Plan Review Services in an Amount Not to Exceed $30,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Health and Human Services RES-2022-380**

Approve an Agreement with Alliance for Community Transformations to Operate the Mariposa Heritage House (Substance Use Disorder Recovery and Drop in Center) in an Amount Not to Exceed $109,861; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **HHS/Behavioral Health & Recovery Services RES-2022-381**

Approve an Agreement with Today is a New Day Recovery Home to Provide Residential Recovery Services for Substance Abuse Clients Referred by Mariposa County Health and Human Services Agency and Mariposa County Probation in an Amount Not to Exceed $135,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **HHS/Community Services 2022-74**

Accept the Resignation of Brenda Sweeney from the Mariposa County Commission on Aging, Effective Immediately

CA10. **HHS/Public Health RES-2022-382**

Approve a Memorandum of Understanding (MOU) with University of California-Merced for Student Placement in the Health and Human Services Agency's Tobacco Education Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **HHS/Public Health RES-2022-383**

Approve Budget Action Adjusting Appropriations Within the California Oral Health Program (COHP) to Cover the Costs of Increased Extra-Help Hours ($34,658)

CA12. **HHS/Social Services RES-2022-384**

Minutes Acceptance: Minutes of Jun 28, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve an Agreement in an Amount Not to Exceed $112,084 with Mariposa Safe Families to Provide an Array of Services with the Goal of Preventing and Decreasing Child Abuse; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **HHS/Social Services** **RES-2022-385**

Approve an Agreement with Alliance for Community Transformations to Operate the Connections Emergency Shelter in an Amount Not to Exceed $488,518, Less the Amount of Additional Grants Awarded to Contractor that Would Fulfill or Offset Services Outlined Within the Scope of Work of This Contract (If Received and Expended During the Term of This Agreement); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **Public Works** **RES-2022-386**

Approve Amended Budget Action Transferring Funds Within the Public Works Budget for Ferguson Fire Tree Work in the Yosemite West Maintenance District ($206,250)

CA15. **Public Works** **2022-75**

Re-Appoint Debbie Lester, Sandy Ziegenfuss, and Judy Huffman to the Catheys Valley Cemetery Ad Hoc Committee for a Three Year Term Expiring December 31, 2025

CA16. **Public Works** **RES-2022-387**

Declare the Labor Day Parade a County Sponsored Event; Provide a County Insurance Certificate to Caltrans; Approve the Application for a Cal Trans Encroachment Permit in Support of Closing Highway 140 from 11:00 AM to 12:30 PM, Between Highway 49 North and Highway 49 South, on Saturday, September 3, 2022; and Authorize the Board of Supervisors Chair to Sign the Letter Documenting the Board's Support and Approval

CA17. **Public Works** **RES-2022-388**

Approve First Amendment to the Agreement with BSK Associates for Material Testing Services on the Darrah Road Bridge Project Increasing Compensation by $51,804.62 for a New Amount Not to Exceed $77,500.00; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA18. **Sheriff's Office** **RES-2022-389**

Rescind Resolution 2022-217; Approve an Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways to Participate in Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2022-2023; Authorize the Board of Supervisors Chair to Sign the Agreement; and Authorize the Sheriff to Sign All Other Program Related Materials

E. Items removed from Consent Agenda

1. **Administration** **RES-2022-390**

Minutes Acceptance: Minutes of Jun 28, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Adopt a Resolution Adopting the 2022-23 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2022-23 (FY22) Budget

Supervisor Long asked for the item to be pulled as he does not support the new budget. He also suggests that the Board go back to the previous method where they go over the budget over a period of several says. Supervisor Forsythe noted he believed the Board did their due diligence.

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

F. Departmental Presentation

Dr. Eric Sergienko/County Health Officer gave a quick COVID-19 update noting this coming Thursday the CDC will re-evaluate. He reminded the Board there has been an increase in hospitalizations across the region noting three Mariposa residents being hospitalized outside the County.

Steven Ward/Cal Fire and Mariposa County Fire Chief reminded the listening public and the Board this is the last week for MPUD fire. Mariposa Fire will be taking over the Fire related responsibilities from MPUD. In response to a question from Supervisor Forsythe, Chief Ward noted the Fleet Manager will be assessing all the equipment transferred into the County's possession to evaluate and ensure safety. Chair Smallcombe asked if Chief Ward thought this transition would be seamless, to which Chief Ward noted the public should not notice.

Kari Kisela/Mariposa Chamber of Commerce gave an update regarding the Business Awards dinner which had over 100 in attendance. Ms. Kisela then noted all those honored at the dinner.

Dallin Kimble/County Administrative Officer announced the County Wide employee survey was live and encouraged all employees to respond. Mr. Kimble also announced if any businesses had gross revenue loss due to COVID-19, they are eligible for relief grants and to submit an application they could contact Tara Schiff at 209-966-3222. Mr. Kimble gave an update on the Library noting it is doing very well.

G. Public Comment on Non-Agenda Items

Kate Hall/Mariposa Pride noted she had initiated and coordinated the Pride celebration last year. Ms. Hall noted that as an individual who moved to Mariposa County in 2009, she feared being ridiculed for having parents who are gay, and her fears were realized. She loves living in the mountains and living in a community where everyone takes care of each other, however, LGBTQ individuals do not feel safe in this community even though many of them add beauty and value to this community. Ms. Hall's goal is to ensure LGBTQ individuals feel safe and supported, especially children as they are 48% more likely to be bullied. Last year, a transgender friend of Ms. Hall's committed suicide, she often wonders if he had more support maybe he would not have taken his own life. Ms. Hall had hoped to be accepting a proclamation that proclaimed June as “Pride Month”, she then invited the Board members to the “Sit in for Recognition” taking place on the Courthouse Lawn as the proclamation was never

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meant to divide our community.

Anonymous Community member noted that given it is pride month and that many LGBTQ individuals volunteer, are retirees, are children, and many just discovering their identity, children in specific, live in this community, she was extremely disappointed that the Board declined to proclaim June as “Pride Month”.

Recess Board of Supervisors

9:27 AM Chair Smallcombe recessed the Board meeting and the Deputy Clerk of the Board read the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

9:27 AM Chair Smallcombe called the meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Auditor (ID # 13116)**

Presentation and Discussion of Audited Financial Statements for Transit and Transportation Commission for Fiscal Year 2020-2021

Luis Mercado/Auditor gave a PowerPoint presentation. Apologized to the Public Works director for not giving a heads up and thank her for having her staff available. No public comment. Chair Smallcombe asked how long the County has been working with Smith and Newell, to which Mr. Mercado responded 10 years. Chair Smallcombe asked if the County has thought of going with a new auditor and Mr. Mercado responded, yes, that is currently being discussed. Kudos were given by Supervisor Long.

RESULT: INFORMATION RECEIVED

Adjourn LTC

9:44 AM Chair Smallcombe adjourned the Local Transportation Commission meeting.

Reconvene as Board of Supervisors

9:44 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Auditor (ID # 13115)**

Presentation and Discussion of the County's Audited Financial Statements for Fiscal Year 2020-2021

Luis Mercado gave a PowerPoint presentation. No public comment. Board

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discussion ensued.

RESULT: INFORMATION RECEIVED

2. **Health and Human Services RES-2022-391**

Add One Allocation of a Social Worker I/II in the Health and Human Services Agency (HHSA) Human Services Branch; and Eliminate One Social Worker III Allocation in the HHSA Human Services Branch

Joe Lynch/ Health and Human Services Agency Director gave the staff report. No public comment.

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

3. **HHS/Public Health RES-2022-392**

Approve a Memorandum of Understanding (MOU) Between the Mariposa County Health and Human Services Agency (HHSA) and Mariposa County Sheriff's Office (MCSO) to Delineate the Conditions for the Jail Based Program; and Authorize the Director of HHSA and the Sheriff to Sign the MOU

Joe Lynch gave the staff report noting this is based on the discussion regarding the John C. Fremont Healthcare District no longer providing these services. 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

4. **Sheriff's Office RES-2022-393**

Approve a Three Year Agreement with Keefe Commissary Network to Provide Commissary Services at the Mariposa Adult Detention Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement

Sean Land/Mariposa Sheriff's Department Captain gave the staff report. No public comment.

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

5. **Administration RES-2022-394**

Approve Full Reconveyance of Deed of Trust Associated with 4930 Princeton Way Upon Receipt of $16,279.00; and Authorize the Board of

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Supervisors Chair to Sign the Reconveyance (Subject to Approval as to Legal Form)

Dallin Kimble stated we have a number of old housing loans, this is from the early 90's and turned the floor to 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. **Administration** **(ID # 11289)**

Discussion and Direction of Possible Changes to Purchasing, Purchasing Card, and Travel and Expense Reimbursement Policies

Dallin Kimble gave the staff report and a PowerPoint Presentation. Public comment was received by Chief Ward who wanted language added that allowed for the purchase of food or logistical equipment during emergencies to support our volunteers. Chair Smallcombe noted there was language to support that request. Board discussion ensued.

DIRECTION: The Auditor and CAO are to look into what type of documentation would be needed if a receipt is lost and then the policy can be moved forward as presented.

RESULT: **DIRECTION GIVEN**

Recess

11:01 AM Chair Smallcombe recessed the Board for a brief recess and reconvened at 11:06 AM.

7. **Administration** **2022-ORD-1176**

Waive the Second Reading and Adopt an Ordinance Titled "Purchasing", Which Will Amend Title 3.08 of Mariposa County Ordinance Code Regarding County Purchasing Authority

Dallin Kimble gave a brief report. No public comment.

RESULT: **INTRODUCED [UNANIMOUS]** **Next: 7/12/2022 9:00 AM**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

8. **Administration/Human Resources** **RES-2022-395**

Appoint Dallin Kimble as Acting Director of the Mariposa County Library Effective June 7, 2022; and Approve a 10% Increase in Salary for the Term of This Appointment Effective July 7, 2022

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Dallin Kimble gave the staff report noting since the original discussion on June 7th, the County has spoked with the State Librarian, Mariposa County Unified School District, and Madera County. The State Librarian gave the approval for Mr. Kimble to be the Interim Librarian, the School gave some interest, and Madera gave the cost of $7,000 a month plus mileage for 15 hours a week for their Librarian to be the Interim. Supervisor Forsythe asked what the increase in Mr. Kimble's salary would be if he was made the Interim, Mr. Kimble noted it would be $1600 a month for the period of time that he was the Interim Librarian. 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

J. Closed Session

11:13 AM Chair Smallcombe recessed the Board into closed session.

1. **Board of Supervisors (ID # 12761)**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: County Administrative Officer

No public comment.

RESULT: CLOSED SESSION HELD

K. 2:00 PM Reconvene

1. **Planning RES-2022-396**

Approve Development Services Permitting Software Agreement with Tyler Technologies; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form)

Steve Engfer/Deputy Director Planning Department gave the staff report with a PowerPoint presentation who noted this software will replace the current H.T.E (also known as AS400) system which was implemented in 1980 and will not longer be supported.

The Board was presented with three cost options:
1) total cost - $918,586
2) Total with options - $1,060,487
3) Total with all options plus utility billing - $1,367,250

Mr. Engfer introduced Chuck from Tyler technologies EnerGov who gave a few slides on the software. No public comment. Board discussion ensued.

Supervisor Forsythe asked the staff from various departments to give their input on the software or what options to choose. Input was received by:

Russ Marks/ County Surveyor Public Works who noted the demonstration they received the product was intuitive and user friendly

Rachelle Zigenfuss/ Environmental Health noted as a user of modern technology,

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this software is more user friendly and can be a one stop shop for the County.

Debbie Willis/Building Director addressed option two especially implementation and noted these options are a safety net.

Ben Goger/Housing Development Specialist noted to the day to day user, this technology will streamline the process to those who want to develop or build.

Board discussion continued.

ACTION: The agreement was approved with cost option number two which was the cost of the software ($918,586) plus options which comes to a total of $1,060,487.

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

L. Board Information

Information received.

Report Out

3:21 PM Chair Smallcombe reported that information was received in closed session.

M. Adjournment

3:22 PM Chair Smallcombe adjourned the meeting in memory of Joyce Conway, Ray Foster, Fran Shell, Barbara Schouten, Charles Brous, and Patricia Gabel.

Respectfully submitted,

Danielle Bondshu
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jun 28, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Child Support Services ·

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Sharon Wardale-Trejo,

RE: Child Support Awareness Month - August 2021

RECOMMENDATION AND JUSTIFICATION:

Proclaim August 2022, as "Child Support Awareness Month."

August is "Child Support Awareness Month" in the State of California. Merced-Mariposa Regional Department of Child Support Services wants to use this opportunity to thank every adult who, despite the unknowns, the challenges, and the learning moments, continues to dedicate themselves to encouraging a child's growth, success and happiness; and, inform the public about the availability and benefits of child support services, which include programs and services that are low cost or free and available to any party to a child support order, regardless of participation in public assistance.

The child support program ensures both parents support their children by enforcing financial and medical support orders and collecting funds from the parent out of the home. The program is strongly committed to promoting the health and well-being of all children by encouraging both parents to provide emotional and financial support to their children and that the financial support is provided on a regular and timely basis. Families rely upon regular and consistent child support to be self-sufficient.

As a poverty prevention program, the child support program can help families achieve or maintain self-sufficiency. The child support program is open and here to continue to provide services in today's world, working with parents to enhance the well-being of their children.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has recognized Child Support Awareness Month for the past 21 years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to acknowledge the individuals who dedicate themselves for the well being of our communities children.

Agenda Item - No Resolution Requested 2022-79

ATTACHMENTS:
2022 - CSAM Proclamation (rev) (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
EXCUSED: Miles Menetrey

PROCLAMATION

"**Child Support Awareness Month – August 2022"**

WHEREAS, Children become healthy, productive, and well-adjusted adults through the support and nurturing of their families; and

WHEREAS, Mariposa County Child Support Program is strongly committed to promoting the health and well-being of all children by establishing parentage, ensuring parents pay child support on a regular and timely basis, and encouraging all parents to have a loving and supportive relationship with their children; and

WHEREAS, Mariposa County Child Support Program provides an opportunity for both parents to be a positive force in the lives of their children. In 2021, Mariposa County had a caseload of 639 child support cases and served over 632 children; and

WHEREAS, Mariposa County benefited last year from over $1.3 million dollars in child support collected with over $1.1 million going directly to the children and families we serve; and

WHEREAS, Child Support Awareness Month celebrates the nationally recognized poverty prevention program that focuses on working with both parents to provide better outcomes for their children; and

WHEREAS, Increasing public awareness of this issue through education and outreach will reinforce the importance for all parents to take responsibility for the financial, emotional, and physical support of their children; and

NOW, THEREFORE, Mariposa County Board of Supervisors, do hereby proclaim August, 2022 as "Child Support Awareness Month."

Attachment: 2022 - CSAM Proclamation (rev) (2022-79 : Child Support Awareness Month - August 2021)

MARIPOSA COUNTY

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

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in July of 2022.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the CAO has authorized.

ATTACHMENTS:
CAO approved agreements 8-16-22 (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
EXCUSED: Miles Menetrey

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for August 16, 2022

Contractor	Amount	Term	Service	Department
CDWG	$8,550	7-21-22 to 7-20-23	For Semantic Licenses	Admin - IT
ZorroSign	$14,000	7-17-22 to 7-16-23	For Support and License Renewal	Admin- IT
Oppenheimer Investigations	$25,000.00	6-1-22 to 12-31-22	Workplace Investigation	Admin - HR
Pioneer Market Pharmacy	$50,000	7-1-22 to 6-30-23	Pharmaceutical Services	HHSA
Preperatory Consulting	$13,500	6-1-22 to 6-30-22	Training	HHSA
MCUSD	$50,000	8-1-22 to 8-5-22	Use of School Facilities	HHSA
Michael B. Jones, PhD	$11,000	7-1-22 to 6-30-23	Counseling Service	HHSA
Mother Lode Job Training	$46,596	7-1-22 to 6-30-23	Youth Placement	HHSA
Yosemite Glass and Windo	$35,000	5-1-22 to 8-31-22	Supply and Install Glass	HHSA
Center for Effective Public Policy, Inc.	$18,200	6-1-22 to 12-31-22	Pretrial Services	Probation
Advanced IPM	$20,000	7-1-22 to 6-30-23	Pest Control	PW
Aqua Sierra Controls, Inc.	$25,000	7-1-22 to 6-30-23	Lift Station Mainenance	PW
Cascade Software Systems	$19,420	7-1-22 to 6-30-23	CAMS Software Maintenance	PW
Central Valley Toxicology	$50,000	9-1-22 to 8-31-23	Drug, Alcohol, and Toxicology Testing	SO
Modern Air	$50,000	7-1-22 to 6-30-23	Heating and Cooling Services	SO
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: CAO approved agreements 8-16-22 (2022-80 : CAO (Purchasing Agent) Signed Agreements)

MARIPOSA COUNTY

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

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in July of 2022.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

ATTACHMENTS:
Department Head approved agreements 8-16-22 (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
EXCUSED: Miles Menetrey

BOARD REPORT ON DEPARTMENT HEAD EXECUTED CONTRACTS

Board Agenda Item for August 16, 2022

Contractor	Amount	Term	Service	Department
KM Moving Services	$2,500	7-1-22 to 9-30-22	Moving Services	HHSA
Stevens Media Group (SMG)	$3,000	7-1-22 to 9-30-22	Advertisement (Radio)	HHSA
Palomar Plumbing	$2,500	2-1-22 to 6-30-22	Plumbing Servies	HHSA
Mountain Comforts	$5,000	7-1-22 to 9-30-22	Installation	HHSA
Recology	$5,000	7-1-22 to 12-31-22	Sanitation Services	HHSA
American Indian Education Consultants	$10,000	7-1-22 to 6-30-23	Counseling Services Reporting	HHSA
American Indian Education Consultants	$10,000	5-1-22 to 6-30-22	Counseling Services Reporting	HHSA
DBT Transportation Services	$6,695	7-1-22 to 6-30-23	AWOS Maintenance at the Airport	PW
El Dorado Septic Services, Inc.	$5,000	7-1-22 to 6-30-23	Septic Services for County Fire Stations	PW
Jerico Fire Protection, Inc.	$10,000	7-1-22 to 6-30-23	Fire Sprinkler Service at Various County Buildings	PW
Quinn Power Systems	$3,000	7-1-22 to 6-30-23	Generator Service at DA's Office	PW
Castech Pest Service	$10,000	7-1-22 to 6-30-23	Pest Control Services	SO
S & S Electric	$10,000	7-1-22 to 6-30-23	Electrical Services	SO
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: Department Head approved agreements 8-16-22 (2022-81 : Department Head Signed

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-469

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Legal Services Agreement with Wanger Jones Helsley, PC

RECOMMENDATION AND JUSTIFICATION:
Approve a Legal Services Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa and its Officials and Employees; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This Agreement retains the law firm of Wanger Jones Helsley PC to represent the County of Mariposa and its officials and employees in a legal action filed by Siewing Lin in Mariposa County Superior Court against the County of Mariposa Sheriff's Office. The complaint alleges Ms. Lin suffered personal injury and other damages in connection with the execution of a search warrant.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved legal services agreements with Wanger Jones Helsley PC in a number of other matters.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Other arrangements will need to be made to defend the County and its officials and employees in this matter.

FINANCIAL IMPACT:
The funding for this agreement will be paid from the County's Lability fund and there is currently sufficient money in this fund for this Legal Services Agreement.

ATTACHMENTS:
Wanger Jones Helsley Legal Svs Agreement-Lin (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
EXCUSED: Miles Menetrey

REF ID# 13226

WANGER JONES HELSLEY PC
ATTORNEYS

OLIVER W. WANGER
TIMOTHY JONES*
MICHAEL S. HELSLEY
RILEY C. WALTER
PATRICK D. TOOLE
SCOTT D. LAIRD
JOHN P. KINSEY
KURT F. VOTE
TROY T. EWELL
JAY A. CHRISTOFFERSON
MARISA L. BALCH
AMANDA G. HEBESHA**
PETER M. JONES†
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DEBORAH K. BOYETT
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STEPHANIE M. HOSMAN
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** Also admitted in Idaho
*** Also admitted in Virginia
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† Of Counsel

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WJH

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Suite 100
Clovis, California 93612

OFFICE ADMINISTRATOR
LYNN M. HOFFMAN

Writer's E-Mail Address:
@wjhattorneys.com

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www.wjhattorneys.com

July 22, 2022

VIA UNITED STATES MAIL

Steven W. Dahlem, Esq.
Mariposa County Counsel
5100 Bullion St.
P. O. Box 189
Mariposa, CA 95338

Re: Fee Agreement
Siewing Lin v. Mariposa Sheriff's Department

Dear Mr. Dahlem:

Thank you for asking our firm to represent the County of Mariposa and the County of Mariposa Sheriff's Department in connection with the Siewing Lin v. County of Mariposa Sheriff's Department matter. Consistent with our ethical and professional responsibilities, this letter will confirm the terms of this representation.

The value of our services is based upon actual time spent by the attorneys and legal assistants working on your representation. We charge for our time in minimum units of one-

Attachment: Wanger Jones Helsley Legal Svs Agreement-Lin (RES-2022-469 : Legal Services Agreement with Wanger Jones Helsley, PC)

tenth of an hour. All attorneys of the firm are assigned hourly rates. At present, the attorneys' rates range from $180 to $595 per hour. My hourly fee for this representation will be $495. The hourly rate for law clerks and paralegals is presently $140 to $180 per hour. We reserve the right to increase this hourly rate at any time during the course of our representation upon written notice.

We attempt to serve our clients with the most effective support systems available while at the same time allocating the costs of these systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for legal services, we also charge separately for certain cost and expense disbursements as described in the attached schedule. Large disbursement billings may be forwarded to you for direct payment.

Any estimates of anticipated fees which we provide, whether for budgeting purposes or otherwise, are necessarily only an approximation of potential fees. Actual fees are determined in accordance with the policies outlined above and are often the result of factors beyond our control, e.g., the actions of adverse parties or their attorneys.

Our representation is a matter of mutual consent. Accordingly, you may discharge us at any time and we may withdraw from this representation with your consent or for good cause. Good cause includes breach of the terms of this agreement (including failure to pay all billing statements when due), your refusal to cooperate with us or to follow our advice on a material matter, or any other fact or circumstance which would render our continuing representation impractical, unlawful or unethical.

When our services conclude for whatever reason, all unpaid charges will become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you along with any of your property or any balance of your funds in our possession.

We bill monthly. We expect payment within thirty (30) days of receipt of our billing. Outstanding bills not paid within sixty (60) days may be charged monthly interest at the rate of 8 percent per annum or .667% per month.

Attachment: Wanger Jones Helsley Legal Svs Agreement-Lin (RES-2022-469 : Legal Services Agreement with Wanger Jones Helsley, PC)

While I will be the attorney primarily responsible for your representation, I may, if I believe it necessary, have other attorneys or paralegals participate in representing your interests. Although we represent our clients within the bounds of ethics and the law, we cannot guarantee the successful conclusion of any legal matter or the favorable outcome of any legal action.

We maintain errors and omissions insurance which is in excess of the limits which are required by the State Bar for matters of this type.

If you agree to the terms of this letter, please date and sign one of the duplicate originals of this letter and return it to us in the enclosed self-addressed, stamped envelope. For your convenience, we have enclosed a copy for your files.

Thank you for giving us this opportunity to be of service. Please feel free to call at any time if you have questions or concerns.

Sincerely,

WANGER JONES HELSLEY PC

Oliver W. Wanger

OWW/dlp
Enclosures

Attachment: Wanger Jones Helsley Legal Svs Agreement-Lin (RES-2022-469 : Legal Services Agreement with Wanger Jones Helsley, PC)

The County of Mariposa agrees to the terms set forth in this letter.

Dated: _____

County of Mariposa

By: _____
Rosemarie Smallcombe
Chair of the Board of Supervisors

Approved as to form:

_____
Steven W. Dahlem
County Counsel

Attachment: Wanger Jones Helsley Legal Svs Agreement-Lin (RES-2022-469 : Legal Services Agreement with Wanger Jones Helsley, PC)

WANGER JONES HELSLEY PC
SERVICE CHARGES

Client delivery; errands; special court runs	Actual Cost/minimum charge of $10.00 for delivery
Mileage	62.5¢ per mile (or current IRS rate whichever is greater)
Photocopies	$.15 per page
Postage	Actual Cost
Telephone	Actual Cost
LEXIS NEXIS	Actual Cost

Please Note: Delinquent accounts may be assessed monthly interest at the rate of 8 percent (8%) per annum.

Attachment: Wanger Jones Helsley Legal Svs Agreement-Lin (RES-2022-469 : Legal Services Agreement with Wanger Jones Helsley, PC)

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2022-470

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Agreement with Jorgenson

RECOMMENDATION AND JUSTIFICATION:

Approve a Three-Year Agreement with Jorgenson Company for Fire Extinguisher Services in an amount not to exceed $30,000; and Authorize the Board of Supervisors Chair to sign the agreement.

The contract is for three years of annual maintenance and recharge of the county's fire extinguishers as well as the servicing the air bottles and performing hydro-static testing of the air cylinders.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County has had agreements with Jorgenson Company in the past. Many done through the Department Head or County Administrative Officer process.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Deny the agreement and the County fire extinguishers will go un-maintained.

FINANCIAL IMPACT:
No financial impact.

ATTACHMENTS:
Jorgensen Agreement 7-27-22 (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
EXCUSED: Miles Menetrey

REF ID# 13256

AGREEMENT FOR SERVICE OF AIR CYLINDERS AND FIRE EXTINGUI

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Jorgensen Company ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on July 27, 2022 through and including July 26, 2025. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The fire chief or his/her designee is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform annual maintenance of fire extinguishers and perform service to air cylinders including testing and repairs as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $30,000 for the initial three (3) year term of the Agreement, and $10,000 for each one (1) year extension period 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.

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: Jorgensen Agreement 7-27-22 (RES-2022-470 : Agreement with Jorgenson)

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 $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

Attachment: Jorgensen Agreement 7-27-22 (RES-2022-470 : Agreement with Jorgenson)

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all 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.

Attachment: Jorgensen Agreement 7-27-22 (RES-2022-470 : Agreement with Jorgenson)

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

Attachment: Jorgensen Agreement 7-27-22 (RES-2022-470 : Agreement with Jorgenson)

CONTRACTOR:
Jorgensen Company
1429 Motel Dr. Suite A
Merced, CA 95341

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

Attachment: Jorgensen Agreement 7-27-22 (RES-2022-470 : Agreement with Jorgenson)

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

Attachment: Jorgensen Agreement 7-27-22 (RES-2022-470 : Agreement with Jorgenson)

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so

Attachment: Jorgensen Agreement 7-27-22 (RES-2022-470 : Agreement with Jorgenson)

with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	William Volz, Area Manager

Attachment: Jorgensen Agreement 7-27-22 (RES-2022-470 : Agreement with Jorgenson)

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Jorgensen Agreement 7-27-22 (RES-2022-470 : Agreement with Jorgenson)

Exhibit A
SCOPE OF WORK

Annual maintenance of fire extinguishers to include recharges as needed.

Service air bottles performing hydro-static testing of air cylinders and repairs as needed.

Attachment: Jorgensen Agreement 7-27-22 (RES-2022-470 : Agreement with Jorgenson)

Exhibit B
COST PROPOSAL

Fire Extinguisher Hydro Test	$15.00 per unit
Fire Extinguish Annual Maintenance	$8.50 per unit
SCBA Hydro	$20.00 per unit
Fire Extinguisher Six Year Service	$8.50 per unit
SCBA (Self-Contained Breathing Apparatus) Hydro	$20.00 per unit

Trip Charge (for stations) includes 3 annuals $50.00

Attachment: Jorgensen Agreement 7-27-22 (RES-2022-470 : Agreement with Jorgenson)

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Area 12 Agency on Aging Advisory Council Appointment

RECOMMENDATION AND JUSTIFICATION:

Appoint Christine Kleiman-Moore to the Area 12 Agency on Aging Advisory Council (Category A) with a Term Expiring August 16, 2026.

Ms. Kleiman-Moore has been on the Commission on Aging since November 16, 2021 and is currently a HICAP counselor. Ms. Kleiman-Moore expressed interest in joining the Area 12 Agency on Aging Advisory Council and submitted an application for appointment on June 9, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously accepted the appointments of past council members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Lack of approval for the appointment would create an additional vacancy on the council roster.

ATTACHMENTS:
Christine Kleiman-Moore Application - Redacted (PDF)
Kleiman-Moore Letter of Recom (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
EXCUSED: Miles Menetrey

Committee Application

#659

Jason Allen

Category: Forms
Priority: 3
Assigned To: Unassigned
Submitted: 6/9/2022 9:54 AM
Source: Website 76.9.65.240

SUBMITTER

[redacted]

CONTACT

[redacted]

REQUEST DETAILS

,

Description

Name of Board, Commission or Committee for which you are applying
Area Agency on Aging PSA 12 Advisory Board

First Name
Christine

Last Name
Kleiman-Moore

Supervisorial District in which you Reside
3

Length of your Residency in the county
35 years

Mailing Address
[redacted]

Email Address:
[redacted]

Preferred Contact Method
Cell Phone

Are you Over 18 Years of Age
Yes

Employment Status
Retired

Employer's Name

Employer's Address

Day Telephone Number
[redacted]

Cell Phone Number
[redacted]

Please explain why you wish to serve on this Board/Commission/Committee
I am a HICAP counselor and a member of the Commission on Aging I feel that the A12AA Advisory Council fits right in.

Attachment: Christine Kleiman-Moore Application - Redacted (2022-82 : Area 12 Agency on Aging Advisory Council Appointment)

since retirement I am interested in volunteering with seniors.

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

Commission on Aging.

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

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

No

If Yes, please explain

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

I';m pretty available and have no real obligations.

Do you have transportation?

Yes

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

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)

I agree

Attachment: Christine Kleiman-Moore Application - Redacted (2022-82 : Area 12 Agency on Aging Advisory Council Appointment)

Area 12 Agency on Aging

A Joint Powers Agency serving the counties of
Alpine · Amador · Calaveras · Mariposa · Tuolumne

Your Senior Resource Connection

DIRECT SERVICES

Chore
Family Caregiver Support Program
Health Insurance Counseling & Advocacy Program (HICAP)
Health Promotion/ Group Exercise
Homemaker
Information & Assistance
Multipurpose Senior Services Program (MSSP)
Nutrition Education
Personal Care
Residential Repairs & Modifications

CONTRACTED SERVICES

Elder Abuse Prevention
Legal Assistance
Ombudsman
Senior Meal Program Congregate/ Home Delivered
Transportation

July 22, 2022

Mariposa County Board of Supervisors
Tracy Gauthier, BOS Clerk
P.O. Box 784
Mariposa, CA 95338

Dear Tracy,

The Area 12 Agency on Aging (A12AA) Advisory Council Membership & Recruitment Committee members have determined that Christine Kleiman-Moore meets all established criteria for Advisory Council membership.

We respectfully submit this letter with Ms. Kleiman-Moore's Advisory Council Membership-Supplemental Application as well as her Mariposa County Application for review by the Mariposa County Board of Supervisors, and recommend she be appointed to the A12AA Advisory Council.

Sincerely,

Kristin Millhoff

Kristin Millhoff, A12AA Executive Director, on behalf of
Ruth Perrine, Membership & Recruitment Chair
A12AA Advisory Council

Attachment: Kleiman-Moore Letter of Recom (2022-82 : Area 12 Agency on Aging Advisory Council Appointment)

Area 12 Agency on Aging
Your Senior Resource Connection

JUN 13 2022

Area 12 Agency on Aging
19074 Standard Rd., Suite A
Sonora, CA 95370
(209) 532-6272

Advisory Council Membership - Supplemental Application

Name: Christine Kleiman-Moore

Mailing Address: 4957 School House Rd Cathays Valley 953

Contact phone #: 209-347-6740

E-mail address: Chrmoo@hotmail.com

1. What is your experience working with the 60+ adult population?
I don't have a lot of experience. I'm just getting started

2. What do you think is the greatest challenge facing older adults in your community?
Knowing what resources are available and how to access those resources.

3. What is your past leadership experience?
I had supervisor positions while working and have been involved in PTA & FFA Committees

4. Please tell us what you know about the Area 12 Agency on Aging.
They help Seniors find help in many areas and can give direction on things like Medicare and other services

5. What experiences have you had with Area 12 Agency on Aging?
I'm a HICAP Counselor.

Attachment: Kleiman-Moore Letter of Recom (2022-82 : Area 12 Agency on Aging Advisory Council Appointment)

6. Why do you want to participate on the Area 12 Advisory Council?
Since retiring I've been wanting to get involved by volunteering - Senior Options are falling into my lap - I feel it is the direction I need to go

7. What do you feel you can contribute to the Area 12 Advisory Council?
I'm a helper & problem solver - I listen and try to get answers, & research to see if I can solve can be resolved,

8. Working collaboratively with fellow members is essential for the success of the Area 12 Advisory Council. Do you feel you can work thoughtfully in a committee/group situation? Do you have experience working with a committee/group?
Yes. I've been involved while my son & grandkids were in school, with PTA, FFA, Reading Singing, While working I was involved in "teams" in different areas - I also created a detailed exit map of the facility

9. Are you able to assist the committee in activities/tasks outside the of scheduled committee meetings, such as: attending meetings on behalf of the Area 12 Advisory Council, participating in conference calls on behalf of the Council?
Yes, With adequate training or information I can do anything

10. Do you have a computer? yes (Yes) No

11. Do you use: E-mail ✓ (Yes) No
Microsoft Word ✓ (Yes) No
Desktop Publishing Yes (No)

12. If appointed, which one of our Standing Committees would you be interested in serving on? Please rank them in the order of importance. (See Attachment 1)

1. Nutrition } equally important
2. Public information
3. Legislative -
4. Housing & transportation
5. Membership
& Finance - I'm not a Finance Person

13. Have you attended a meeting of the Area12 Advisory Council? (Yes) No
If so, when and where? Zoom

Applicant's Signature

6/9/22
Date

Please submit this application to Area 12 Agency on Aging

X:AdvisoryCouncil/Committees/Membership

Attachment: Kleiman-Moore Letter of Recom (2022-82 : Area 12 Agency on Aging Advisory Council Appointment)

Attachment: Kleiman-Moore Letter of Recom (2022-82 : Area 12 Agency on Aging Advisory Council Appointment)

Gmail

Janet Mumford <jmumford@area12.org

w: Request Confirmation FYI

sage

hriss Moore <chrmoo@hotmail.com> Thu, Jun 9, 2022 at 6:
o: Janet Mumford <jmumford@area12.org>

Hi Janet, I received this confirmation from the county.

From: Mariposa County Administration <do_not_reply@civicplus.com>
Sent: Thursday, June 9, 2022 9:54 AM
To: chrmoo@hotmail.com <chrmoo@hotmail.com>
Subject: Request Confirmation

Thank you for your request!

Here is what we have on file:

Committee Application #659

Category:	Forms
Priority:	3
Assigned To:	Unassigned
Submitted:	6/9/2022 9:54 AM
Source:	Website 76.9.65.240

SUBMITTER

4957 School House Rd

CONTACT

chrmoo@hotmail.com

REQUEST DETAILS

Description

Name of Board, Commission or Committee for which you are applying
Area Agency on Aging PSA 12 Advisory Board
First Name
Christine
Last Name
Kleiman-Moore
Supervisorial District in which you Reside
3
Length of your Residency in the county
35 years
Mailing Address
4957 School House Rd
Email Address:
chrmoo@hotmail.com
Preferred Contact Method
Cell Phone
Are you Over 18 Years of Age
Yes
Employment Status
Retired

Attachment: Kleiman-Moore Letter of Recom (2022-82 : Area 12 Agency on Aging Advisory Council Appointment)

Employer's Address

Day Telephone Number

2093476740

Cell Phone Number

2093476740

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

I am a HICAP counselor and a member of the Commission on Aging I feel that the A12AA Advisory Council fits right in. since retirement I am interested in volunteering with seniors.

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

Commission on Aging.

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

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

No

If Yes, please explain

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

I';m pretty available and have no real obligations.

Do you have transportation?

Yes

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

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)

I agree

Attachment: Kleiman-Moore Letter of Recom (2022-82 : Area 12 Agency on Aging Advisory Council Appointment)

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-471

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Amendment to the California Department of Public Health Cal-Fresh Healthy Living Grant

---

RECOMMENDATION AND JUSTIFICATION:
Approve Amendment to the California Department of Public Health (CDPH) Cal-Fresh Healthy Living Grant Agreement Number 19-10374, A01 Increasing the Grant Funding by $150,000 and Extending the Term of This Agreement by One Year through September 30, 2023; and Authorize the Health and Human Services Agency Director to Sign the Amendment.

The Purpose of this Amendment is to Increase the Total Amount of Grant Funding by $150,000 and Not to Exceed amount to $600,000; and to Amend the Grant Term for an additional year through September 30, 2023 to allow the Grantee to continue performing the same services for another year. Prior to this amendment the current Grant was expected to expire September 30, 2022. The original amount of this grant was $150,000 per year for a three-year period for a Total Not to Exceed amount of $450,000. The new amended amount for an additional year will be $600,00.

This program provides nutrition education and obesity prevention activities and interventions for low-income residents of Mariposa County. The focus of Cal-Fresh Healthy Living is to promote health wellness to help the eligible target audience establish healthy eating habits and a physically active lifestyle, reduce food insecurity, and for primary prevention of nutrition-related chronic diseases.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved the existing agreement on July 23, 2019 by Resolution No. 2017-424. On June 21, 2016 the Board of Supervisors approved the previous agreement by Resolution No. 2016-310.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
There is no impact to the County General Fund. This Program is 100% grant funded. Grant amount shall not exceed $600,000 for the term ending 9/30/2023. The appropriate grant revenue and appropriations have been

included in the Requested Budget for Fiscal Year 2022-2023 in the Health Division budget 3470-401

ATTACHMENTS:
Cal FRESH Contract Amendment #19-10374-01 (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
EXCUSED: Miles Menetrey

Without Amending this Agreement, the Public Health Division will be unable to receive Cal-Fresh CDPH funding to improve access and choices for affordable healthy food and physical activity for low-income children and adults in Mariposa County.

Attachment: Cal FRESH Contract Amendment #19-10374-01 (RES-2022-471 : Approve Amendment to the California Department of Public Health

NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM-EDUCATION

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Mariposa,

hereinafter "Grantee"

Implementing the "CalFresh Healthy Living Program," hereinafter "Project"

AMENDED GRANT AGREEMENT NUMBER 19-10374, A01

The Department amends this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code (HSC), Section 131085(a)(b).

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to extend the term for one year with additional funding to allow the Grantee to continue performing more of the same services as identified in the Exhibit A.

Amendments are shown as: Text additions are shown as bold and underline. Text deletions are shown as strike-through text.

AMENDED GRANT AMOUNT: this amendment is to increase the grant by **$150,000.00**. The maximum amount payable under this Grant Agreement shall not exceed ~~$450,000.00~~ **$600,000.00.**

AMENDED TERM OF GRANT: The term of this Grant shall be amended to begin October 1, 2019 and terminates on September 30, 2023. No funds may be requested or invoiced for work performed or costs incurred after September 30, 2023.

Exhibit B: Exhibit B, Budget Detail and Payment Provisions, is hereby replaced in its entirety with Exhibit B, Budget Detail and Payment Provisions, **A01**.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health Contract Manager	**Grantee: County of Mariposa**
Name: Jorge G. Leal	Name: Vanessa Cummings, Public Health Educator
Address:1616 Capitol Avenue	Address: PO Box 5 / Public Health Branch
Sacramento, CA 95814	Mariposa CA 95338
Phone: 916-322-8888	Phone: 209-966-6697
Fax: N/A	Fax: N/A
E-mail: jorge.leal@cdph.ca.gov	E-mail: vcummings@mariposacounty.org

Direct all inquiries to:

California Department of Public Health, Project Officer	**Grantee: County of Mariposa**
Attention: Erika Elespuru	Name: Vanessa Cummings, Public Health Educator
Address: 1616 Capitol Avenue	Address: PO Box 5 / Public Health Branch
Sacramento, CA 95814	Mariposa CA 95338
Phone: 916-449-5307	Phone: 209-966-6697
Fax: N/A	Fax: N/A
E-mail: Erika.elespuru@cdph.ca.gov	E-mail: vcummings@mariposacounty.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Mariposa
Attention: Diane Robarge, Administrative Analyst
Address: PO Box 5
Mariposa CA 95338
Phone: 209-966-3689
Fax: N/A
E-mail: drobarge@mariposacounty.org

Attachment: Cal FRESH Contract Amendment #19-10374-01 (RES-2022-471 : Approve Amendment to the California Department of Public Health

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the exciting Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approval modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

All other terms and conditions of this Grant shall remain the same.

Attachment: Cal FRESH Contract Amendment #19-10374-01 (RES-2022-471 : Approve Amendment to the California Department of Public Health

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: 8/3/22

Joe Lynch
Director
Mariposa County Health & Human Services Agency
5362 Lemee Lane
Mariposa CA 95338

Date:

Jeannie Galarpe, Chief
Contracts Management Unit, PSB
California Department of Public Health
1616 Capitol Avenue, Suite 74.262,
MS 1800-1804
P.O. Box 997377
Sacramento, CA 95899-7377

Attachment: Cal FRESH Contract Amendment #19-10374-01 (RES-2022-471 : Approve Amendment to the California Department of Public Health

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-472

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve an Agreement with Airborrn Aviation for Airport Operation Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve a three-year agreement with Airborrn Aviation Services to operate the Mariposa-Yosemite Airport; and authorize the Board of Supervisors Chair to sign the agreement.

Basic terms of agreement are as follows:

AAS will pay county for leased premises defined as a portion of the terminal building, three hangars, and the use of three aircraft tie downs. AAS will pay county rent for the use of the Airport residence in the sum of $1,000.00 per month in year one, $1,100.00 per month in year two, and $1,200.00 per month in year three. AAS will also pay a per-gallon flowage fee for the operation of the County owned aviation fuel system. AAS will assume the administration of the hangar leases and will be entitled to retain a portion of the revenue collected, with the remainder flowing to the Airport Budget for use by the County for various airport operating expenses. The County will pay AAS to serve as Operator, a role which includes maintaining an "attended" status at the airport terminal, conducting maintenance and inspection activities, and representing the airport with customers and potential airport partners.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Airborrn Aviation Services (AAS) has been actively involved at the Mariposa-Yosemite Airport since October 2015, when the County and AAS first entered into an agreement that provided a positive mutual benefit. Staff, the Airport Advisory Committee, and the aviation public feel the presence of AAS at the airport has been a positive and significant step forward towards a vibrant airport resulting in an increasingly valuable asset to Mariposa County.

On December 21, 2021 Resolution 2021-683 a Fourth Amendment was approved by the Board to extend the term of the agreement to June 30, 2022.

On May 18, 2021 Resolution 2021-683 a Third Amendment was approved to extend the term of the Agreement to December 31, 2021.

On January 12, 2021 Resolution 2021-26 a Second Amendment was approved to extend the term of the Agreement to June 30, 2021.

On July 7, 2020 Resolution 2020-379 a First Amendment was approved to extend the term of the Agreement to December 31, 2020.

On February 28, 2017 Resolution 2017-106 the Board approved and agreement with Airborrn Aviation as the Airport Operator.

On October 6, 2015 the Board approved an Airport Manager Agreement with Airborrn Aviation Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, there will be no agreement in place.

FINANCIAL IMPACT:
No Impact to GF

ATTACHMENTS:

Airport Operator Agreement New 2022	**(DOCX)**
Airbornn Aviation Agreement	**(PDF)**
Airborrn Aviation 1st amd	**(PDF)**
Airborrn Aviation 2nd amd	**(PDF)**
Airborrn Aviation 3rd amd	**(PDF)**
Airborrne Aviation 4th Amd	**(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
EXCUSED: Miles Menetrey

Attachment: Airport Operator Agreement New 2022 (RES-2022-472 : Approve an Agreement with Airborrn Aviation for Airport Operation

AIRPORT OPERATOR AGREEMENT AND LEASE

This **AIRPORT OPERATOR AGREEMENT AND LEASE** (hereinafter called "this Agreement") is made and entered into in the County of Mariposa, State of California, as of July 1, 2022, by and between the **COUNTY OF MARIPOSA** (hereinafter called "**COUNTY")** and **AIRBORRN AVIATION SERVICES** (hereinafter called "**OPERATOR")**.

WITNESSETH

WHEREAS, pursuant to the provisions of Section 26020 et seq. of the Government Code of the State of California, **COUNTY** owns and operates an airport in the County of Mariposa, State of California, commonly known as the Mariposa/Yosemite Airport (hereinafter called "Airport"); and

WHEREAS, **OPERATOR** is willing and desires to operate at the Airport and provide certain commercial services pursuant to the terms herein; and

WHEREAS, the parties wish to provide for the leasing of property by **COUNTY** to **OPERATOR** at the Airport for the purpose of providing certain commercial services and airport operations and supervision functions;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. LEASED PREMISES: For and in consideration of the mutual covenants contained herein, **COUNTY** hereby grants to **OPERATOR** the exclusive right to occupy certain property located at the Airport as follows: the portion of the terminal building enclosed by the business counter (approximately 300 square feet), the Airport fuel system, hangars #39 and #50, the use of aircraft tie-downs #33, #41, and #47, and the Airport residence, hereinafter described as the **LEASED PREMISES**, subject to **COUNTY'S** right of entry for inspection and similar purposes.

2. TERM: This Agreement shall commence on the 1st day of July 2022 and shall terminate on the 30th day of June 2025. This Agreement shall be renewable thereafter as mutually agreed by the **COUNTY** and **OPERATOR**.

3. OPERATOR RESPONSIBILITIES: OPERATOR will be responsible for operating the Airport for the use and benefit of the public, and for providing certain commercial services, subject to **COUNTY'S** authority as owner of the Airport and further subject to **COUNTY'S** obligations

pursuant to federal and state law and contractual commitments to the federal government as more particularly described in Section 6 of this Agreement. **OPERATOR'S** specific obligations shall include the following:

a) **OPERATOR** will designate an individual to serve as Operations Manager, who shall have primary responsibility for the airport management functions enumerated in this agreement. **OPERATOR** shall promptly notify **COUNTY** of any change in the designated Operations Manager. The Operations Manager shall be stationed at the Airport throughout the term of this Agreement. The term "Airport Manager" is reserved for use by **COUNTY**, specifically to describe role of the Director of Public Works and Transportation, or his/her designee, in relationships with other local, state, and federal agency stakeholders.

b) **OPERATOR** shall pay **COUNTY** rent in the sum of one thousand dollars ($1,000.00) per month for use of that portion of the **LEASED PREMISES** defined as the portion of the terminal building enclosed by the business counter (approximately 300 square feet), the Airport fuel system, hangars #39 and #50, and the use of aircraft tie-downs #33, #41, and #47. Effective July 1, 2023 and each succeeding July 1st during the term of this Agreement, **OPERATOR** agrees to an increase of the monthly rent based on the cumulative December to December increase for the period in the Consumer Price Index (CPI), All Urban Customers, West Index, with a ceiling of 2% per year. Cost for utilities including electrical service, water, wireless internet, alarm system, and propane are considered to be included in rent and will be paid by **COUNTY**. Should such costs be determined by the Airport Manager / Director of Public Works and Transportation to become excessive, rent shall be adjust based on historical rates by further amendment to this Agreement. Phone service and any other utilities shall be the responsibility of **OPERATOR**, who shall operate at least one publicly published number for the Airport and monitor said line.

c) **OPERATOR** is authorized non-exclusive usage of the remaining portion of the terminal building to include the common areas and restroom. Usage may include placement of bookcases, display cases, offering of coffee and refreshments (for free or for sale), hosting of aviation seminars, meetings of aviation and community groups, and other similar activities as would be typical usage of a terminal building common space, with final authority on appropriate use being the Airport Manager / Director of Public Works and Transportation. **COUNTY**

Attachment: Airport Operator Agreement New 2022 (RES-2022-472 : Approve an Agreement with Airborrn Aviation for Airport Operation

reserves right to engage in short or long term agreements with other parties for use of the terminal building, excluding the **LEASED PREMISES**.

d) **OPERATOR** shall also pay **COUNTY** rent for the use of that portion of the **LEASED** PREMISES defines as the Airport residence in the sum of one thousand dollars ($1,000.00) per month in year one (1), one thousand one hundred dollars ($1,100.00) per month in year two (2), and one thousand two hundred dollars ($1,200.00) per month in year three (3)**.** Rent is due and payable on the first day of each calendar month and delinquent on the 10th day of the month. Cost of all utilities associated with the airport residence will be paid by **OPERATOR.**

e) **OPERATOR** may use the residence included in the **LEASED PREMISES** as a pilot resting facility, as short-term flight crew quarters for temporary use, as living quarters for the designated Operations Manager or another employee assigned as part of his/her official duties, or for any other purpose pre-approved by the Director of Public Works and Transportation. It is the responsibility of **OPERATOR** to comply with potential requirements for Transient Occupancy Tax permits and inspections associated with any use of the residence.

f) **OPERATOR** shall perform operational activities at the Airport on behalf of **COUNTY** which will include: staffing of the terminal building to maintain "attended" status, daily runway inspections, inspection of airfield and runway lighting systems to include bulb replacement, performance of maintenance and janitorial work in the Terminal Building, serving as initial point-of-contact for airport customers and public relations including fielding calls, complaints, contacts by potential operators, maintaining a presence and expanding exposure of the Airport in online, social media, and local media. **OPERATOR** shall staff the terminal building from 10 AM to 4 PM, Monday through Friday, with the exception of the following holidays: New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. Exceptions to this provision shall be approved in advance by the Director of Public Works and Transportation. This provision does not preclude additional operating hours and days at the discretion of **OPERATOR**. **COUNTY** shall pay **OPERATOR** two thousand five hundred dollars ($2,500.00) per month for this function. For purposes of this Agreement, maintenance is defined as those distinct activities and repairs that can be accomplished for less than two hundred fifty dollars ($250.00) total value of time

Attachment: Airport Operator Agreement New 2022 (RES-2022-472 : Approve an Agreement with Airborrn Aviation for Airport Operation

and materials, as estimated by **COUNTY**. Any distinct activity exceeding this amount may be accomplished by **OPERATOR** with approval from the Director of Public Works and Transportation and will be paid by separate purchase order. **COUNTY** reserves the right to have such activity performed by a vendor of **COUNTY's** choosing.

g) **OPERATOR** will operate and maintain the fuel system at the Airport on behalf of **COUNTY**, including testing, maintenance, ordering of fuel, and setting fuel prices, and shall pay a flowage fee of $0.18 per gallon to **COUNTY** on a quarterly basis for all fuel dispensed. This fee will increase at a rate of $0.01 per gallon on an annual basis with the first increase occurring July 1, 2023. **OPERATOR** will not be exclusively entitled to purchase discounted fuel for **OPERATOR** activities, but may take advantage of bulk fuel purchase pricing so long as identical pricing is made available to all users of fuel system. Specific to the fuel system, maintenance is defined as those distinct activities and repairs that can be accomplished for less than one thousand dollars ($1,000.00) as estimated by **COUNTY**. Any distinct activity exceeding this amount may be accomplished by **OPERATOR** with approval from the Director of Public Works and Transportation and will be paid by separate purchase order. **COUNTY** reserves the right to have such activity performed by a vendor of **COUNTY'S** choosing. **OPERATOR** may make short term (i.e. less than 12 months) arrangements with other operators, including temporary and/or emergency users, to permit them to provide their own fuel to operations but each shall be assessed a $0.18 per gallon flowage fee which shall then be paid to **COUNTY**. This flowage fee will be subject to an annual increase of $0.01 as described above. This does not preclude **OPERATOR** from collecting additional flowage fees to be retained by **OPERATOR**.

h) **OPERATOR** shall ensure aircraft fuel remains available for sale by means of a commercial self-service system. **OPERATOR** shall ensure that a sufficient volume of aircraft fuel remains available at the Airport at all times to serve the needs of Airport tenants and users. **OPERATOR** shall ensure that fuel tanks are full upon termination of this Agreement for any reason.

i) Within 60 days of the date of this Agreement **OPERATOR** shall assume responsibility for administration of aircraft storage leases, and may retain 50% of the revenue derived therefrom, with the remaining amount being transmitted to

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COUNTY in a frequency not less than quarterly. Administration of leases will include, but is not limited to: billing, collections, processing new applications, verification of insurance requirements, termination of existing agreements for non-payment or non-compliance with lease provisions, implementation of cost indexed rate increases, and making requests to the Board of Supervisors to adjust lease rates.

j) **OPERATOR** will facilitate the lease of Airport property by coordinating with prospective tenants and presenting draft agreements to **COUNTY** for negotiation and execution. **OPERATOR** shall use a standard form aircraft storage lease approved by **COUNTY**. **COUNTY** reserves the right to deny use of the Airport; **OPERATOR** is not authorized by this **Agreement** to deny use of the Airport under any circumstances unless required by law to do so.

k) **OPERATOR** will participate in inspecting hangars to ensure that activities conducted therein are consistent with applicable agreements and do not present any risk to aeronautical activities at the Airport.

l) **OPERATOR** may recommend to **COUNTY** that **COUNTY** terminate a hangar or ground lease or tie-down permit for non-compliance with terms of the applicable lease or permit; provided however that **COUNTY** reserves the right, in its sole discretion, to terminate any lease or permit. The **COUNTY'S** decision to terminate will not be unreasonably withheld or delayed.

m) **OPERATOR** may request that **COUNTY** amend this Agreement or enter into a separate agreement for the purpose of constructing additional aircraft storage hangars, with such an activity being accomplished through a competitive process where applicable.

n) **OPERATOR** will pay to advertise the Airport in appropriate publications, including a webpage and other aviation oriented online media, and to market Airport property for lease.

o) **OPERATOR** shall inspect the Airport runway at least once each day of operation, including weekends, to ensure that the runway is free of foreign objects and debris.

p) **OPERATOR** shall immediately notify the **COUNTY** of any event or condition at

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the Airport which is known or which should reasonably be known that may present a risk to human health or the environment, including without limitation, any aircraft incident or accident, any fuel spill or release of any hazardous substance, or any weather or climatic condition presenting a risk to the operation of aircraft or the Airport.

q) **OPERATOR** shall provide basic pilot and aircraft support services by offering aircraft and aviation related supplies, lubricants, software, services, etc. for sale, as the **OPERATOR** determines necessary.

r) **OPERATOR** shall have the right to maintain a rental car business at the Airport and shall ensure that ground vehicles are available for rent at the Airport throughout the term of this Agreement.

s) **OPERATOR** will conduct meetings to solicit input from Airport tenants and users and other interested parties. At **OPERATOR's** option, attendance and participation in the Airport Advisory Committee shall satisfy this requirement.

t) In addition to services required by this Agreement, **OPERATOR** is authorized, but not required, to provide the following services and to engage in the following activities:

i) Apron services including loading and unloading of passengers, baggage, mail, and freight; provision of ramp equipment and ramp services such as repositioning of aircraft, aircraft cleaning, and other services for commercial operators or other persons or firms;

ii) Special flight services, including aerial sightseeing, aerial advertising, towing aircraft, and aerial photography;

iii) Sales of new and used aircraft;

iv) Flight training;

v) Aircraft rental; and

vi) Aircraft charter operations, conducted by **OPERATOR** or a subcontractor of **OPERATOR** in accordance with applicable Federal Aviation Administration regulations.

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u) **OPERATOR** must notify **COUNTY** prior to initiating additional commercial aeronautical and/or commercial non-aeronautical services beyond the services enumerated in this Section 3.

v) **OPERATOR** will ensure that all activities undertaken or allowed by **OPERATOR** will be in accordance with the Mariposa/Yosemite Airport Master Plan. Any exceptions to this provision will require the approval of the County Board of Supervisors.

w) **OPERATOR** shall comply with the Airport Rules and Regulations, as may exist as of the effective date or promulgated or amended thereafter, and all applicable requirements under federal, state and local law and Federal Aviation Administration regulation in carrying out its obligations hereunder.

x) **OPERATOR** shall make annual public reports to the Mariposa County Board of Supervisors summarizing all activities undertaken or allowed by **OPERATOR** at the Airport.

4. COUNTY RESPONSIBILITIES:

a) **COUNTY** shall be responsible for maintaining and repairing the Airport airfield, including runways, lighting, AWOS, taxiways, tie-down areas, and common-use ramp; and for maintaining the Airport grounds except as otherwise described in this Agreement.

b) **COUNTY** shall be responsible for ensuring that the Airport complies with all applicable requirements and standards imposed by the State of California and the United States Government concerning the operation of the Airport and the environmental conditions thereon; provided however, that **OPERATOR** shall assist in satisfying applicable requirements including, without limitation, accompanying any representative of the state or federal government in a tour or inspection of the Airport at **COUNTY's** request, and providing information and documents as may be requested by a state or federal agency at **COUNTY's** express direction.

c) **COUNTY** reserves the right to improve the Airport, including without limitation, making improvements to the Airport runways or taxiways and constructing new facilities at the Airport.

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d) **COUNTY** shall be responsible for providing emergency police and firefighting services at the Airport.

e) **COUNTY** reserves the right to close the Airport in emergencies and further reserves the right to seek and obtain FAA approval to close the Airport on a temporary basis for special events.

f) **COUNTY** reserves the right to authorize the lease of Airport property for terms exceeding twelve months.

g) **COUNTY** reserves the right to authorize any individual or business to conduct commercial aeronautical activities at the Airport.

h) **COUNTY** reserves the right to authorize or deny the use of the Airport for any non-aeronautical activity.

5. FINANCIAL OBLIGATIONS OF COUNTY AND OPERATOR:

a) **COUNTY** shall make all required payments to the California Department of Transportation per the long-term hangar financing agreement.

b) **OPERATOR** shall be responsible for the costs to maintain the terminal building, aircraft fuel storage tanks and self-service fuel dispensing system under provisions described in Section 3.

c) **COUNTY** shall maintain adequate insurance on the hangars, terminal and fuel tank farm.

d) **COUNTY** shall be responsible for the utility costs associated with the Airport airfield and runway lighting system.

6. TERMS REQUIRED BY FAA: The following terms are required to be included in this Agreement in satisfaction of **COUNTY'S** obligations to the Federal Aviation Administration:

a) **OPERATOR**, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services

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thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that **OPERATOR** shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

b) **COUNTY** reserves the right to further develop or improve the land area of the Airport as it sees fit, regardless of the desires or views of **OPERATOR** and without interference or hindrance.

c) **COUNTY** reserves the right, but shall not be obligated to **OPERATOR**, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of **OPERATOR** in this regard.

d) This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between **COUNTY** and the United States, relative to the development, operation, or maintenance of the Airport. Failure of **OPERATOR** or any occupant to comply with the requirements of any existing or future agreement between **COUNTY** and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of **OPERATOR'S** rights hereunder.

e) There is reserved to **COUNTY**, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the **LEASED PREMISES**. This public right of flight shall include the right to cause in said airspace any noise and emissions inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the Airport premises.

f) **OPERATOR** agrees to comply with the notification and review requirements covered in Title 14 CFR Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the **LEASED PREMISES** or in the event of any planned modification or alteration of any present or future building or structure situated on the **LEASED PREMISES**.

g) **OPERATOR**, by accepting this Agreement, expressly agrees for itself, its

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successors and assigns that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the **LEASED PREMISES** above a height as determined by the application of the requirements of Title 14 CFR Part 77 to constitute an obstruction or hazard. In the event the aforesaid covenants are breached, **COUNTY** reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of **OPERATOR**.

h) **OPERATOR**, by accepting this Agreement, agrees for itself, its successors and assigns that it will not make use of the **LEASED PREMISES** in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, **COUNTY** reserves the right to enter upon the **LEASED PREMISES** and cause the abatement of such interference at the reasonable expense of **OPERATOR**.

i) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right in violation of 49 U.S.C. § 40101(e) or 49 U.S.C. § 47107(a)(4), which permit such rights to be granted to a single operator due it being "unreasonably costly, burdensome, or impractical for more than one fixed base operator to provide the services." **COUNTY** reserves the right to amend and/or remove and any all explicit or implied exclusive use or exclusive right as described in this Agreement, at **COUNTY'S** sole discretion, due to changed conditions at the Airport, mandates from regulatory agencies, or any other reason deemed sufficient by **COUNTY**.

j) This Agreement and all of the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during a time of war or national emergency.

k) **OPERATOR** will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that **OPERATOR** may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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7. **VOLUNTARY ASSIGNMENT**: Except as expressly provided herein, **OPERATOR** shall not assign this Agreement nor any right hereunder, nor sublet the **LEASED PREMISES**, nor any part thereof, or suffer any other person to occupy the **LEASED PREMISES** or any portion thereof without prior written consent of **COUNTY**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **COUNTY** terminate this Agreement. This provision does not prohibit **OPERATOR** from allowing other parties to utilize the **LEASED PREMISES** for permitted functions and events.

8. **INVOLUNTARY ASSIGNMENT**: **OPERATOR** agrees that, except as expressly provided herein, neither this Agreement or any interest herein shall be assignable or transferable unless otherwise agreed in writing by the parties hereto, which consent shall not be unreasonably withheld.

9. **IMPROVEMENTS, CONSTRUCTION, ALTERATION**: **OPERATOR** may maintain on the **LEASED PREMISES** improvements as necessary to facilitate the use of the **LEASED PREMISES**. Any structure and/or alteration, including new construction, must first be approved by the Mariposa County Board of Supervisors. Prior to any construction or work of improvement on the **LEASED PREMISES**, **OPERATOR** shall furnish to **COUNTY** evidence that sufficient monies will be available to complete **OPERATOR'S** proposal. **COUNTY** and **OPERATOR** agree that such evidence shall represent at least the total estimated cost of construction and that said evidence may take one of the following forms:

A Performance Bond to be supplied by **OPERATOR'S** contractor or contractors and issued jointly to **OPERATOR** and **COUNTY** as obligees. **OPERATOR'S** contractor or contractors shall also submit to **COUNTY** a Certificate of Insurance as evidence of Workers' Compensation Insurance coverage.

Pledge of an escrow which will include funds received as proceeds of a financing contemplated by **OPERATOR**. Such escrow shall be designated a "construction fund" and such fund shall be subject to periodic draw down in accordance with terms of the escrow.

10. **RIGHT OF RE-ENTRY OF COUNTY**: It is expressly agreed that in the event **OPERATOR** creates or causes any material breach of this Agreement, **COUNTY** shall have the right and option to re-enter the **LEASED PREMISES**, take possession thereof, and remove all persons as provided by law.

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11. **SURRENDER OF POSSESSION**: At the expiration of this Agreement, **OPERATOR** promises and agrees to deliver unto **COUNTY** the **LEASED PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

12. **POSSESSORY INTEREST**: **OPERATOR** recognizes and understands that to the extent this Agreement may or may not create a possessory interest subject to property taxation that the **OPERATOR** is solely responsible for the payment of any taxes levied or assessed on the **LEASED PREMESIS**. **COUNTY** expresses no opinion on the taxable effect of this Agreement.

13. **INSURANCE**: **OPERATOR** 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 **OPERATOR**, its agents, representatives, or employees.

a) MINIMUM SCOPE AND LIMIT OF INSURANCE: Coverage shall be at least as broad as:

i) 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.

ii) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if OPERATOR 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.

iii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $2,000,000 per accident for bodily injury or disease.

b) OTHER INSURANCE PROVISIONS: The insurance policies are to contain, or be endorsed to contain, the following provision:

i) Additional Insured Status: The **COUNTY**, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with

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respect to liability arising out of work or operations performed by or on behalf of the **OPERATOR** 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 **OPERATOR'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).

ii) Primary Coverage: For any claims related to this Agreement, the **OPERATOR'S** insurance overage shall be primary insurance as respects **COUNTY**, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the **COUNTY**, its officers, officials, employees, or volunteers shall be excess of the **OPERATOR'S** insurance and shall not contribute with it.

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

iv) Waiver of Subrogation: **OPERATOR** hereby grants to County a waiver of any right to subrogation which any insurer of said **OPERATOR** may acquire against the **COUNTY** by virtue of the payment of any loss under such insurance. **OPERATOR** 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.

v) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the **COUNTY**. **COUNTY** may require **OPERATOR** 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.

vi) 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.

vii) Verification of Coverage: **OPERATOR** 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

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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 **OPERATOR'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.

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

ix) 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.

14. **INDEMNITY**: **OPERATOR** shall and hereby covenants that it will indemnify and defend, upon request of **COUNTY,** its governing board, officers, agents, and employees and each of them, and save them free and harmless of, and from any and all reasonable and proper costs, expenses, claims, liabilities, attorney's fees, actions, or damages, including liability for injuries to person or persons, or damage to property arising out of or in any way connected with the acts or omissions of **OPERATOR**, its employees, agents, independent contractors, or invitees, This shall include any acts or omissions which may occur during construction, modification or removal of the improvements on the **LEASED PREMISES** pursuant to Section 10. **OPERATOR'S** obligations under this Section shall survive the expiration or termination of this Agreement.

In addition, **OPERATOR** particularly agrees to indemnify, defend (upon request of **COUNTY**) and hold **COUNTY**, its governing board, commissions, agents, officers and employees harmless from any and all fines, suits, procedures, claims, losses, expenses and actions of every kind and all reasonable and proper costs associated therewith, including but not limited to all reasonable and proper attorney and consultant fees, arising out of or in any connected with any deposit, spill, discharge or other release of hazardous material that occurs at any time during **OPERATOR'S** occupancy of the **LEASED PREMISES** as a result of any use(s) of the **LEASED PREMISES** and/or the occupancy of the **LEASED PREMISES** by **OPERATOR** or as a result of **OPERATOR'S** failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any environmental requirements. **OPERATOR'S** obligations under this Section shall survive the expiration or termination of this Agreement.

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COUNTY shall and hereby covenants that it will indemnify and defend, upon request of **OPERATOR**, **OPERATOR**, its members, officers, agents, and employees and each of them, and save them free and harmless of, and from any and all reasonable and proper costs, expenses, claims, liabilities, attorney's fees, actions, or damages, including liability for injuries to person or persons, or damage to property arising out of or in any way connected with the acts or omissions of **COUNTY**, its employees, agents, independent contractors, or invitees, provided that **OPERATOR** shall not settle or compromise any claim without the prior written consent of **COUNTY,** not to be unreasonably withheld or delayed. **COUNTY'S** obligations under this Section shall survive the expiration or termination of this Agreement.

In addition, **COUNTY** particularly agrees to indemnify, defend (upon request of **OPERATOR**) and hold **OPERATOR**, its members, commissions, agents, officers and employees harmless from any and all fines, suits, procedures, claims, losses, expenses and actions of every kind and all reasonable and proper costs associated therewith, including but not limited to all reasonable and proper attorney and consultant fees, arising out of or in any connected with any deposit, spill, discharge or other release of hazardous material that occurs as a result of any use(s) of the **LEASED PREMISES** or Airport and/or the occupancy of the **LEASED PREMISES** or Airport by **COUNTY** or as a result of **COUNTY'S** failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any environmental requirements provided that **OPERATOR** shall not settle or compromise any claim without prior written consent of **COUNTY**, not to be unreasonably withheld or delayed. **COUNTY'S** obligations under this Section shall survive the expiration or termination of this Agreement.

15. DISPUTES

a) Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

b) 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

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County of Mariposa, State of California.

16. **PUBLIC EMPLOYEES RETIREMENT SYSTEM**: In the event that **OPERATOR** or any employee, agent, or subcontractor of **OPERATOR** 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, OPERATOR** shall indemnify, defend, and hold harmless **COUNTY** for the payment of any employee and or employer contributions for CalPERS benefits on behalf of **OPERATOR** 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 the **COUNTY.**

17. **CHANGE OF ADDRESS**: It shall be **OPERATOR'S** responsibility to inform **COUNTY** of any change of address.

18. **INSPECTION**: **COUNTY** shall have the right to enter upon the **LEASED PREMISES** at all reasonable times to inspect the **LEASED PREMISES** and **OPERATOR'S** operation thereon. **COUNTY** reserves the right to enter upon the **LEASED PREMISES** for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as **COUNTY** may reasonably deem desirable in connection with the development of the Airport after giving reasonable notice to **OPERATOR. COUNTY** shall indemnify **OPERATOR** against all damage (including but not limited to damage to the improvements and personal property of **OPERATOR**) and loss caused to **OPERATOR** and/or its agents or customers by the exercise of the rights reserved in this Section. Notwithstanding the foregoing, **COUNTY** shall not be responsible for any claim of lost profits.

19. **TERMINATION PRIOR TO EXPIRATION**:

a) **COUNTY** shall have the right to terminate this Agreement, in whole or in part, on the occurrence of any of the following events:

i) Upon one hundred eighty (180) days written notice.

ii) Insolvency/bankruptcy of **OPERATOR**.

iii) **OPERATOR'S** material breach of any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Agreement.

iv) The abandonment of the **LEASED PREMISES**. Should this occur, **COUNTY**

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shall not be responsible for the custodial protection of **OPERATOR'S** abandoned property, fixtures or equipment.

b) **OPERATOR** shall have the right to terminate this Agreement on the occurrence of any of the following events:

i) Upon material breach by **COUNTY** of any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Agreement.

ii) **OPERATOR** shall have the right to terminate this Agreement upon one hundred eighty (180) days written notice.

20. **BREACH**: In the event of breach of this Agreement by either party, **COUNTY** and **OPERATOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

21. **PARTNERSHIP DISCLAIMER**: It is mutually understood and agreed that nothing in this Agreement is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting **OPERATOR** as an agent or representative of **COUNTY** for any purpose or in any manner whatsoever.

22. **NOTICES**: Any notice to **OPERATOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to Airborrn Aviation Services, 5020 Macready Way, Mariposa CA 95338. Any notice to **COUNTY** shall be sufficient if sent by certified mail, postage prepaid, addressed to Director of Public Works and Transportation, 4639 Ben Hur Road, Mariposa, CA 95338. The address to which any notice shall be mailed may be changed by written notice given by either party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

23. **NON-WAIVER**: Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

24. **SUCCESSORS AND THIRD-PARTY BENEFICIARIES**: This Agreement shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the respective parties. This Agreement shall not confer any rights or remedies upon any third-party not a party to this

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Agreement.

25. **ENTIRE AGREEMENT**: This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreement and understandings with respect thereto. This Agreement may only be amended by a written document duly approved and executed by the parties hereto.

26. **AUTHORIZED AGENT**: The Director of Public Works and Transportation is the duly authorized agent of **COUNTY** for purposes of this Agreement, and as to any obligations assumed herein by **OPERATOR**, they shall be performed only to the reasonable satisfaction of the Director of Public Works and to no other person.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY:

Rosemarie Smallcombe, **Chair**
Mariposa County Board of Supervisors

OPERATOR:

Anthony Borreson
Airborrn Aviation Services

ATTEST:

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

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Attachment: Airbornn Aviation Agreement (RES-2022-472 : Approve an Agreement with Airbornn Aviation for Airport Operation Services)

AIRPORT MANAGEMENT AGREEMENT AND LEASE

This **AIRPORT MANAGEMENT AGREEMENT AND LEASE** (hereinafter called "this Agreement"), is made and entered into in the County of Mariposa, State of California, as of October 7, 2015, by and between the **COUNTY OF MARIPOSA**, hereinafter called **COUNTY**, and **AIRBORRN AVIATION SERVICES,** hereinafter called **MANAGER**.

WITNESSETH

WHEREAS, pursuant to the provisions of Section 26020 et seq. of the Government Code of the State of California, **COUNTY** owns and operates an airport in the County of Mariposa, State of California, commonly known as the Mariposa/Yosemite Airport (hereinafter called "Airport"); and

WHEREAS, the Mariposa County Board of Supervisors requested proposals from interested parties to manage the Airport and provide certain commercial services; and

WHEREAS, the proposal submitted by **MANAGER** was selected by the Board of Supervisors; and

WHEREAS, **MANAGER** is willing and desires to manage the Airport and provide certain commercial services pursuant to the terms herein; and

WHEREAS, the parties wish to provide for the leasing of property by the **COUNTY** to the **MANAGER** at the Airport for the purpose of providing certain commercial services and airport management functions;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **LEASED PREMISES:** For and in consideration of the mutual covenants contained herein, **COUNTY** hereby grants to **MANAGER** the exclusive right to occupy the real property located at the Airport, as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference, hereinafter the **LEASED PREMISES**, subject to the **COUNTY's** right of entry for inspection and similar purposes.

2. **TERM:** This Agreement shall commence on the 7th day of October 2015, and shall terminate on the 31st day of October, 2020. This Agreement shall be renewable thereafter as mutually agreed by the **COUNTY** and **MANAGER**.

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3. **MANAGER RESPONSIBILITIES:** **MANAGER** will be responsible for managing the Airport for the use and benefit of the public, and for providing certain commercial services, subject to the **COUNTY's** authority as owner of the Airport and further subject to **COUNTY's** obligations pursuant to federal and state law and contractual commitments to the federal government as more particularly described in Section 6 of this Agreement. **MANAGER'S** specific obligations shall include the following responsibilities, divided by those responsibilities that will take effect upon approval of this agreement, and those responsibilities that will come into effect twelve (12) months from approval of this agreement unless mutually agreed to be brought into effect earlier by **COUNTY** (represented by the Director of Public Works) and **MANAGER**.

The following responsibilities will come in to effect upon initial approval of this agreement:

a) **MANAGER** will designate an individual to serve as the Airport Manager, who shall have primary responsibility for the airport management functions enumerated in this Section 3. **MANAGER** shall promptly notify **COUNTY** of any change in the designated Airport Manager. An Airport Manager shall be stationed at the Airport throughout the term of this Agreement.

b) **MANAGER** will be responsible for billing and collecting rental fees for short term (less than twelve months) use of hangars, tie-downs, and any other leased space at the Airport, including land use agreements with outside agencies, and may retain the revenue derived therefrom.

c) **MANAGER** may request of **COUNTY** that the Mariposa County Board of Supervisors take formal action to adjust the rental rate on tie-downs at the Airport.

d) **MANAGER** will conduct meetings to solicit input from Airport tenants and users and other interested parties. At **MANAGER's** option, attendance and participation in the Airport Advisory Committee shall satisfy this requirement.

e) **MANAGER** will participate in inspecting hangars to ensure that activities conducted therein are consistent with applicable agreements and do not present any risk to aeronautical activities at the Airport.

f) **MANAGER** may recommend to **COUNTY** that **COUNTY** terminate a hangar or ground lease or tie-down permit for non-compliance with terms of the applicable lease or permit; provided however that **COUNTY** reserves the right, in its sole

discretion, to terminate any lease or permit but whose decision to terminate will not be unreasonably withheld or delayed.

g) **MANAGER** may request of **COUNTY** that **COUNTY** amend this Agreement or enter into a separate agreement for the purpose of constructing additional aircraft storage hangars or maintenance hangars.

h) **MANAGER** is authorized to permit aircraft owners and operators to store aircraft at the Airport, in available hangars owned by the **COUNTY** and available tie-downs, so long as the term does not exceed twelve months. **MANAGER** shall use a standard form aircraft storage permit or hangar lease approved by the **COUNTY**. **COUNTY** reserves the right to deny use of the Airport; **MANAGER** is not authorized by this **AGREEMENT** to deny use of the Airport under any circumstances unless required by law to do so.

i) **MANAGER** will facilitate the long-term lease of Airport property by coordinating with prospective tenants and presenting draft agreements to **COUNTY** for negotiation and execution.

j) **MANAGER** will advertise the Airport in appropriate publications including a webpage and other aviation oriented media.

k) **MANAGER** will host seminars and promote airport assets, activities, and opportunities to local schools and the general public.

l) **MANAGER** shall immediately notify the **COUNTY** of any event or condition at the Airport which is known or which should reasonably be known that may present a risk to human health or the environment, including without limitation, any aircraft incident or accident, any fuel spill or release of any hazardous substance, or any weather or climatic condition presenting a risk to the operation of aircraft or the Airport.

m) In addition to services required by this agreement, **MANAGER** is authorized, but not required, to provide the following services and to engage in the following activities:

i) Apron services including loading and unloading of passengers, baggage, mail, and freight; provision of ramp equipment and ramp services such as repositioning of aircraft, aircraft cleaning, and other services for commercial

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operators or other persons or firms.

ii) Special flight services, including aerial sightseeing, aerial advertising, towing aircraft, and aerial photography.

iii) Sales of new and used aircraft.

iv) Flight training.

v) Aircraft rental

vi) Aircraft charter operations, conducted by **MANAGER** or subcontractor or **MANAGER** in accordance with applicable Federal Aviation Administration regulations.

n) **MANAGER** is granted exclusive use and occupancy of the terminal included in the **LEASED PREMESIS** as a storefront for commercial operations including all manner of activities authorized by this agreement and other such activities approved by the Director of Public Works. **MANAGER** will assume responsibility for routine maintenance, security, cleanliness, and appearance of terminal building, including maintaining rest rooms in a clean and fully stocked status. **MANAGER** may allow use of terminal building for other purposes including meetings of community groups, Experimental Aircraft Association, and firefighting response personnel, and may charge fees for such use.

o) **MANAGER** may use the residence included in the **LEASED PREMISES** as a pilot resting facility, as short-term flight crew quarters for temporary use, as living quarters for the designated Airport Manager or another employee assigned as part of his/her official duties, or for any other purpose pre-approved by the Director of Public Works. It is the responsibility of **MANAGER** to comply with potential requirements for Transient Occupancy Tax permits and inspections associated with any use of residence.

p) Prior to taking possession of keys and alarm codes for the terminal building and residence, **COUNTY** and **MANAGER** shall conduct a walkthrough of the terminal building and residence to document presence and condition of property, materials, electronics, furniture, and determine disposition for removal and storage of items, to the satisfaction of both parties.

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q) **MANAGER** must notify Director of Public Works prior to initiating additional commercial aeronautical and/or commercial non-aeronautical services beyond the services enumerated in this Section 3.

r) **MANAGER** will ensure that all activities undertaken or allowed by **MANAGER** will be in accordance with the Mariposa/Yosemite Airport Master Plan. Any exceptions to this provision will require the approval of the County Board of Supervisors.

s) **MANAGER** shall comply with the Airport Rules and Regulations, as may exist as of the effective date or promulgated or amended thereafter, and all applicable requirements under federal, state and local law and Federal Aviation Administration regulation in carrying out its obligations hereunder.

t) **MANAGER** shall make annual public reports to the Mariposa County Board of Supervisors summarizing all activities undertaken or allowed by **MANAGER** at the Airport.

The following responsibilities will come in to effect, collectively, twelve (12) months from the initial approval of this agreement:

u) **MANAGER** shall inspect the Airport runway at least once each day of operation, including weekends, to ensure that the runway is free of foreign objects and debris.

v) **MANAGER** shall assume operation and maintenance of the aircraft fuel dispensing system and tank located at the Airport and shall ensure 100 low-lead aircraft fuel remains available for sale by means of a commercial self-service system. **MANAGER** shall ensure that a sufficient volume of aircraft fuel remains available at the Airport at all times to serve the needs of Airport tenants and users, and shall not allow fuel tank levels to drop below 50% without prior approval from Director of Public Works. Upon assumption of fuel operation responsibilities, **MANAGER** shall set the price of fuel, will retain any revenue derived from fuel sales, and shall complete required fuel testing and record keeping, including any testing required on weekends. **MANAGER** shall ensure that 12,000 gallons of 100 low-lead aircraft fuel is available at the Airport upon termination of this Agreement for any reason.

w) **MANAGER** shall, in order to achieve "attended" status as an airport, staff the

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Airport Terminal from 10 AM to 4 PM, Monday through Friday, with the exception of the following holidays: New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. Exceptions to this provision shall be approved in advance by the Director of Public Works. This provision does not preclude additional operating hours and days at the discretion of **MANAGER**.

x) **MANAGER** shall provide basic pilot and aircraft support services by offering aircraft and aviation related supplies, software, services, etc. for sale, as the **MANAGER** determines necessary.

y) **MANAGER** shall have the exclusive right to maintain a rental car business at the airport and shall ensure that ground vehicles are available for rent at the Airport throughout the term of this Agreement.

z) Subject to mutual agreement of terms between **MANAGER** and **COUNTY** by future modification to this agreement, but no sooner than twelve (12) months from the effective date of this agreement, **MANAGER** may assume responsibility for administration of long term hangar leases, including billing and collecting of fees, and will retain revenue derived therefrom in that is excess of revenue required by **COUNTY** to offset expenses.

4. COUNTY RESPONSIBILITIES:

a) **COUNTY** shall be responsible for maintaining and repairing the Airport airfield, including runways, lighting, AWOS, taxiways, tie-down areas, and common-use ramp; and for maintaining the Airport grounds.

b) **COUNTY** shall be responsible for Notice to Airmen (NOTAM).

c) **COUNTY** shall be responsible for operation and maintenance of terminal and fuel dispensing system until **MANAGER** assumes operations of these facilities.

d) **COUNTY** shall be responsible for administering long term hangar leases including billing and collecting rental fees, and will retain the revenue derived therefrom, until such time as **MANAGER** assumes responsibility.

e) **COUNTY** shall be responsible for ensuring that the Airport complies with all applicable requirements and standards imposed by the State of California and

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the United States Government concerning the operation of the Airport and the environmental conditions thereon; provided however, that **MANAGER** shall assist in satisfying applicable requirements including, without limitation, accompanying any representative of the state or federal government in a tour or inspection of the Airport at the **COUNTY's** request, and providing information and documents as may be requested by a state or federal agency at the **COUNTY's** express direction.

f) **COUNTY** reserves the right to improve the Airport, including without limitation, making improvements to the Airport runways or taxiways and constructing new facilities at the Airport.

g) **COUNTY** shall be responsible for providing emergency police and firefighting services at the Airport, including but not limited to, both structure and aircraft firefighting.

h) **COUNTY** reserves the right to close the Airport in emergencies and further reserves the right to seek and obtain FAA approval to close the Airport on a temporary basis for special events. **MANAGER** reserves the right to suspend operations during Airport closure.

i) **COUNTY** reserves the right to authorize the lease of Airport property for terms exceeding twelve months.

j) **COUNTY** reserves the right to authorize any individual or business to conduct commercial aeronautical activities at the Airport.

k) **COUNTY** reserves the right to authorize or deny the use of the Airport for any non-aeronautical activity.

l) **COUNTY** shall ensure that 12,000 gallons of 100 low-lead aircraft fuel is available at the Airport prior to MANAGER assuming responsibility for fuel operations.

5. FINANCIAL OBLIGATIONS OF COUNTY AND MANAGER:

a) **COUNTY** shall retain hangar rent proceeds and make all required payments to the California Department of Transportation, per the long-term hangar financing agreement, until such time as this Airport Manager agreement is modified per

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Paragraph 3(z).

b) **MANAGER** shall be authorized to retain the rent proceeds associated with any other parcels or structures owned by **COUNTY**, and revenues from commercial services provided by **MANAGER**.

c) **COUNTY** shall be responsible for the costs to maintain the aircraft fuel storage tanks and self-service fuel dispensing system, and will retain any proceeds from fuel sales, until such time as **MANAGER** assumes operation of these facilities.

d) **COUNTY** shall maintain adequate insurance on the hangars, terminal and fuel tank farm.

e) **COUNTY** shall be responsible for the utility costs associated with the Airport airfield and runway lighting system.

f) **MANAGER** shall be responsible for utility costs in connection with the **LEASED PREMISES** operated by **MANAGER**. **MANAGER** will assume account service for telephone, internet, alarm service, and propane to terminal and residence. **COUNTY** will continue to receive billing for electrical service, and will invoice **MANAGER** monthly for usage according to formula prepared by the Director of Public Works to reasonably split charges falling under meters that serve leased as well as public functions.

6. **TERMS REQUIRED BY FAA**: The following terms are required to be included in this Agreement in satisfaction of COUNTY's obligations to the Federal Aviation Administration:

a) **MANAGER**, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the **MANAGER** shall use the premises in compliance with all other requirements imposed by or pursuant to

49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

b) **COUNTY** reserves the right to further develop or improve the land area of the Airport as it sees fit, regardless of the desires or views of the **MANAGER** and without interference or hindrance.

c) **COUNTY** reserves the right, but shall not be obligated to the **MANAGER**, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the **MANAGER** in this regard.

d) This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the **COUNTY** and the United States, relative to the development, operation, or maintenance of the Airport. Failure of the **MANAGER** or any occupant to comply with the requirements of any existing or future agreement between the **COUNTY** and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of **MANAGER'S** rights hereunder.

e) There is reserved to the **COUNTY**, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the **LEASED PREMISES**. This public right of flight shall include the right to cause in said airspace any noise and emissions inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the Airport premises.

f) **MANAGER** agrees to comply with the notification and review requirements covered in Title 14 CFR Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the **LEASED PREMISES** or in the event of any planned modification or alteration of any present or future building or structure situated on the **LEASED PREMISES**.

g) **MANAGER**, by accepting this Agreement, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the

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requirements of Title 14 CFR Part 77 to constitute an obstruction or hazard. In the event the aforesaid covenants are breached, **COUNTY** reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the **MANAGER**.

h) **MANAGER**, by accepting this Agreement, agrees for itself, its successors and assigns that it will not make use of the **LEASED PREMISES** in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, **COUNTY** reserves the right to enter upon the **LEASED PREMISES** and cause the abatement of such interference at the reasonable expense of **MANAGER**.

i) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40101(e) or 49 U.S.C. § 47107(a)(4).

j) This Agreement and all of the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during a time of war or national emergency.

k) **MANAGER** will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that **MANAGER** may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

7. **VOLUNTARY ASSIGNMENT**: Except as expressly provided herein, **MANAGER** shall not assign this Agreement nor any right hereunder, nor sublet the LEASED PREMISES, nor any part thereof, or suffer any other person to occupy the LEASED PREMISES or any portion thereof without prior written consent of the **COUNTY**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **COUNTY** terminate this Agreement. This provision does not prohibit the MANAGER from allowing other parties to utilize the LEASED PREMISES for permitted functions and events.

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8. **INVOLUNTARY ASSIGNMENT**: **MANAGER** agrees that, except as expressly provided herein, neither this Agreement or any interest herein shall be assignable or transferable unless otherwise agreed in writing by the parties hereto, which consent shall not be unreasonably withheld.

9. **IMPROVEMENTS, CONSTRUCTION, ALTERATION**: **MANAGER** may maintain on the LEASED PREMISES improvements as necessary to facilitate the use of the LEASED PREMISES. Any structure and/or alteration, including new construction, must first be approved by the Mariposa County Board of Supervisors. Prior to any construction or work of improvement on the LEASED PREMISES, MANAGER shall furnish to COUNTY evidence that sufficient monies will be available to complete MANAGER'S proposal. COUNTY and MANAGER agree that such evidence shall represent at least the total estimated cost of construction and that said evidence may take one of the following forms:

A Performance Bond to be supplied by **MANAGER'S** contractor or contractors and issued jointly to **MANAGER** and **COUNTY** as Obligee. **MANAGER'S** contractor or contractors shall also submit to **COUNTY** a Certificate of Insurance as evidence of Workers' Compensation Insurance coverage.

Pledge of an escrow which will include funds received as proceeds of a financing contemplated by **MANAGER**. Such escrow shall be designated a "construction fund" and such fund shall be subject to periodic draw down in accordance with terms of the escrow.

10. **RIGHT OF RE-ENTRY OF COUNTY**: It is expressly agreed that in the event **MANAGER** creates or causes any material breach of this Agreement, **COUNTY** shall have the right and option to re-enter the LEASED PREMISES, take possession thereof, and remove all persons as provided by law.

11. **SURRENDER OF POSSESSION**: At the expiration of this Agreement, MANAGER promises and agrees to deliver unto COUNTY the LEASED PREMISES in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

12. **POSSESSORY INTEREST**: **MANAGER** recognizes and understands that to the extent this Agreement may or may not create a possessory interest subject to property taxation that the **MANAGER** is solely responsible for the payment of any taxes levied or assessed on the **LEASED PREMESIS**. **COUNTY** expresses no opinion on the taxable effect of this Agreement.

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13. **INDEMNITY**: MANAGER shall and hereby covenants that it will indemnify and defend, upon request of COUNTY, COUNTY, its governing board, officers, agents, and employees and each of them, and save them free and harmless of, and from any and all reasonable and proper costs, expenses, claims, liabilities, attorney's fees, actions, or damages, including liability for injuries to person or persons, or damage to property arising out of or in any way connected with the acts or omissions of MANAGER, its employees, agents, independent contractors, or invitees. This shall include any acts or omissions which may occur during construction, modification or removal of the improvements on the LEASED PREMISES pursuant to Paragraph 9. MANAGER'S obligations under this Section shall survive the expiration or termination of this Agreement.

In addition, **MANAGER** particularly agrees to indemnify, defend (upon request of **COUNTY**) and hold **COUNTY**, its governing board, commissions, agents, officers and employees harmless from any and all fines, suits, procedures, claims, losses, expenses and actions of every kind and all reasonable and proper costs associated therewith, including but not limited to all reasonable and proper attorney and consultant fees, arising out of or in any connected with any deposit, spill, discharge or other release of hazardous material that occurs at any time during **MANAGER'S** occupancy of the **LEASED PREMISES** as a result of any use(s) of the **LEASED PREMISES** and/or the occupancy of the **LEASED PREMISES** by **MANAGER** or as a result of **MANAGER'S** failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any environmental requirements. **MANAGER'S** obligations under this Section shall survive the expiration or termination of this Agreement.

COUNTY shall and hereby covenants that it will indemnify and defend, upon request of **MANAGER**, **MANAGER**, its members, officers, agents, and employees and each of them, and save them free and harmless of, and from any and all reasonable and proper costs, expenses, claims, liabilities, attorney's fees, actions, or damages, including liability for injuries to person or persons, or damage to property arising out of or in any way connected with the acts or omissions of **COUNTY**, its employees, agents, independent contractors, or invitees **COUNTY'S** obligations under this Section shall survive the expiration or termination of this Agreement.

In addition, **COUNTY** particularly agrees to indemnify, defend (upon request of **MANAGER**) and hold **MANAGER**, its members, commissions, agents, officers and employees harmless from any and all fines, suits, procedures, claims, losses, expenses and actions of every kind and all reasonable and proper costs associated therewith, including but not limited to all reasonable and proper attorney and consultant fees, arising out of or in any connected with any deposit, spill,

discharge or other release of hazardous material that occurs as a result of any use(s) of the **LEASED PREMISES** or Airport and/or the occupancy of the **LEASED PREMISES** or Airport by **COUNTY** or as a result of **COUNTY'S** failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any environmental requirements provided that **MANAGER** shall not settle or compromise any claim without prior written consent of **COUNTY**, not to be unreasonably withheld or delayed. **COUNTY'S** obligations under this Section shall survive the expiration or termination of this Agreement.

14. INSURANCE: During the term of this Agreement, MANAGER shall obtain and keep in full force and effect an airport general liability and automobile policy or policies of at least Three Million Dollars ($3,000,000) combined limit for bodily injury and property damage; provided that the COUNTY, its officers, employees, volunteers, and agents are to be named additional insureds under the policies and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by MANAGER and its subcontractors, and that no other insurance effected by COUNTY or other named insureds will be called on to cover a loss covered thereunder. **MANAGER** will also obtain and keep Worker's Compensation insurance for employees 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. **MANAGER**'s insurance shall be with insurers holding an AM Best rating of A, VII, or higher unless otherwise found acceptable by the **COUNTY**. **MANAGER** hereby grants to **COUNTY** a waiver of subrogation which any insurer of **MANAGER** may acquire against the **COUNTY** by virtue of the payment of any loss under such insurance. **MANAGER** 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. Where possible, all policies shall be endorsed so that insurer provides **COUNTY** with notice of cancellation.

MANAGER shall complete and file with the **COUNTY** prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in this section and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to **COUNTY** prior to the effective date of such cancellation.

15. PUBLIC EMPLOYEES RETIREMENT SYSTEM: In the event that **MANAGER** or any employee, agent, or subcontractor of **MANAGER** providing services under this Agreement is

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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,** **MANAGER** shall indemnify, defend, and hold harmless **COUNTY** for the payment of any employee and or employer contributions for CalPERS benefits on behalf of **MANAGER** 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 the **COUNTY.**

16. **CHANGE OF ADDRESS**: It shall be MANAGER'S responsibility to inform COUNTY of any change of address.

17. **INSPECTION**: **COUNTY** shall have the right to enter upon the **LEASED PREMISES** at all reasonable times to inspect the **LEASED PREMISES** and **MANAGER'S** operation thereon. **COUNTY** reserves the right to enter upon the **LEASED PREMISES** for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as **COUNTY** may reasonably deem desirable in connection with the development of the Airport after giving reasonable notice to MANAGER. COUNTY shall indemnify **MANAGER** against all damage (including but not limited to damage to the improvements and personal property of **MANAGER**) and loss caused to **MANAGER** and/or its agents or customers by the exercise of the rights reserved in this Section.

18. **TERMINATION PRIOR TO EXPIRATION**:

a) **COUNTY** shall have the right to terminate this Agreement, in whole or in part, on the occurrence of any of the following events:

i) Upon one hundred eighty (180) days written notice.

ii) **MANAGER'S** insolvency/bankruptcy.

ii) **MANAGER'S** material breach of any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Agreement.

iii) The abandonment of the **LEASED PREMISES.** Should this occur, **COUNTY** shall not be responsible for the custodial protection of **MANAGER'S** abandoned property, fixtures or equipment.

b) **MANAGER** shall have the right to terminate this Agreement on the occurrence of any of the following events:

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i) Upon material breach by **COUNTY** of any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Agreement.

ii) **MANAGER** shall have the right to terminate this Agreement upon one hundred eighty (180) days written notice.

iii) Damage to or destruction of all or a material part of the premises or airport facilities necessary to the operation of **MANAGER's** business.

iv) The lawful assumption by the United States, or any authorized agency thereof, of the operation, control, or use of the airport, or any substantial parts thereof, in such a manner to restrict **MANAGER** from conducting business operations for a period in excess of ninety (90) days.

19. **BREACH:** In the event of breach of this Agreement by either party, the COUNTY and MANAGER shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

20. **PARTNERSHIP DISCLAIMER**: It is mutually understood and agreed that nothing in this Agreement is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **MANAGER** as an agent or representative of the **COUNTY** for any purpose or in any manner whatsoever.

21. **NOTICES**: Any notice to the **MANAGER** shall be sufficient if sent by certified mail, postage prepaid, addressed to Airborrn Aviation Services, 5020 Macready Way, Mariposa CA 95338. Any notice to the **COUNTY** shall be sufficient if sent by certified mail, postage prepaid, addressed to **COUNTY** at Mariposa County, Director of Public Works, 4639 Ben Hur Road, Mariposa, CA 95338. The address to which the notices shall be mailed, as aforesaid, to either party may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

22. **NON-WAIVER**: Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or

other condition or covenant.

23. **SUCCESSORS AND THIRD-PARTY BENEFICIARIES**: This Agreement shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties. This Agreement shall not confer any rights or remedies upon any third-party not a party to this Agreement.

24. **ENTIRE AGREEMENT**: This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreement and understandings with respect thereto. This Agreement may only be amended by a written document duly approved and executed by the parties hereto.

25. **AUTHORIZED AGENT**: The Director of Public Works is the duly authorized agent of COUNTY for purposes of this Agreement, and as to any obligations assumed herein by MANAGER, they shall be performed only to the reasonable satisfaction of the Director of Public Works and to no other person.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY:

Merlin Jones, Chairman
Mariposa County Board of Supervisors

MANAGER:

Anthony Borreson
Airborrn Aviation Services

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

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RES. NO. 20-379

FIRST AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE

THIS FIRST AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE is made and entered into this 7th 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 Airborn Aviation Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 6, 2015, wherein **Contractor** agreed to provide airport management services; and

Whereas, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

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

1. Paragraph 6, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2020.

2. Except as herein amended, the Agreement dated October 6, 2015 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, Chairman
Mariposa County Board of Supervisors
By Marshall Long, Vice-Chair

CONTRACTOR:

Anthony Borreson

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Airborn Aviation 1st amd (RES-2022-472 : Approve an Agreement with Airborn Aviation for Airport Operation Services)

RES. NO. 21-26e

SECOND AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE

THIS SECOND AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE is made and entered into this 12th day of January 2021, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and Airborrn Aviation Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 6, 2015, wherein **Contractor** agreed to provide airport management services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated July 7, 2020 to extend the term of the Agreement to December 31, 2020; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

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

1. Paragraph 6, "TERM", is hereby amended to extend the term of the Agreement from December 31, 2020 to June 30, 2021.

2. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to December 31, 2020.

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

COUNTY OF MARIPOSA:

Marshall Long, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Anthony Borreson

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19

Attachment: Airborrn Aviation 2nd amd (RES-2022-472 : Approve an Agreement with Airborrn Aviation for Airport Operation Services)

RES. NO. 21-280

THIRD AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE

THIS THIRD AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE, is made and entered into this 18th day of May 2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Airborn Aviation Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 6, 2015, wherein **Contractor** agreed to provide airport Management Services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated July 7, 2020 to extend the term of the Agreement; and

WHEREAS, County and **Contractor** entered into a Second Amendment dated January 12, 2021 to extend the term of the Agreement; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2021.

2. Except as herein amended, the Agreement dated October 6, 2015 together with the First Amendment dated July 7, 2020 and the Second Amendment dated January 12, 2021 shall remain in full force and effect.

Attachment: Airborrn Aviation 3rd amd (RES-2022-472 : Approve an Agreement with Airborrn Aviation for Airport Operation Services)

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

Anthony Borreson

COUNTERSIGNED:
(Government Code §25103)

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Airborrn Aviation 3rd amd (RES-2022-472 : Approve an Agreement with Airborrn Aviation for Airport Operation Services)

FOURTH AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE

THIS THIRD AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE, is made and entered into this 21st day of December 2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Airborrn Aviation Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 6, 2015, wherein **Contractor** agreed to provide Airport Management Services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated July 7, 2020 to extend the term of the Agreement; and

WHEREAS, County and **Contractor** entered into a Second Amendment dated January 12, 2021 to extend the term of the Agreement; and

WHEREAS, County and **Contractor** entered into a Third Amendment dated May 18, 2021 to extend the term of the Agreement, and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2022.

2. Except as herein amended, the Agreement dated October 6, 2015, together with the First Amendment dated July 7, 2020, the Second Amendment dated January 12, 2021, and the Third Amendment dated May 18, 2021 shall remain in full force and effect.

Attachment: Airborrne Aviation 4th Amd (RES-2022-472 : Approve an Agreement with Airborrn Aviation for Airport Operation Services)

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

COUNTY OF MARIPOSA

634E8D18513
Marshall Long
ZorroSign

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

634E8D18527
ZorroSign

Anthony Borreson

COUNTERSIGNED:
(Government Code §25103)

634E8D1851D
René LaRoche
ZorroSign

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

634E8D18509
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Attachment: Airborrne Aviation 4th Amd (RES-2022-472 : Approve an Agreement with Airborrn Aviation for Airport Operation Services)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-473

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve First Amendment to Moore Twining Associates Agreement

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RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Agreement with Moore Twining Associates to Extend the Term of the Agreement to June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The original contract amount with Moore Twining Associates was approved for $135,000. At the end of FY 21/22 there remained a balance of approximately $90,000.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 22, 2021, Resolution 2021-371 the Board approved an agreement with Moore Twining. The Public Works Department contracts with Moore Twinning Associates to provide chemical analysis services in support of the Divisions of Utilities and Facilities. These annual water and waste chemical analysis requirements are mandated by the State in the operation and maintenance of our water and wastewater utility systems as well as water quality monitoring requirements during road and bridge construction projects.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action would further delay the processing and payment of currently received invoicing from Moore Twinning Associates.

FINANCIAL IMPACT:
No impact to GF

ATTACHMENTS:
Moore Twining 1st amd LH (DOCX)
Moore Twining 21-048 Agreement (PDF)

REF ID# 13212

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
EXCUSED: Miles Menetrey

FIRST AMENDMENT TO AGREEMENT FOR CHEMICAL ANALYSIS AT VARIOUS COUNTY FACILITIES

THIS FIRST AMENDMENT TO AGREEMENT FOR CHEMICAL ANALYSIS AT VARIOUS COUNTY FACILITIES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Moore Twining Associates, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated June 22, 2021, wherein **Contractor** agreed to provide chemical analysis services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2023.

Except as herein amended, the Agreement dated June 22, 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	Moore Twining Associates
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Moore Twining 1st amd LH (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-371

MEETING: June 22, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve an Agreement with Moore Twining Laboratories

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Moore Twining Laboratories Inc. in an Amount Not To Exceed $135,000 to Provide State Certified Lab Chemical Analysis for Various Utilities and Facilities Throughout the County; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Public Works maintains numerous Water and Wastewater systems for Special Districts as well as several County facilities. The County is required by the State to take periodic water and wastewater samples and have them tested by a State Certified Laboratory for bacterial, mineral, and chemical content.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Public Works has entered in prior agreements and has been extremely satisfied with the work and service produced by Moore Twining Laboratories. This lab service is also used by the Roads Division for soils analysis as well as to satisfy State Reporting Requirements at the County Landfill and Recycling Center.

This vendor has performed these services successfully for the County for roughly a decade.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement and Public Works will have to conduct an extensive search for another certified professional service provider willing to provide the same level of service and reliability at unknown quality or cost, potentially putting County systems out of compliance with State Regulatory requirements.

FINANCIAL IMPACT:
Funding for the cost of this Agreement is budgeted in several budgets that are managed by the Public Works Department in the Requested/Recommended Fiscal Year 2019-20 Budget.

ATTACHMENTS:
Moore Twining 21-048 Various.doc (PDF)

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

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

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

21-047

AGREEMENT FOR CHEMICAL ANALYSIS AT VARIOUS COUNTY FACILITIES

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of June, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Moore Twining Associates ("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, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform chemical analysis at various county facilities 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 $135,000. Contractor's rates are listed in Exhibit B, "Cost Proposal." 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

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

$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

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

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.

4. 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)

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

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:

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

CONTRACTOR:
Moore Twining Associates
2527 Fresno St.
Fresno, CA 93721
559.268.7021

COUNTY:
Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon Thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

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.

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

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

COUNTY OF MARIPOSA

Marshall Long
zorrosign 518759A5BAF

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Derek Ramirez
zorrosign 518759A5BD7

Moore Twining Associates

COUNTERSIGNED:
(Government Code §25103)

René LaRoche
zorrosign 518759A5BCD

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
zorrosign 518759A5B9B

Steven W. Dahlem
County Counsel

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

MOORE TWINING ASSOCIATES, INC.

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

California ELAP Certificate #1371

Analytical Services Quotation

Darryl Nielsen
Mariposa County
Analytical Services 2021 to 2022

Printed: 05/19/21
Effective: 07/01/21
Expires: 06/30/22

Group Analysis Details

Cation/Anion Balance Group (Diss) consists of:

Alkalinity by SM2320B	Calcium Dissolved EPA 200.7	Cation/Anion Balance	Chloride by EPA 300.0
EC by SM2510B	Magnesium Dissolved EPA 200.7	Nitrate as N by EPA 300.0	pH - Water
Potassium Dissolved EPA 200.7	Sodium Dissolved EPA 200.7	Sulfate by EPA 300.0	

Fecal Coliform in Soil consists of:

Soil - Fecal Coliform	Moisture

Title 22 consists of:

Dioxin (DW) by 1613 (Sub)	504.1 DBCP, EDB	505	515.3 (Sub)
1,2,3-TCP by SRL-524M	524.2	525.2	531.2 Title 22 (Sub)
547 Title 22 (Sub)	548.1 Title 22 (Sub)	Alkalinity by SM2320B	Aluminum Total EPA 200.7
Antimony Total EPA 200.8	Arsenic Total EPA 200.8	Asbestos (DW) by EPA 100.2 (Sub)	Barium Total EPA 200.7
Beryllium Total EPA 200.7	Cadmium Total EPA 200.7	Calcium Total EPA 200.7	Chloride by EPA 300.0
Chromium Total EPA 200.7	Color (Apparent) by SM 2120B	Copper Total EPA 200.7	Cyanide by SM 4500CN-E
549.2 - Diquat (Sub)	EC by SM2510B	Fluoride by EPA 300.0	Gross Alpha (DW) (Sub)
Iron Total EPA 200.7	Langelier Index (Calc)	Lead Total EPA 200.8	Magnesium Total EPA 200.7
Manganese Total EPA 200.7	Mercury Total EPA 200.8	MBAS by SM 5540C	Nickel Total EPA 200.7
Nitrate as N by EPA 300.0	Nitrite-N by EPA 300.0	Odor by SM 2150B	Perchlorate by EPA 314.0 (Sub)
pH - Water	Potassium Total EPA 200.7	Selenium Total EPA 200.8	Silver Total EPA 200.7
Sodium Total EPA 200.7	Sulfate by EPA 300.0	Thallium Total EPA 200.8	PA
TDS	Turbidity by EPA 180.1	Zinc Total EPA 200.7	

GM - Totals consists of:

Alkalinity by SM2320B	Calcium Total EPA 200.7	Chloride by EPA 300.0	Copper Total EPA 200.7
EC by SM2510B	Iron Total EPA 200.7	Langelier Index (Calc)	Magnesium Total EPA 200.7
Manganese Total EPA 200.7	MBAS by SM 5540C	pH - Water	Potassium Total EPA 200.7
Sodium Total EPA 200.7	Sulfate by EPA 300.0	TDS	Zinc Total EPA 200.7

GM - Mariposa County consists of:

Alkalinity by SM2320B	Calcium Total EPA 200.7	Cation/Anion Balance	Chloride by EPA 300.0
Copper Total EPA 200.7	EC by SM2510B	Iron Total EPA 200.7	Langelier Index (Calc)
Magnesium Total EPA 200.7	Manganese Total EPA 200.7	MBAS by SM 5540C	Nitrate as N by EPA 300.0
pH - Water	Potassium Total EPA 200.7	Sodium Total EPA 200.7	Sulfate by EPA 300.0
TDS	Zinc Total EPA 200.7		

General Physical Title 22 consists of:

Color (Apparent) by SM 2120B	Odor by SM 2150B	Turbidity by EPA 180.1

Inorganic Chemicals - Totals Title 22 consists of:

Aluminum Total EPA 200.8	Antimony Total EPA 200.8	Arsenic Total EPA 200.8	Barium Total EPA 200.8
Beryllium Total EPA 200.8	Cadmium Total EPA 200.8	Chromium Total EPA 200.8	Cyanide by SM 4500CN-E
Fluoride by EPA 300.0	Lead Total EPA 200.8	Mercury Total EPA 200.8	Nickel Total EPA 200.8
Nitrate as N by EPA 300.0	Nitrite-N by EPA 300.0	Perchlorate by EPA 314.0 (Sub)	Selenium Total EPA 200.8
Silver Total EPA 200.8	Thallium Total EPA 200.8		

Lead and Copper (DW) consists of:

Copper Total EPA 200.8	Lead Total EPA 200.8

Priority Pollutants - Twining consists of:

608	624	625	Antimony Total EPA 200.7
Arsenic Total EPA 200.8	Asbestos (WW) by EPA 100.2 (Sub)	Beryllium Total EPA 200.7	Cadmium Total EPA 200.7
Chromium, Hexavalent by 218.6 (Sub)	Chromium Total EPA 200.7	Copper Total EPA 200.7	Cyanide by SM 4500CN-E
Dioxin/Furans by 1613 (Sub)	Lead Total EPA 200.8	Mercury Total EPA 7470A	Nickel Total EPA 200.7
Selenium Total EPA 200.8	Silver Total EPA 200.7	Thallium Total EPA 200.8	Zinc Total EPA 200.7

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

MOORE TWINING ASSOCIATES, INC.

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

California ELAP Certificate #1371

Analytical Services Quotation

Darryl Nielsen
Mariposa County
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Secondary/GP consists of:

Alkalinity by SM2320B	Calcium Total EPA 200.7	Chloride by EPA 300.0	Color (Apparent) by SM 2120B
Copper Total EPA 200.7	EC by SM2510B	Iron Total EPA 200.7	Magnesium Total EPA 200.7
Manganese Total EPA 200.7	MBAS by SM 5540C	Odor by SM 2150B	pH - Water
Silver Total EPA 200.7	Sodium Total EPA 200.7	Sulfate by EPA 300.0	TDS
Turbidity by EPA 180.1	Zinc Total EPA 200.7		

Standard Minerals - Mariposa County consists of:

Alkalinity by SM2320B	Calcium Total EPA 200.7	Cation/Anion Balance	Chloride by EPA 300.0
EC by SM2510B	Iron Total EPA 200.7	Magnesium Total EPA 200.7	Manganese Total EPA 200.7
Nitrate as N by EPA 300.0	Potassium Total EPA 200.7	Sodium Total EPA 200.7	Sulfate by EPA 300.0
TDS			

Storm Water Analysis consists of:

EC by SM2510B	Oil & Grease 1664A	pH - Water	TSS

Total Nitrogen consists of:

Nitrate as N by EPA 300.0	Nitrite-N by EPA 300.0	TKN

Uranium Total EPA 200.8 consists of:

Uranium Total EPA 200.8 (Analysis Only)

All sample containers, coolers, blue ice, and Chain-of-Custody paperwork is included at no addtional charge.

Courier service is provided as a courtesy and without charge to the County on Mondays only. The courier will arrive no later than 2:00 pm and will be instructed to not wait more than 15 minutes for samples before leaving. If Monday is a Holiday, then another day can be worked out for pick up at no charge.

If an additional courier is needed during the week, then the MTA Project Manager and / or Sample Control Supervisor must be notified in writing at least 24 hours in advance to schedule the pick-up. A second weekly pick-up will not be automatic, but it can be scheduled in advance. A phone call to the courier to request a pick-up will not be acceptable. This additional courier pick-up will be charged at $65.00.

Due to additional preparation required for the analysis, the MTA Project Manager and / or Sample Control Supervisor must be notified in writing at least 24 hours in advance for the analysis of Fecal Coliform in Soil.

If a courier pick-up is scheduled and MTA arrives and there are no samples, then a $125 courier fee will be charged to cover driver and vehicle expenses.

Project Manager: Julio Morales - (559) 268-721 or juliom@mooretwining.com
Sample Control Supervisor: Greg Betts - (559) 268-7021 or gregb@mooretwining.com

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Pricing Summary

Parameter	Method	TAT (days)	Unit Price
Water			
1,2,3-TCP by SRL-524M	SRL 524M	10	$78.50
524 - MTBE	EPA 524.2	10	$100.00
524 - Total Trihalomethanes (TTHM)	EPA 524.2	10	$100.00
524 - Volatile Organic Compounds	EPA 524.2	10	$105.00
525 - Semivolatile Organic Compounds	EPA 525.2	10	$157.50
525 - Semivolatile Organic Compounds - Short List	EPA 525.2	10	$157.50
549 - Diquat	EPA 549.2	10	$95.00
552 - HAA5	EPA 552.2	10	$145.00
624.1 - Volatile Organic Compounds	EPA 624.1	10	$105.00
8141 - Organophosphorus Pesticides (Sub)	EPA 8141A	10	$157.50
8151 - Chlorinated Herbicides	EPA 8151A	10	$105.00
8260 - Volatile Organic Compounds	EPA 8260B	10	$105.00
8270 - Semivolatile Organic Compounds	EPA 8270C	10	$210.00
Alkalinity	SM 2320 B	10	$32.00
Aluminum, Total	EPA 200.7	10	$13.00
Aluminum, Total	EPA 200.8	10	$14.00
Aluminum, Total	EPA 6010B	10	$16.00
Ammonia as Nitrogen (NH3-N)	EPA 350.1	10	$26.00
Antimony, Total	EPA 200.7	10	$13.00
Antimony, Total	EPA 200.8	10	$14.00
Antimony, Total	EPA 6010B	10	$16.00
Arsenic, Total	EPA 200.7	10	$13.00
Arsenic, Total	EPA 200.8	10	$14.00
Arsenic, Total	EPA 6010B	10	$16.00
Asbestos (Sub)	EPA 100.2	15	$175.00
Barium, Total	EPA 200.7	10	$13.00
Barium, Total	EPA 200.8	10	$14.00
Barium, Total	EPA 6010B	10	$16.00
Beryllium, Total	EPA 200.7	10	$13.00
Beryllium, Total	EPA 200.8	10	$14.00
Beryllium, Total	EPA 6010B	10	$16.00
Biochemical Oxygen Demand (BOD[5])	SM 5210 B	10	$36.50
Cadmium, Total	EPA 200.7	10	$13.00
Cadmium, Total	EPA 200.8	10	$14.00
Cadmium, Total	EPA 6010B	10	$16.00
Calcium, Total	EPA 200.7	10	$13.00
Calcium, Total	EPA 6010B	10	$16.00
Cation/Anion Balance (Group)	varies	10	$155.00
Chemical Oxygen Demand (COD)	SM 5220 D	10	$28.50
Chloride	EPA 300.0	10	$15.00
Chlorine Residual (Client Supplied)	-	10	$0.00
Chromium, Total	EPA 200.7	10	$13.00
Chromium, Total	EPA 200.8	10	$14.00
Chromium, Total	EPA 6010B	10	$16.00
Cobalt, Total	EPA 200.7	10	$13.00

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Water			
Cobalt, Total	EPA 200.8	10	$14.00
Cobalt, Total	EPA 6010B	10	$16.00
Copper, Total	EPA 200.7	10	$13.00
Copper, Total	EPA 200.8	10	$14.00
Copper, Total	EPA 6010B	10	$16.00
Courier Service I (0-50 Miles)	-	10	$65.00
Cyanide	SM 4500-CN E	10	$26.00
Electrical Conductivity (EC)	SM 2510 B	10	$20.00
Enterrococcus	Enterolert	10	$78.50
Full Title 22	varies	10	$2,000.00
General Mineral	varies	10	$145.00
General Mineral - Mariposa County	varies	10	$145.00
General Physical	Varies	10	$35.00
Gross Alpha - DW (Sub)	EPA 900.0	30	$57.50
Gross Alpha - WW (Sub)	EPA 900.0	30	$105.00
Heterotrophic Plate Count (HPC)	SM 9215 B	10	$26.00
Inorganic Chemicals 22 CCR 64431A	varies	10	$190.00
Iron, Total	EPA 200.7	10	$13.00
Iron, Total	EPA 200.8	10	$14.00
Iron, Total	EPA 6010B	10	$16.00
Iron-Related Bacteria (IRB) - M121 (Sub)	M121	15	$200.00
Lead and Copper (DW)	Varies	10	$27.50
Lead, Total	EPA 200.7	10	$13.00
Lead, Total	EPA 200.8	10	$14.00
Lead, Total	EPA 6010B	10	$16.00
Magnesium, Total	EPA 200.7	10	$13.00
Magnesium, Total	EPA 6010B	10	$16.00
Manganese, Total	EPA 200.7	10	$13.00
Manganese, Total	EPA 200.8	10	$14.00
Manganese, Total	EPA 6010B	10	$16.00
Mercury, Total by CVA	EPA 7470A	10	$50.00
Molybdenum, Total	EPA 200.7	10	$13.00
Molybdenum, Total	EPA 200.8	10	$14.00
Molybdenum, Total	EPA 6010B	10	$16.00
Nickel, Total	EPA 200.7	10	$13.00
Nickel, Total	EPA 200.8	10	$14.00
Nickel, Total	EPA 6010B	10	$16.00
Nitrate as N	EPA 300.0	10	$15.00
Nitrite as N	EPA 300.0	10	$15.00
Odor	SM 2150 B	10	$15.00
Oil & Grease, Total (HEM)	EPA 1664A	10	$42.00
pH - Water	SM 4500-H B	10	$20.00
Phosphorus, Total (TKP)	EPA 365.4	10	$26.00
Potassium, Total	EPA 200.7	10	$13.00
Potassium, Total	EPA 6010B	10	$16.00

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Parameter	Method	TAT (days)	Unit Price
Water			
Priority Pollutants - 40 CFR 136	varies	10	$1,300.00
Radium 226 (Sub)	EPA 903.1	30	$125.00
Radium 228 (Sub)	EPA 904.0	30	$125.00
Sampling Services I (0-50 Miles)	-	10	$40.00
Sampling Services/Pick-up I (0-50 Miles)	-	10	$75.00
Secondary/GP	varies	10	$130.00
Selenium, Total	EPA 200.7	10	$13.00
Selenium, Total	EPA 200.8	10	$14.00
Selenium, Total	EPA 6010B	10	$16.00
Settleable Matter	SM 2540 F	10	$15.00
Silver, Total	EPA 200.7	10	$13.00
Silver, Total	EPA 200.8	10	$14.00
Silver, Total	EPA 6010B	10	$16.00
Sodium, Total	EPA 200.7	10	$13.00
Sodium, Total	EPA 6010B	10	$16.00
Standard Minerals - Mariposa County	varies	10	$145.00
Storm Water Analysis	varies	10	$125.00
Sulfate	EPA 300.0	10	$15.00
Sulfide	SM 4500-S= F	10	$33.00
Thallium, Total	EPA 200.7	10	$13.00
Thallium, Total	EPA 200.8	10	$14.00
Thallium, Total	EPA 6010B	10	$16.00
Tin, Total	EPA 6010B	10	$16.00
Total Coliform & E. Coli (DW P/A)	SM 9223	10	$21.00
Total Coliform & E. Coli (MPN)	SM 9223 B	10	$36.50
Total Coliform, Fecal & E. Coli (3x5 MTF)	SM 9221	10	$42.00
Total Coliform, Fecal & E. Coli (DW 1x10 MTF)	SM 9221	10	$32.00
Total Dissolved Solids (TDS)	SM 2540 C	10	$15.00
Total Kjeldahl Nitrogen (TKN)	EPA 351.2	10	$35.00
Total Nitrogen	varies	10	$60.00
Total Organic Carbon (TOC)	SM 5310 B	10	$45.00
Total Suspended Solids (TSS)	SM 2540 D	10	$13.00
Turbidity	EPA 180.1	10	$15.00
Uranium by EPA 908.0 (Sub)	EPA 908.0	10	$105.00
Uranium, Total Alpha	Varies	10	$20.00
Vanadium, Total	EPA 200.7	10	$13.00
Vanadium, Total	EPA 200.8	10	$14.00
Vanadium, Total	EPA 6010B	10	$16.00
Zinc, Total	EPA 200.7	10	$13.00
Zinc, Total	EPA 200.8	10	$14.00
Zinc, Total	EPA 6010B	10	$16.00
Soil			
8141 - Organophosphorus Pesticides (Sub)	EPA 8141A	10	$157.50
8151 - Chlorinated Herbicides	EPA 8151A	10	$105.00

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Pricing Summary

Parameter	Method	TAT (days)	Unit Price
Soil			
8260 - Volatile Organic Compounds	EPA 8260B	10	$105.00
8270 - Semivolatile Organic Compounds	EPA 8270C	10	$210.00
Ammonia as Nitrogen (NH3-N)	EPA 350.1	10	$26.00
Antimony, Total	EPA 6010B	10	$16.00
Arsenic, Total	EPA 6010B	10	$16.00
Barium, Total	EPA 6010B	10	$16.00
Beryllium, Total	EPA 6010B	10	$16.00
Cadmium, Total	EPA 6010B	10	$16.00
Chromium, Total	EPA 6010B	10	$16.00
Cobalt, Total	EPA 6010B	10	$16.00
Copper, Total	EPA 6010B	10	$16.00
Courier Service I (0-50 Miles)	-	10	$65.00
Fecal Coliform in Soil	Varies	10	$73.00
General Mineral	varies	10	$145.00
Lead, Total	EPA 6010B	10	$16.00
Mercury, Total by CVA	EPA 7471A	10	$50.00
Molybdenum, Total	EPA 6010B	10	$16.00
Nickel, Total	EPA 6010B	10	$16.00
Phosphorus, Total (TKP)	SM 4500-P	10	$26.00
Salmonella in Soil (Sub)	EPA 1682	10	$300.00
Sampling Services I (0-50 Miles)	-	10	$40.00
Sampling Services/Pick-up I (0-50 Miles)	-	10	$75.00
Selenium, Total	EPA 6010B	10	$16.00
Silver, Total	EPA 6010B	10	$16.00
Solids, Dry Weight	% Calculation	10	$20.00
Thallium, Total	EPA 6010B	10	$16.00
Tin, Total	EPA 6010B	10	$16.00
Total Kjeldahl Nitrogen (TKN)	SM 4500-N	10	$35.00
Total Nitrogen	varies	10	$60.00
Vanadium, Total	EPA 6010B	10	$16.00
Zinc, Total	EPA 6010B	10	$16.00

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If you have any questions, please feel free to call us at the number listed above. We look forward to earning your business.

Sincerely,

Moore Twining Associates, Inc.

Derek Ramirez
zorrosign 518759A5BE2

Derek Ramirez
Laboratory Director
06/22/2021

Approval as to Legal Form:

Steven W. Dahlem
zorrosign 518759A5BA6

Steven W. Dahlem

Accepted by: Marshall Long
zorrosign 518759A5BBA

~~Darryl Nielsen~~ **Marshall Long, Board Chair**
Mariposa County

Date: 06/22/2021

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 8/11/2020

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 SUBROGATIONS 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
ISU INS SERV - BC ENV BROKERAGE
1037 Suncast Ln Ste 103
El Dorado Hills, CA 95762

CONTACT NAME: DINA ATHEY
PHONE (A/C, No, Ext): (916) 939-1080 FAX (A/C, No): (916) 939-1085
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A:	ADMIRAL INSURANCE COMPANY	24856
INSURER B:	EVANSTON INSURANCE COMPANY	35378
INSURER C:	Great American Ins. Co. of NY	22136
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
MOORE TWINING ASSOCIATES, INC.
2527 FRESNO STREET

FRESNO, CA 93721

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X CONT. POLLUTION X X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			FEI-ECC-16904-07	07/27/20	07/27/21	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N / N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	E&O LIAB.			MKLV7PL0004297	07/27/20	07/27/21	$5,000,000 OCCURRENCE	
	CLAIMS MADE			RETRO 10/5/1981			$5,000,000 AGGREGATE	
C	PROPERTY			MAC337911810	06/15/20	06/15/21	SPECIAL FORM INC. THEFT	

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

RE: ALL OPERATIONS
THE COUNTY, ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS HAVE BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY. PRIMARY COVERAGE APPLIES.
(BLANKET ENDORSEMENTS ATTACHED)

CERTIFICATE HOLDER

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS
ATTN: PETER N. REI
4639 BEN HUR ROAD
MARIPOSA. CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

Moore Twining Associates, Inc.
Endorsement Number: 28

Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

This endorsement, effective 7/27/2020 attaches to and forms a part of Policy Number FEI-ECC-16904-07. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of $Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   1. Your acts or omissions; or
   2. The acts or omissions of those acting on your behalf;
   in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
   This insurance does not apply to "bodily injury" or "property damage" occurring after:
   1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

Moore Twining Associates, Inc.
Endorsement Number: 41

Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 7/27/2020 attaches to and forms a part of Policy Number FEI-ECC-16904-07. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of $Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

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TWINLAB-01 SMOLLECK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/8/2021

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

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

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC P.O. Box 5479 Fresno, CA 93755-5479	CONTACT NAME: Sandra Molleck PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: sandra.molleck@dibu.com
INSURED Moore Twining Associates, Inc. P.O. Box 1472 Fresno, CA 93716	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Nationwide Mutual Insurance Company — 23787 INSURER B : State Compensation Insurance Fund — 35076 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		ACP3057734643	6/14/2021	7/27/2021	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 $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		923042221	5/1/2021	5/1/2022	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)

When required by written contract the certificate holder, is listed as Additional Insured with a Waiver of Subrogation and Primary Non Contributory Clause on the Commercial Automobile per attached AC 70 05 03 16. Waiver of Subrogation applies on the Workers Compensation per attached SCIF Form 10217 (REV.7-2014)

Insured: 30 day Notice of Cancellation/10 day Non Payment

SEE ATTACHED ACORD 101

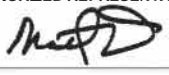
CERTIFICATE HOLDER

County of Mariposa Department of Public Works
attn: Mohamed Cader
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: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

AGENCY CUSTOMER ID: TWINLAB-01 SMOLLECK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0E02096	NAMED INSURED
DiBuduo & DeFendis Insurance Brokers, LLC		Moore Twining Associates, Inc. P.O. Box 1472 Fresno, CA 93716
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:
Coverage is subject to all policy terms, conditions, limitations and exclusions.

The County of Mariposa, its officers, employees, volunteers and agents are listed additional insured respects to auto liability per form AC70050316

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

A. Effect of This Endorsement
B. Newly Acquired or Formed Entities
C. Employees as Insureds – Nonowned Autos
D. Additional Insured by Contract, Permit or Agreement
E. Supplementary Payments – Bail Bonds
F. Supplementary Payments – Loss of Earnings
G. Personal Effects and Property of Others Extension
H. Prejudgment Interest Coverage
I. Fellow Employee – Officer, Managers and Supervisors
J. Hired Auto Physical Damage
K. Temporary Substitute Autos – Physical Damage Coverage
L. Expanded Towing Coverage
M. Auto Loan or Lease Coverage
N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
O. Deductible Amendments
P. Rental Reimbursement Coverage
Q. Expanded Transportation Expense
R. Extra Expense – Stolen Autos
S. Physical Damage Limit of Insurance
T. New Vehicle Replacement Cost
U. Physical Damage Coverage Extension
V. Transfer of Rights of Recovery Against Others To Us
W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
X. Hired Car Coverage Territory
Y. Emergency Lock Out
Z. Cancellation Condition

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

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COMMERCIAL AUTO
AC 70 05 03 16

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(2) Up to $2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The. Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding $250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:
   c. We will pay up to $500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

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H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of $100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;
b. Repair;
c. Servicing;
d. "Loss"; or
e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

1. We will pay up to:
   a. $100 for a covered "auto" you own of the private passenger type, or
   b. $500 for a covered "auto" you own that is not of the private passenger type,

   for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of $500 for early termination fees or penalties, for your covered "auto" less:
   a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
   b. Any:
      1) Overdue lease/loan payments at the time of the "loss";
      2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
      3) Security deposits not refunded by a lessor;
      4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

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5) Carry-over balances from previous leases.

2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
   b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.
   b. $75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a

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covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

c. We will pay for up to $5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

S. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
   a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
   b. The cost of repairing or replacing the damaged or stolen property.
2. $1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
   a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
   b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
   c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:
   a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
   b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

   In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:
   a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
   b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
   c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

   We will not pay for initiation or set up costs associated with loans or leases

   As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-

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ously titled and which you purchased less than 365 days before the date of the "loss".

U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is $50 per day, to a maximum of $1,500. The insurance provided by this provision is excess over any other collectible insurance.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory GeneralConditionss replaced by the following:

(5) Anywheren the worldif a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to $100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto" , or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

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4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

Includes copyrighted material of Insurance Services Office, Inc., with its permission

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

REP 04
9230422-21
RENEWAL
NE
2-70- -

EFFECTIVE MAY 1, 2021 AT 12.01 A.M.
AND EXPIRING MAY 1, 2022 AT 12.01 A.M.

MOORE TWINING ASSOCIATES, INC.
PO BOX 1472
FRESNO, CA 93716

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: APRIL 27, 2021

2572

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

SCIF FORM 10217 (REV.7-2014)

Attachment: Moore Twining 21-048 Agreement (RES-2022-473 : Approve First Amendment to Moore Twining Associates Agreement)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-474

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action Transferring Funds from CSA-3 to Bootjack Water Tank ($201,000)

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Transferring Funds from CSA-3 to the Bootjack Water Tank Project Fund to Pay Final Construction Invoices, Retention and Labor Costs ($201,000).

This transfer, as well as two previous transfers from CSA-3, are part of the county share to a grant obtained by RCD.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On December 22, 2020 Resolution 2020-737 the Board approved a Budget Action transferring funds from CSA-3 to fund 5574 - Bootjack Water Tank Project.

On June 1, 2021 Resolution 2021-320 the Board approved a Budget Action transferring funds from CSA-3 to fund 5574 - Bootjack Water Tank Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would delay paying the contractor and billing for staff time until the Board provided alternative direction.

FINANCIAL IMPACT:
Ther is no impact to GF through this transfer.

ATTACHMENTS:
Budget Action - FY21-22 Fund 5574 Xfr In from CSA-3 (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
EXCUSED: Miles Menetrey

REF ID# 13230

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3310	107	60201	Miscellaneous Expense			$201,000
3310	107	80111	Transfer Out		$201,000	
5574	350	49101	Transfer In - General		($201,000)	
5574	350	70331	Other Infrastructure		$201,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$201,000	$201,000

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: 7/29/22

APPROVED BY RES NO. _____ CLERK _____ DATE

5574 Bootjack Water Tank

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY21-22 Fund 5574 Xfr In from CSA-3 (RES-2022-474 : Approve Budget Action Transferring Funds from CSA-3 to

MARIPOSA COUNTY

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

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts from Departmental Presentation Portion of the August 16Th, 2022, Meeting

---

Handouts from the Departmental Presentation Portion of the August 16, 2022, Meeting:

– Maryanne Huff - Handout of events in North County.

ATTACHMENTS:
Maryanne Huff - Handout of events for Coulterville (PDF)

RESULT: INFORMATION RECEIVED

Attachment: Maryanne Huff - Handout of events for Coulterville (13459 : Handouts from Departmental Presentation Portion of the August 16Th,

COYOTEFEST - 2022 | SAT SEPT 24 10AM-5PM

CLASSIC CAR SHOW

HISTORIC DOWNTOWN
Coulterville California

ENTRY $35

Special Guest Appearance
Marilyn.von.piston

10 Awards
Live Music
Food & Vendors!!!
Goodie Buckets for all pre~registered Cars



CALL: 510 507-2303 WWW.COYOTEFEST.ORG BENIFITING NMC HISTORY CENTER

Attachment: Maryanne Huff - Handout of events for Coulterville (13459 : Handouts from Departmental Presentation Portion of the August 16Th,

ALLIED AUTO STORES

Jourdan's BLONDE BOMBSHELL BOUTIQUE THE TRIPLE 8

Coulterville Hot Rod & Classic Car Show September 24, 2022

Car Show Registration Form

Registrations: 7:30 a.m.- 9:00 a.m.

Judging: 11:00 a.m. - 2:00 p.m.

$35 Pre-Registration

Come join us for CoyoteFest, our Annual Coyote Howl and Car Show on

Saturday, September 24, 2022

Early Registrants receive: Dead line for early registrations Aug,15th

Goody bucket, VIP coffee and donut, downtown access & parking

Note: Day of Registration Fee is $40.00 and does not include goody bucket

$25 T-Shirt Pre-Order

Note: Order deadline is August 1st, 2022

Size: XXXL ____ XXL ____ XL ____ L ____ M ____ S ____

Name: _____

Address: _____

City: _____ ZIP: _____

Year/Make/Model: _____

Club Name: _____

Contact Phone: (____) _____ - _____

E-Mail: _____

The Northern Mariposa County History Center and its affiliates, sponsors, and members are not liable for any

damage to vehicles, equipment, or persons. By signing this form, you are accepting full responsibility. No reserved parking.

Signature: _____

Date: _____

Do you want to be in the parade? (Circle One) Yes or No (Dead line August 1st)

Also included in day's event are 50/50 Raffle and Ten (10) Awards

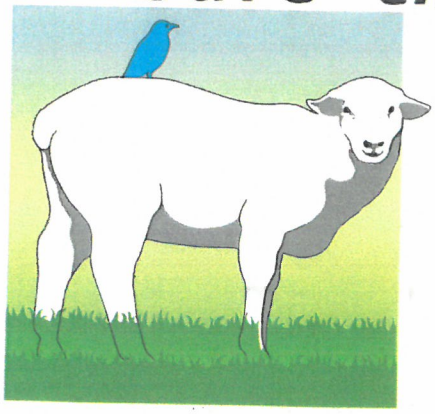
Make check payable to: Northern Mariposa County History Center (NMCHC)

Mail to Coulterville Car Show P. O. Box 333 Coulterville, CA 95311 Contact: coultervillecarshow@yahoo.com and/or Shelly Shaw (510) 507-2303

Attachment: Maryanne Huff - Handout of events for Coulterville (13459 : Handouts from Departmental Presentation Portion of the August 16Th,



Save the Date



Coulterville
Farm and Ranch Tour
October 15, 2022
10 AM to 5 PM

- Four locations + Northern Mariposa History Center
- Vendors, artists, community groups, demonstrations
- Watch our web site for updates
- MariposaFarmsAndRanches.com

A project of the Mariposa Agri-Nature Association

Attachment: Maryanne Huff - Handout of events for Coulterville (13459 : Handouts from Departmental Presentation Portion of the August 16Th,

More info about the tour

Mariposa CA
A simpler time
An unforgettable place

- Four locations in the Coulterville and Greeley Hill area
- Maps and direction will be provided on the web site
- Printed maps will also be available
- Visit locations in any order
- Some locations may schedule specific demonstrations
- The tour is free of charge

Mariposa Agri-Nature Association

PO Box 388

Mariposa, CA 95338

Attachment: Maryanne Huff - Handout of events for Coulterville (13459 : Handouts from Departmental Presentation Portion of the August 16Th,

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: August 16, 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

---

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)

RESULT: WITHDRAWN

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
INSURED YOSEM02 Yosemite Falls, Inc. Mark Harris P.O. Box 1808 Mariposa CA 95338	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 :

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 CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CP0987855	10/1/2021	10/1/2022	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	N	N	CA0987855	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			UM0987855	10/1/2021	10/1/2022	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	SAWKPIH00851901	4/1/2022	4/1/2023	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)
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

Administration · 966-3222

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Public Finance Corporation Meeting

RECOMMENDED ACTION AND JUSTIFICATION:

Rescind Resolution 97-2; Approve Amendments to the Public Finance Corporation Bylaws; and Adopt a Resolution Specifying the Board Chambers as the Meeting Place for the Corporation.

The Public Finance Corporation Bylaws and Resolution 97-2 specify the courthouse as the location of offices and regular meetings. The amendments and resolution proposed here would update the location to the board chambers at 5100 Bullion Street in Mariposa. The amendment also removes the requirement to read the mailed notice of the meeting as such notices are no longer sent.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Mariposa County Public Finance Corporation was established on July 1, 1997. It has been required to meet at least annually since that time.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Corporation will be out of compliance with its meeting location if the amended bylaws and resolution are not approved.

ATTACHMENTS:
Public Finance Corp Bylaws - 1997 (PDF)
Public Finance Corp Meeting Resolution (DOCX)
Public Financing Corporation Bylaws Revision (DOCX)

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

MARIPOSA COUNTY BOARD OF SUPERVISORS | **AGENDA ACTION FORM** | **AGENDA DATE:** 7-1-97 | **AGENDA ITEM NO.:** 6

DEPARTMENT: Public Works **By**: Michael D. Edwards, Public Works Director **Phone**: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes __ No X)

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION:

Approve and adopt the following documents related to financing of the Government Center/Fleet Maintenance shop projects:

1. Resolution No. 97-1, A Resolution Adopting Bylaws;
2. Bylaws of the Corporation;
3. Resolution No. 97-2, A Resolution Appointing Time and Place of Regular Meetings;
4. Resolution No. 97-3, A Resolution Approving and Authorizing Execution and Filing of Exemption Application to State Franchise Tax Board;
5. Resolution No. 97-4, A Resolution Approving and Authorizing Execution and Filing of Various Federal Forms; and
6. Resolution No. 97-5, A Resolution Approving, Authorizing and Directing Execution of Certain Lease Financing Documents, and Authorizing and Directing Certain Actions With Respect Thereto.

See letter from bond counsel, David Oster, of Jones Hall, who will be present to address questions (Attachment #1).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously taken several actions related to application to the Rural Development Administration (RDA) for financing of these projects.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action; we will not be able to obtain the necessary financing as the RDA will not approve the closing of the loan.

COSTS: (X) Not Applicable

A. Budgeted current FY> $_____
B. Total anticipated Costs> $_____
C. Required additional funding> $_____
D. Internal transfers> $_____

COSTS: ( ) 4/5th Vote Required

A. Unanticipated revenues> $_____
B. Reserve for contingencies> $_____
C. Source description: >_____

Balance in Reserve Contingencies, If Approved:
$_____

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

1. Letter from David Oster, Bond Counsel
2. Resolution No. 97-1
3. Bylaws of the Corporation
4. Resolution No. 97-2
5. Resolution No. 97-3
6. Resolution No. 97-4
7. Resolution No. 97-5

CLERK'S USE ONLY 97-1, 97-2, 97-3, 97-4, 97-5

Res. No.: PFC 97-1 Ord. No.: _____
Vote - Ayes: 4 Noes: _____
Absent: Reilly Abstained: _____
☒ Approved ☐ Denied
☐ Minute Order Attached ☐ No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office
Date:
ATTEST: _____
MARGIE WILLIAMS, Clerk of the Board
By: _____
Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on agenda as:

✓ Recommended
_____ Not Recommended
_____ For Policy Determination
_____ Submitted with Comment
_____ Returned for Further Action

Comment: _____

C.A.O. Initials: _____

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION RESOLUTION NO. 97-1

A RESOLUTION ADOPTING BYLAWS

RESOLVED, by the Board of Directors of the Mariposa County Public Financing Corporation, that the Bylaws of the Mariposa County Public Financing Corporation, in the form hereto attached and incorporated herein by reference, are hereby adopted and approved and shall stand as the Bylaws of this Corporation until valid amendment thereof.

****

PASSED and ADOPTED this 1st day of July, 1997, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES: Balmain, Stewart, Parker, Pickard

NOES: None

ABSENT: Reilly

ABSTAINED: None

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

Robert K. Stewart
President
Board of Directors

[S E A L]

ATTEST:

Rhonda Scherf - Deputy
~~MARGIE WILLIAMS~~,
Secretary of the Board of Directors

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeffrey G. Green
JEFFREY G. GREEN
Corporation Counsel

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

BYLAWS

of the

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION

ARTICLE I

OFFICES AND SEAL

Section 1. Offices. The principal office of the Corporation for the transaction of business shall be Board of Supervisors Chambers, Courthouse, 5088 Bullion Street, Mariposa, California 95338. The Board of Directors may, however, fix and change from time to time the principal office from one location to another by noting the change of address in the minutes of the meeting of the Board of Directors at which the address was fixed or changed. The fixing or changing of such address shall not be deemed an amendment to these Bylaws.

Section 2. Seal. The Corporation shall have a seal, consisting of two (2) concentric circles with the words "Mariposa County Public Financing Corporation," with the date of incorporation of the Corporation.

ARTICLE II

DIRECTORS

Section 1. Powers. Subject to the limitations of the Articles of Incorporation of the Corporation, the terms of these Bylaws, and the laws of the State of California, the powers of the Corporation shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

Section 2. Number. The Corporation shall have five (5) Directors. Directors are collectively to be known as the Board of Directors. The number of Directors may be changed by a Bylaw or amendment thereof duly adopted by the Board of Directors.

Section 3. Selection, Tenure of Office and Vacancies. The individuals who act as the members of the Board of Supervisors (the "Board of Supervisors") of Mariposa County (the "County") shall constitute the Board of Directors of the Corporation, and each member of the Board of Supervisors shall be and remain a member of the Board of Directors of the Corporation for so long as such member remains a member of the Board of Supervisors.

Section 4. Compensation. Directors shall serve without compensation but each Director may be reimbursed his or her necessary and actual expenses, including travel incident to his or her services as Director, pursuant to resolution of the Board of Directors. Any Director may elect, however, to decline said reimbursement.

Section 5. Organizational Meetings. Immediately following the annual meeting of the Board of Directors or any special meeting of the Board of Directors at which Directors shall have been elected, the Directors shall meet for the purpose of organizing the Board, the election

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

of officers, if required, and the transaction of such business as may come before the meeting. Pending such organization meeting, all officers of the Corporation shall hold over, except any officer required by law or these Bylaws to be a Director and who does not qualify as a Director. A Director elected at such meeting of the Board of Directors shall forthwith become a member of the Board of Directors for purposes of such organization.

In the event such an organizational meeting shall not be held immediately following such meeting of the Board of Directors, it shall thereafter be held at the next regular meeting or at a special meeting and notice thereof shall be given in the manner provided in Section 7 of this Article II for notice of special meetings.

Section 6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time as the Board may fix by resolution from time to time; *provided, however*, that at least one regular meeting shall be held each year and such meetings shall, in all respects, conform to provisions of the Ralph M. Brown Act, being sections 54950 through 54961 of the Government Code of the State of California (the "Brown Act").

Section 7. Special Meetings. Special meetings of the Board of Directors shall be called, noticed and held in accordance with the provisions of section 54956 of the Brown Act.

Section 8. Quorum. A quorum shall consist of a majority of the members of the Board of Directors unless a greater number is expressly required by statute, by the Articles of Incorporation of the Corporation, or by these Bylaws. Every act or decision done or made by the vote of at least three (3) of the Directors present at a meeting duly held at which a quorum is present, shall be an act of the Board of Directors.

Section 9. Order of Business. The order of business at the regular meeting of the Board of Directors and, so far as possible, at all other meetings of the Board of Directors, shall be essentially as follows, except as otherwise determined by the Directors at such meeting:

(a) Report on the number of Directors present in person in order to determine the existence of a quorum.

(b) Reading of the notice of the meeting and proof of the delivery or mailing thereof, or the waiver or waivers of notice of the meeting then filed, as the case may be.

(c) Reading of unapproved minutes of previous meetings of the Board of Directors and the taking of action with respect to approval thereof.

(d) Presentation and consideration of reports of officers and committees.

(e) Unfinished business.

(f) New business.

(g) Adjournment.

Section 10. Resignation of Directors. Any Director of the Corporation may resign at any time by giving written notice to the President or to the Board of Directors; *provided, however*, in the event of such resignation, such Director's position shall remain vacant until a new member of the Board of Supervisors is elected to fill such Director's position. Such resignation shall take effect at the time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

Section 11. Nonliability for Debts. The private property of the Directors shall be exempt from execution or other liability for any debts, liabilities or obligations of the Corporation and no Director shall be liable or responsible for any debts, liabilities or obligations of the Corporation.

Section 12. Indemnity by Corporation for Litigation Expenses of Officers, Directors and Employees.

(a) For the purposes of this section, "agent" shall mean any person who is or was a director, officer or employee of the Corporation.

(b) For the purposes of this section, "proceeding" shall mean any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative.

(c) For the purposes of this section, "expenses" shall mean, without limitation, attorney fees and any expenses incurred in the defense of the proceeding.

(d) In the event any proceeding is brought against an agent of the Corporation, either alone or with others (other than an action by or in the name of the Corporation, an action brought under section 5233 of the California Corporations Code, or an action brought by the California Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that that person was an agent of the Corporation, the Corporation shall indemnify that person against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful.

(e) In the event of a proceeding brought against an agent of the Corporation, either alone or with others, is brought by or in the right of the Corporation, or brought under section 5233 of the California Corporations Code, or brought by the California Attorney General for breach of any duty for any breach of duty relating to assets held in charitable trust, by reason of the fact that that person was an agent of the Corporation, the Corporation shall indemnify that person against expenses actually and reasonably incurred if that person acted in good faith, in a manner that person believed to be in the best interest of the Corporation and with such care, including reasonably inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(f) Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it shall be determined ultimately that the agent is not entitled to be indemnified. The agent's obligation to reimburse may be unsecured and no interest shall be charged thereon.

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

ARTICLE III

OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President, a Vice President a Treasurer, a Secretary, an Executive Director and such other officers as the Board of Directors may appoint. The Corporation may also have, at the discretion of the Board of Directors, one or more Assistant or Deputy Secretaries and one or more Assistant Treasurers.

Section 2. Election of Officers. The Chair of the Board of Supervisors shall be the President of the Corporation. The Vice Chair of the Board of Supervisors shall be the Vice President of the Corporation. The County Administrative Officer shall be the Executive Director. The Clerk of the Board of Supervisors shall be Secretary of the Corporation. The Treasurer of the County shall be the Treasurer of the Corporation. The County Counsel shall serve as legal counsel to the Corporation.

Section 3. Subordinate Officers. The Board of Directors may elect or authorize the appointment of such other officers than those hereinabove mentioned as the business of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws, or as the Board of Directors from time to time may authorize or determine.

Section 4. Removal of Officers. Any officer may be removed, either with or without cause, by a majority of the Directors then in office at any regular or special meeting of the Board, or, except in the case of an officer chosen by the Board of Directors, by any officers upon whom such power of removal may be conferred by the Board of Directors. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board of Directors may delegate the powers and duties of such office to any officers or to any Directors until such time as a successor for said office has been elected and appointed.

Section 5. President. The President shall preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the Board of Directors or be prescribed by the Bylaws.

The President shall also be the chief corporate officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Corporation. He or she shall preside at all meetings of the Board of Directors. He or she shall be *[ex officio]* member of all standing committees, and shall have the general powers and duties of management usually vested in the office of President of a corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or by these Bylaws.

Section 6. Vice President. In the absence or disability of the President, the Vice President, shall perform all the duties of the President and when so acting shall have all the powers of and be subject to all of the restrictions upon the President. The Vice President shall have such other powers and perform such other duties as may from time to time be prescribed for him or her by the Board of Directors or by these Bylaws.

Section 7. Secretary. The Secretary shall keep or cause to be kept a book of minutes at the principal office or at such other place as the Board of Directors may order, of all meetings of the Directors, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Directors' meetings and the

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

proceedings thereof. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors of the Corporation, shall keep the corporate records in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 8. Treasurer. The Treasurer shall keep and maintain or cause to be kept and maintained adequate and correct amounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Directors. He or she shall disburse the funds of the Corporation as shall be ordered by the Board of Directors, shall render to the President and the Directors whenever they shall request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation, shall take proper vouchers for all disbursements of the funds of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these Bylaws.

Section 9. Assistant Secretaries and Assistant Treasurers. The Assistant or Deputy Secretaries and the Assistant Treasurers in the order of their seniority as specified by the Directors shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of the Secretary or Treasurer and shall perform such duties as the Board of Directors shall prescribe.

Section 10. Executive Director. The Executive Director shall be responsible for the day-to-day administration of the Corporation.

ARTICLE IV

OBJECTS AND PURPOSES

Section 1. Nature of Objects and Purposes. The business of the Corporation is to be operated and conducted in the promotion of its objects and purposes as set forth in Article II of its Articles of Incorporation.

Section 2. Dissolution. The Corporation may be dissolved by vote of the Directors, or by the action of the Board of Directors in accordance with the provisions of California law. Upon the dissolution of the Corporation, and after payment or provision for payment, all debts and liabilities, the assets of the Corporation shall be distributed to the County. If for any reason the County is unable or unwilling to accept the assets of the Corporation, said assets will be distributed to the Federal Government; to a state or local government for public purposes; or to a nonprofit fund, foundation, or corporation which is organized and operated for charitable purposes and which has established its tax-exempt status under section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986.

Section 3. Merger. The Corporation may merge with other corporations organized solely for nonprofit purposes, qualified and exempt from Federal taxation pursuant to section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986 and from State taxation, upon compliance with the provisions of California law relating to merger and consolidation.

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

ARTICLE V

GENERAL PROVISIONS

Section 1. Payment of Money, Signatures. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation and any and all securities owned by or held by the Corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

Section 2. Execution of Contracts. The Board of Directors, except as in the Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 3. Fiscal Year. The fiscal year of the Corporation shall commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year.

Section 4. Annual Audit. The affairs and financial condition of the Corporation shall be audited annually at the end of each fiscal year (as provided in Section 3 above) commencing with fiscal year 1996-1997 by an independent certified public accountant selected by the Board of Directors and a written report of such audit and appropriate financial statements shall be submitted to the Board of Directors prior to the next regular meeting of the Board of Directors of the Corporation following the completion of such audit. Additional audits may be authorized as considered necessary or desirable by the Board of Directors.

ARTICLE VI

EXEMPT ACTIVITIES

Notwithstanding any other provisions of these Bylaws, no Director, officer, employee or representative of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder as they now exist or as they may hereafter be amended.

ARTICLE VII

AMENDMENT TO BYLAWS

These Bylaws may be amended by majority vote of the Board of Directors.

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

ADOPTED by the Board of Directors of the Mariposa County Public Financing Corporation on July 1, 1997.

Rhonda Scherf - Deputy
Secretary

SECRETARY'S CERTIFICATE

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of the Mariposa County Public Financing Corporation, a California nonprofit public benefit corporation; and

2. That the foregoing Bylaws constitute a full, true and correct copy of the Bylaws of said Corporation in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 7th day of July, 1997.

Rhonda Scherf - Deputy
Secretary

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION RESOLUTION NO. 97-2

A RESOLUTION APPOINTING TIME AND PLACE OF REGULAR MEETINGS

RESOLVED, by the Board of Directors of the Mariposa County Public Financing Corporation that the first Tuesday in July of each year at the hour of 9:00 a.m., or shortly thereafter, in the Board of Supervisors Chambers, Courthouse, 5088 Bullion Street, Mariposa, California, 95338, is hereby appointed as the time and place for the regular meeting of this Board pursuant to Article II, Section 6 of the Bylaws of this Corporation.

****

PASSED and ADOPTED this 1st day of July, 1997, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES: Balmain, Stewart, Parker, Pickard

NOES: None

ABSENT: Reilly

ABSTAINED: None

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

Robert M. Stewart
President
Board of Directors

[S E A L]

ATTEST:

Rhonda Scherf - Deputy
~~MARGIE WILLIAMS,~~
Secretary of the Board of Directors

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeffrey G. Green
JEFFREY G. GREEN
Corporation Counsel

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION RESOLUTION NO. 97-3

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION AND FILING OF EXEMPTION APPLICATION TO STATE FRANCHISE TAX BOARD

RESOLVED, by the Board of Directors of the Mariposa County Public Financing Corporation, that certain Exemption Application to the State Franchise Tax Board (Form FTB 3500), is hereby approved and Jones Hall, A Professional Law Corporation, is hereby authorized to complete said Application and the Secretary is hereby authorized to execute said completed Application and directed to cause the filing of said Application with the State of California Franchise Tax Board.

BE IT FURTHER RESOLVED, that the Secretary of the Corporation be and is hereby designated the "person to contact" of this Corporation for purposes of the filing of Form No. FTB 3500.

BE IT FURTHER RESOLVED, that Form FTB 3520 (Power of Attorney) is hereby approved and that Jones Hall, A Professional Law Corporation, special counsel to the Corporation, is hereby authorized to complete said Form and the Secretary is authorized to execute said Form and is authorized to cause the appropriate filing of said Form.

****

PASSED and ADOPTED this 1st day of July, 1997, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES: Balmain, Stewart, Parker, Pickard

NOES: None

ABSENT: Reilly

ABSTAINED: None

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

President
Board of Directors

[S E A L]

ATTEST:

Rhonda Ickes - Deputy
~~MARGIE WILLIAMS~~,
Secretary of the Board of Directors

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY G. GREEN
Corporation Counsel

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION RESOLUTION NO. 97-4

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION AND FILING OF VARIOUS FEDERAL FORM

RESOLVED, by the Board of Directors of the Mariposa County Public Financing Corporation, that Federal Forms Nos. 1024 (Application for Recognition of Exemption under section 501(c)(4)), 2848 (Power of Attorney), SS-4 (Application for Employer Identification Number) and 8718 (User Fee for Exempt Organization Determination Letter Request) are hereby approved and that Jones Hall, A Professional Law Corporation, special counsel to the Corporation, is hereby authorized to complete said Forms and the Secretary is authorized to execute said Forms and is authorized to cause the appropriate filing of said Forms.

BE IT FURTHER RESOLVED, that the Secretary of the Corporation be and is hereby designated the "person to contact" of this Corporation for purposes of the filing of Federal Form No. 1024.

* * * * * * * *

PASSED and ADOPTED this 1st day of July, 1997, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES: Balmain, Stewart, Parker, Pickard

NOES: None

ABSENT: Reilly

ABSTAINED: None

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

President
Board of Directors

[S E A L]

ATTEST:

~~MARGIE WILLIAMS~~, - Deputy
Secretary of the Board of Directors

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY G. GREEN
Corporation Counsel

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

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Corp Res

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6/13/97

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION RESOLUTION NO. 97-5

A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

WHEREAS, the County of Mariposa (the "County") wishes to finance the construction and installation of a new County Government Center and a County Fleet-Heavy Equipment Maintenance Shop Building (collectively, the "Project"); and

WHEREAS, the County, working together with the Corporation, is proposing to proceed with a lease financing in order to provide permanent financing for the Project; and

WHEREAS, the documents below specified have been filed with the Corporation, and the Board, with the aid of its staff, have reviewed said documents;

NOW, THEREFORE, it is hereby ORDERED AND DETERMINED, as follows:

Section 1. That the below-enumerated documents be and are hereby approved and the President, Vice-President or Treasurer, or an authorized representative of such persons (collectively, the "Authorized Official") is hereby authorized and directed to execute, and the Secretary of the Corporation is hereby authorized and directed to attest and affix the seal of the Corporation to such documents in substantially the form of documents on file with the Secretary of the Corporation, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Official, upon consultation with bond counsel, and whose execution thereof shall be conclusive evidence of approval of any such additions or changes:

(a) the Site Lease, dated as of July 1, 1997, by and between the County, as Lessor, and the Corporation, as Lessee;

(b) the Lease Agreement, dated as of July 1, 1997, by and between the Corporation, as Sublessor and the County, as Sublessee;

(c) the Trust Agreement, dated as of July 1, 1997, by and between the Corporation, the County and the County Auditor, as Trust Administrator (the "Trust Administrator") relating to the financing, and the execution and delivery of certificates of participation evidencing the direct, undivided fractional interests of the owners thereof in the installment payments to be made by the County under the Lease Agreement (the "Certificates of Participation");

(d) the Assignment Agreement, dated as of July 1, 1997, by and between the Corporation and the Trust Administrator, pursuant to which the Corporation will assign certain of its rights under the Lease Agreement, including its right to receive the respective installment payments, to the Trust Administrator.

Section 2. The President, the Vice-President, the Treasurer, the Secretary of the Corporation and any other later authorized officers of the Corporation, are hereby authorized and directed, for and in the name and on behalf of the Corporation, to do any and all things and take any and all actions, including execution and delivery of any and all assignments,

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to effect the purposes of this Resolution and the financing herein authorized..

Section 3. This Resolution shall take effect from and after the date of its passage and adoption.

****

PASSED and ADOPTED this 1st day of July, 1997, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES: Balmain, Stewart, Parker, Pickard

NOES: None

ABSENT: Reilly

ABSTAINED: None

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

President
Board of Directors

[S E A L]

ATTEST: APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Rhonda Scherf - Deputy
~~MARGIE WILLIAMS~~,
Secretary of the Board of Directors

JEFFREY G. GREEN
Corporation Counsel

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

MEMORANDUM

To: Interested Parties

From: David J. Oster

Date: June 26, 1997

Re: County of Mariposa, County Government Center Financing

On July 1, 1997, the Mariposa County (the "County") Board of Supervisors and the Mariposa County Public Financing Corporation (the "Corporation") will each be asked to approve resolutions authorizing the lease financing of the County Government Center and the Fleet Maintenance Shop Building (together, the "Project"), through Certificates of Participation ("COPs") purchased by the U.S. Department of Agriculture, Rural Development.

COP financing involves the creation of a stream of revenue in which the purchaser of the COPs is entitled to share. In this case, the underlying structure will be a lease financing and the revenue to repay the COPs will be lease payments. It is therefore necessary for the County to enter into a Lease Agreement pursuant to which it will make lease payments in consideration of the use and possession of the Project. Since the County already has legal title to the property on which the Project will be built, it must first transfer an interest to the Corporation under the Site Lease. The way in which the lease payments are transferred from the Corporation to make payments on the COPs is by assignment pursuant to an Assignment Agreement.

To implement the foregoing, the resolutions approve execution of the following specific documents:

1). Site Lease. As current owner of the land on which the Project will be built, the County must first lease such land to the Corporation under the Site Lease. Under the Site Lease, the Corporation agrees to use the site for the sole purpose of financing the construction of the Project and leasing the site and the completed Project back to the County under the Lease Agreement, all for a nominal rent payment of $1.00 payable at closing.

2). Lease Agreement. Current with the execution and delivery of the Site Lease, the County leases the site and the completed Project back from the Corporation under a Lease Agreement. Under the Lease Agreement, the County agrees to pay semiannual

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

Attachment 1

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rent payments on June 15 and December 15 in each year, in an amount sufficient to pay debt service when due. The Corporation appoints the County as its agent for purposes of constructing the Project under the Lease Agreement.

3). Assignment Agreement. Under the Assignment Agreement, the Corporation assigns its rights under the Lease Agreement to the County Auditor, as Trust Administrator. As a result of such assignment, all of the Lease Payments payable by the County under the Lease Agreement will be paid directly to the Trust Administrator.

4). Trust Agreement. This document specifies all of the terms and conditions relating to the COPs, including the maturity schedule, payment provisions and prepayment provisions. All of the Lease Payments which are paid by the County to the Trust Administrator will be deposited into a Lease Payment Fund to be used to pay principal and interest represented by the COPs when due. Proceeds of the COPs will be used to pay costs of issuance and fund the Construction Fund. The Construction Fund will be held by the Trust Administrator and used to pay Project costs upon requisitions of the County.

DJO:brf

Attachment: Public Finance Corp Bylaws - 1997 (13238 : Public Finance Corporation Meeting)

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MARIPOSA COUNTY PUBLIC FINANCE CORPORATION RESOLUTION NO. _____
A RESOLUTION APPOINTING TIME AND PLACE OF REGULAR MEETINGS

RESOLVED by the Board of Directors of the Mariposa County Public Financing Corporation that the regular meetings of this Board, pursuant to Article II, Section 6 of the Bylaws of this Corporation, will be held concurrently with the first regularly scheduled meeting of the Mariposa County Board of Supervisors in the month of July each year. Regular meetings will be held in the Board of Supervisors Chambers at 5100 Bullion Street in Mariposa, California, 95338.

PASSED and ADOPTED this 12th day of July, 2022, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

_____
Rosemarie Smallcombe, President

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____

_____

Attachment: Public Finance Corp Meeting Resolution (13238 : Public Finance Corporation Meeting)

BYLAWS

of the

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION

ARTICLE I

OFFICES AND SEAL

Section 1. Offices. The principal office of the Corporation for the transaction of business shall be Board of Supervisors Chambers, 5100 ~~Courthouse, 5088~~ Bullion Street, Mariposa, California 95338. The Board of Directors may, however, fix and change from time to time the principal office from one location to another by noting the change of address in the minutes of the meeting of the Board of Directors at which the address was fixed or changed. The fixing or changing of such address shall not be deemed an amendment to these Bylaws.

Section 2. Seal. The Corporation shall have a seal, consisting of two (2) concentric circles with the words "Mariposa County Public Financing Corporation," with the date of incorporation of the Corporation.

ARTICLE II

DIRECTORS

Section 1. Powers. Subject to the limitations of the Articles of Incorporation of the Corporation, the terms of these Bylaws, and the laws of the State of California, the powers of the Corporation shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

Section 2. Number. The Corporation shall have five (5) Directors. Directors are collectively to be known as the Board of Directors. The number of Directors may be changed by ~~a Bylaw or~~an amendment ~~thereof duly adopted by the Board of Directors~~to these Bylaws.

Section 3. Selection, Tenure of Office and Vacancies. The individuals who act as the members of the Board of Supervisors (the "Board of Supervisors") of Mariposa County (the "County") shall constitute the Board of Directors of the Corporation, and each member of the Board of Supervisors shall be and remain a member of the Board of Directors of the Corporation for so long as such member remains a member of the Board of Supervisors.

Section 4. Compensation. Directors shall serve without compensation but each Director may be reimbursed his or her necessary and actual expenses, including travel incident to his or her services as Director, pursuant to resolution of the Board of Directors. Any Director may elect, however, to decline said reimbursement.

Section 5. Organizational Meetings. Immediately following the annual meeting of the Board of Directors or any special meeting of the Board of Directors at which Directors shall have been elected, the Directors shall meet for the purpose of organizing the Board, the election

Attachment: Public Financing Corporation Bylaws Revision (13238 : Public Finance Corporation Meeting)

of officers, if required, and the transaction of such business as may come before the meeting. Pending such organization meeting, all officers of the Corporation shall hold over, except any officer required by law or these Bylaws to be a Director and who does not qualify as a Director. A Director elected at such meeting of the Board of Directors shall forthwith become a member of the Board of Directors for purposes of such organization.

In the event such an organizational meeting shall not be held immediately following such meeting of the Board of Directors, it shall thereafter be held at the next regular meeting or at a special meeting and notice thereof shall be given in the manner provided in Section 7 of this Article II for notice of special meetings.

Section 6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time as the Board may fix by resolution from time to time; *provided, however,* that at least one regular meeting shall be held each year and such meetings shall, in all respects, conform to provisions of the Ralph M. Brown Act, being sections 54950 through 54961 of the Government Code of the State of California (the "Brown Act").

Section 7. Special Meetings. Special meetings of the Board of Directors shall be called, noticed and held in accordance with the provisions of section 54956 of the Brown Act.

Section 8. Quorum. A quorum shall consist of a majority of the members of the Board of Directors unless a greater number is expressly required by statute, by the Articles of Incorporation of the Corporation, or by these Bylaws. Every act or decision done or made by the vote of at least three (3) of the Directors present at a meeting duly held at which a quorum is present, shall be an act of the Board of Directors.

Section 9. Order of Business. The order of business at the regular meeting of the Board of Directors and, so far as possible, at all other meetings of the Board of Directors, shall be essentially as follows, except as otherwise determined by the Directors at such meeting:

(a) Report on the number of Directors present in person in order to determine the existence of a quorum.

~~(b) Reading of the notice of the meeting and proof of the delivery or mailing thereof, or the waiver or waivers of notice of the meeting then filed, as the case may be.~~

~~(c)~~(b) Reading of unapproved minutes of previous meetings of the Board of Directors and the taking of action with respect to approval thereof.

~~(d)~~(c) Presentation and consideration of reports of officers and committees.

~~(e)~~(d) Unfinished business.

~~(f)~~(e) New business.

~~(g)~~(f) Adjournment.

Section 10. Resignation of Directors. Any Director of the Corporation may resign at any time by giving written notice to the President or to the Board of Directors; *provided, however,* in the event of such resignation, such Director's position shall remain vacant until a new member of the Board of Supervisors is appointed or elected to fill such Director's position. Such resignation shall take effect at the time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Attachment: Public Financing Corporation Bylaws Revision (13238 : Public Finance Corporation Meeting)

Section 11. Nonliability for Debts. The private property of the Directors shall be exempt from execution or other liability for any debts, liabilities or obligations of the Corporation and no Director shall be liable or responsible for any debts, liabilities or obligations of the Corporation.

Section 12. Indemnity by Corporation for Litigation Expenses of Officers, Directors and Employees.

(a) For the purposes of this section, "agent" shall mean any person who is or was a ~~director~~Director, officer or employee of the Corporation.

(b) For the purposes of this section, "proceeding" shall mean any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative.

(c) For the purposes of this section, "expenses" shall mean, without limitation, attorney fees and any expenses incurred in the defense of the proceeding.

(d) In the event any proceeding is brought against an agent of the Corporation, either alone or with others (other than an action by or in the name of the Corporation, an action brought under section 5233 of the California Corporations Code, or an action brought by the California Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that that person was an agent of the Corporation, the Corporation shall indemnify that person against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful.

(e) In the event ~~of~~ a proceeding is brought against an agent of the Corporation, either alone or with others, ~~is brought~~ by or in the ~~right~~ name of the Corporation, or brought under section 5233 of the California Corporations Code, or brought by the California Attorney General for breach of any duty for any breach of duty relating to assets held in charitable trust, by reason of the fact that that person was an agent of the Corporation, the Corporation shall indemnify that person against expenses actually and reasonably incurred if that person acted in good faith, in a manner that person believed to be in the best interest of the Corporation and with such care, including reasonably inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(f) Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it shall be determined ultimately that the agent is not entitled to be indemnified. The agent's obligation to reimburse may be unsecured and no interest shall be charged thereon.

Attachment: Public Financing Corporation Bylaws Revision (13238 : Public Finance Corporation Meeting)

ARTICLE III

OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President, a Vice President a Treasurer, a Secretary, an Executive Director and such other officers as the Board of Directors may appoint. The Corporation may also have, at the discretion of the Board of Directors, one or more Assistant or Deputy Secretaries and one or more Assistant Treasurers. ·

Section 2. Election of Officers. The Chair of the Board of Supervisors shall be the President of the Corporation. The Vice Chair of the Board of Supervisors shall be the Vice President of the Corporation. The County Administrative Officer shall be the Executive Director. The Clerk of the Board of Supervisors shall be Secretary of the Corporation. The Treasurer of the County shall be the Treasurer of the Corporation. The County Counsel shall serve as legal counsel to the Corporation.

Section 3. Subordinate Officers. The Board of Directors may elect or authorize the appointment of such other officers than those hereinabove mentioned as the business of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws, or as the Board of Directors from time to time may authorize or determine.

Section 4. Removal of Officers. Any officer may be removed, either with or without cause, by a majority of the Directors then in office at any regular or special meeting of the Board, or, except in the case of an officer chosen by the Board of Directors, by any officers upon whom such power of removal may be conferred by the Board of Directors. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board of Directors may delegate the powers and duties of such office to any officers or to any Directors until such time as a successor for said office has been elected and appointed.

Section 5. President. The President shall preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the Board of Directors or be prescribed by the Bylaws.

The President shall also be the chief corporate officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Corporation. He or she shall preside at all meetings of the Board of Directors. He or she shall be an~~(~~ *ex officio*~~)~~ member of all standing committees, and shall have the general powers and duties of management usually vested in the office of President of a corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or by these Bylaws.

Section 6. Vice President. In the absence or disability of the President, the Vice President~~,~~ shall perform all the duties of the President and when so acting shall have all the powers of and be subject to all of the restrictions upon the President. The Vice President shall have such other powers and perform such other duties as may from time to time be prescribed for him or her by the Board of Directors or by these Bylaws.

Section 7. Secretary. The Secretary shall keep or cause to be kept a book of minutes at the principal office or at such other place as the Board of Directors may order, of all meetings of the Directors, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Directors' meetings and the

Attachment: Public Financing Corporation Bylaws Revision (13238 : Public Finance Corporation Meeting)

proceedings thereof. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors of the Corporation, shall keep the corporate records in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 8. Treasurer. The Treasurer shall keep and maintain or cause to be kept and maintained adequate and correct amounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Directors. He or she shall disburse the funds of the Corporation as shall be ordered by the Board of Directors, shall render to the President and the Directors whenever they shall request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation, shall take proper vouchers for all disbursements of the funds of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these Bylaws.

Section 9. Assistant Secretaries and Assistant Treasurers. The Assistant or Deputy Secretaries and the Assistant Treasurers in the order of their seniority as specified by the Directors shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of the Secretary or Treasurer and shall perform such duties as the Board of Directors shall prescribe.

Section 10. Executive Director. The Executive Director shall be responsible for the day- to-day administration of the Corporation.

ARTICLE IV

OBJECTS AND PURPOSES

Section 1. Nature of Objects and Purposes. The business of the Corporation is to be operated and conducted in the promotion of its objects and purposes as set forth in Article II of its Articles of Incorporation.

Section 2. Dissolution. The Corporation may be dissolved by vote of the Directors, or by the action of the Board of Directors in accordance with the provisions of California law. Upon the dissolution of the Corporation, and after payment or provision for payment~~,~~ of all debts and liabilities, the assets of the Corporation shall be distributed to the County. If for any reason the County is unable or unwilling to accept the assets of the Corporation, said assets will be distributed to the Federal Government; to a state or local government for public purposes; or to a nonprofit fund, foundation, or corporation which is organized and operated for charitable purposes and which has established its tax-exempt status under section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986.

Section 3. Merger. The Corporation may merge with other corporations organized solely for nonprofit purposes, qualified and exempt from Federal taxation pursuant to section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986 and from State taxation, upon compliance with the provisions of California law relating to merger and consolidation.

Attachment: Public Financing Corporation Bylaws Revision (13238 : Public Finance Corporation Meeting)

ARTICLE V

GENERAL PROVISIONS

Section 1. Payment of Money, Signatures. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable ~~to~~ by the Corporation and any and all securities owned by or held by the Corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

Section 2. Execution of Contracts. The Board of Directors, except as in the Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 3. Fiscal Year. The fiscal year of the Corporation shall commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year.

Section 4. Annual Audit. The affairs and financial condition of the Corporation shall be audited annually at the end of each fiscal year (as provided in Section 3 above) commencing with fiscal year 1996-1997 by an independent certified public accountant selected by the Board of Directors and a written report of such audit and appropriate financial statements shall be submitted to the Board of Directors prior to the next regular meeting of the Board of Directors of the Corporation following the completion of such audit. Additional audits may be authorized as considered necessary or desirable by the Board of Directors.

ARTICLE VI

EXEMPT ACTIVITIES

Notwithstanding any other provisions of these Bylaws, no Director, officer, employee or representative of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under section S01(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder as they now exist or as they may hereafter be amended.

ARTICLE VII

AMENDMENT TO BYLAWS

These Bylaws may be amended by majority vote of the Board of Directors.

Attachment: Public Financing Corporation Bylaws Revision (13238 : Public Finance Corporation Meeting)

ADOPTED by the Board of Directors of the Mariposa County Public Financing Corporation on August 16, 2022.

_____

Danielle Bondshu, Secretary

SECRETARY'S CERTIFICATE

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of the Mariposa County Public Financing Corporation, a California nonprofit public benefit corporation; and

2. That the foregoing Bylaws constitute a full, true, and correct copy of the Bylaws of said Corporation in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 16th day of August, 2022.

_____

Danielle Bondshu, Secretary

Attachment: Public Financing Corporation Bylaws Revision (13238 : Public Finance Corporation Meeting)

MARIPOSA COUNTY

District Attorney · (209) 966-3626

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Presentation on Recent Study of Drug and Behavioral Health Court

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RECOMMENDATION AND JUSTIFICATION:

Receive a presentation and overview of the information and recommendations collected during a study of the Mariposa County Drug Court and Behavioral Health Court. This study was conducted by two interns at the District Attorney's Office to find the recidivism rate, graduation rate, and other needed statistics for both programs.

The intent of the study was to answer the question of whether the programs were effective or not. As well as to identify current weaknesses or failings of the program and then form solutions to those deficiencies.

Several members of the Mariposa County Probation Department aided in the collection of data and with guidance in the study. The project also received the blessing of staff who participate in the Drug and Behavioral Health Court.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has received similar presentations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not hear presentation and as consequence the shared items would not be public information.

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2022-475

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Title III Funding Proposal

RECOMMENDATION AND JUSTIFICATION:
Approve Title III Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000 in the Amount of $108,132. The 45-Day Comment Period has ended July 22, 2022.

SRS Title III is federal funding available for the following uses:

1. to carry out activities under the Firewise Communities program;
2. to reimburse the participating county for search and rescue and other emergency services, including firefighting and law enforcement patrols;
3. to cover training costs and equipment purchases directly related to the emergency service; and
4. to develop and carry out community wildfire protection plans.

In Mariposa County, Title III funds have been used entirely to implement wildfire protection plans including support for the Mariposa County Fire Safe Council, Mariposa County Resource Conservation District and the Southwest Interface Team (SWIFT) project. However other intended uses can also be for specific emergency services equipment training for firefighting , law enforcement, and search and rescue.

Five projects have been proposed at this time:

1. $10,000 for Mariposa County Resource Conservation District for education and support of home hardening program.
2. $10,000 for the Southwest Interface Team (SWIFT) coordinator cost share between Mariposa and Tuolumne Counties to continue development and acquisition of resources for fire breaks in the northern portion of the county; and
3. $15,000 for Mariposa County Fire Safe Council to write grants and

Lushmeadows ladder fuel study.

4. $6,000 for Mariposa Trails towards funding of GrizzlyCorps professional services to: treats existing fuel loads; and educates visitors. These attributes align with Action Items #6 and #16 of the “MARIPOSA COUNTY CWPP ACTION PLAN,” respectively

5. $67,132.00 Bootjack Fire Station Water Storage Tank project.

These projects are consistent with our community wildfire protection plan and recommended for approval at this time. More information about the requirements for SRS Title III can be found at https://www.fs.usda.gov/working-with-us/states/secure-rural-schools/title-3.

Mariposa County currently has $108,132.00 available for Title III projects. Though it has been renewed several times in the past, the authority to initiate Title III projects currently terminates on September 30, 2022. Any funds not obligated by September 30, 2023, must be returned to the Treasury of the United States.

Before using Title III funds, the County is required to publish a proposal that describes the proposed use of funds and solicits public comment for a minimum of 45 days. The proposal must also be submitted the Tuolumne and Mariposa Counties Resource Advisory Committee managed by the Stanislaus National Forest.

The conclusion of the 45-day comment period was on July 22, 2022 with no comments brought to my attention. I'm asking the Board to formally approve or deny the use of Title III funds as proposed. Grant agreements for the respective agencies will be presented for approval at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On September 8, 2020, the Board considered the final budget for Fiscal Year 2020-2021 (FY21). That budget did not explicitly include funding for the Mariposa County Fire Safe Council, Southwest Interface Team, or Mariposa County Resource Conservation District. Rather, the budget allowed for any of these entities to leverage SRS Title III funds for projects initiated in the fiscal year. It was also recognized that the County needed to return to compliance with regard to noticing whether Tuolumne and Mariposa Counties Resource Advisory Committee continued to meet or not. This item is the culmination of those efforts and project discussions with the respective organizations mentioned.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not tentatively approve the proposed projects. Staff will not notice the proposals. Other proposals that meet the funding criteria will need to be solicited or the funding will be returned to the United States Treasury.

ATTACHMENTS:
2022 Title III project requests (PDF)

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

PO BOX 1182 | Mariposa California 95338 | 209-966-7700 | www.mariposafiresafecouncil.org

Proposal for Use of SRS Title III Funds

The Mariposa County Fire Safe Council (FSC) would like to request a grant of SRS Title III funds in order to begin planning for a ladder fuel reduction project encompassing the entirety of the Lushmeadows Association parcels. Currently the Association has heavy fuel loading with high density housing, posing a logistical nightmare if fire gets established within the development. The ladder fuel removal project will also include removing dead, dying, and downed trees, as well the necessary CEQA environmental assessments.

The work to pre-plan this project is vitally necessary in order to submit a well understood and data driven grant application to Cal Fire. The FSC does not currently have the administrative funding source that allows for the extensive planning, coordination, survey mailers, follow up, and grant writing for a complex effort such as this.

Our request is for a grant of funds, not to exceed $15,000.

Our intent is to use those funds to:

- Assess the acreage to be included in the project.
- Assess the fuel loading on the acreage.
- Coordinate with the Lushmeadows Association Board, Cal Fire, and County Fire to obtain perspectives and solidify best approaches.
- Attend Lushmeadows Association board meetings, and Association General Meetings, to discuss the developing plans and obtain input.
- Conduct outreach to parcel owners through on-line media.
- Conduct a survey mailing to all parcel owners that includes a SASE envelope to assess interest and intent to participate.
- Conduct door-to-door follow-up for non-responders.
- Conduct on-line searches for absentee parcel owners.
- Respond to inquiries.
- Assess and compile data, acreage, and solidify the approach.
- Obtain an estimate for the CEQA Environmental Assessment.
- Assess the cost of fuel removal and administration of the project.
- Write the grant application for the fall 2022 grant opportunity through Cal Fire's Fire Prevention funding.

The FSC asks the Mariposa County Board of Supervisors for their sincere consideration of this request.

Thank you,

Barbara Cone

Executive Director
Mariposa County Fire Safe Council

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)

MARIPOSA TRAILS

BUILDING TRAILS AND COMMUNITY

March 28, 2022

Steven Ward
Division Chief
CAL FIRE Madera-Mariposa-Merced
Mariposa County Fire Department

Re: Request for Title III Funds for use in the 22_23 FY

Dear Mr. Ward,

Thank you for the invitation to submit a request for funds. Mariposa Trails is a front-line local resource that: (1) contributes to treatment of existing fuels; and (2) educates local residents and visitors, which align with actions of the Mariposa County CWPP. We look forward to partnering with the Mariposa County Fire Department and CAL FIRE in these endeavors.

Enclosed is our proposal for Title III Funds. Please note that in the spirit of community collaboration we are open to modification of the projects to more closely align with outcomes and products envisioned by the MCFAC.

Your consideration is greatly appreciated.

Sincerely,

Bill King
President/Executive Director

Tax ID No. 85-1241296

CONNECT WITH US

209.626.9898
mariposatrails@sti.net.com
P.O. Box 5008-139 Mariposa
CA 95338
www.mariposatrails.org

OUR MISSION

We provide trail access and promote its use for adventure, health, stewardship, education and community prosperity.

OUR BOARD

Bill King – President
Ursula Stock – Secretary
Beth Kellner - Treasurer

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)

"Mariposa Trails" request for Title III Funds for

Wildfire Prevention and Mitigation Activities Proposal

Proposer: Mariposa Trails, in partnership with GrizzlyCorps, an entity of Americorps run by the State of California.

Objective: To contribute to the implementation of Action Items #6 and #16 of the "MARIPOSA COUNTY CWPP ACTION PLAN"

Request: $6,000

Other Potential Grantors: Mariposa County Tourism Bureau. Sierra Nevada Conservancy.

Background

Mariposa Trails is a federally registered 501(c)3 charitable non-profit that works with public lands agencies to construct, maintain and promote approximately 35 miles of recreational trails in Mariposa County. Most of the trails are located in chaparral and oak woodland plant communities. Hence, much of our work involves fuel-reduction. Some of these trails exist near populated areas, for example Jerseydale and Mariposa Pines, or along the interface between Yosemite National Park and adjacent public forests. As such, Mariposa Trails is a local front-line resource that: (1) treats existing fuel loads; and (2) educates visitors. These attributes align with Action Items #6 and #16 of the "MARIPOSA COUNTY CWPP ACTION PLAN," respectively.

Mariposa Trails has submitted an application to GrizzlyCorps to receive "professional services" support from September 2022 to July 2023. GrizzlyCorps is an AmeriCorps program that sends recent college graduates, referred to as "fellows," into rural communities across California to promote fire and forest resilience, among other issues. Learn more at www.grizzlycorps.org

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)

GrizzlyCorps is requesting a $20,000 match. Mariposa Trails aims to offer $4,000, and is looking for the balance to be provided by local Mariposa-based entities with shared interests and goals. Additionally, GrizzlyCorps is willing to consider housing and other contributions as in-kind donations toward the match. Are you aware of available local housing opportunities for our fellow?

Proposed Projects

If awarded the grant from GrizzlyCorps, the fellow assigned would work on the following projects:

Project 1: Trail-based Fuel Reduction Program

Description: The Fellow will be responsible for: (1) initiating discussions about shaded fuel-breaks along local trails with adjacent land owners, affected public agencies, non-profit groups, tribes and community groups; (2) identify a trail for a pilot project, (3) working collaboratively with our partner organizations, determine how funding, workforce and permits figure into project implementation; and, (4) garner commitments to implement the project. The desired project outcomes will be establishment of a practice by partners that supports such trail design, and the laying of ground-work for the successful implementation of "trail-based" shaded fuel breaks at some future date.

Request: $3,000

Project 2: Fire Resilience Themed Trail Map

Description: The Fellow will be responsible for (1) seeking guidance from local public agencies, non-profit groups, tribes and community groups about the design and content of a trail map; (2) creating the online map and associated storyboards; and (3) pending availability of funds, the creation of a print version of the map. The map will increase the community's capacity to inform local residents and tourists about local trails, along with messaging about the ecological role of fire in the environment, our responsibility to be "fire-wise," and information about what to do in case of a fire, among other items.

Request: $3,000

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)

Project Information

Project Name: Bootjack Fire Station Water Storage Project	
Implementing Organization	Mariposa County Resource Conservation District
Secondary Implementing Organization	
Proposed Start Date	4/30/2020
Proposed End Date	6/30/2023
Scope Of Work	Installation of a 165,000-gallon bolted steel on a 35'x35' level pad with adjacent 8'x8" shed on a 10'x10' concrete floor to shelter pumps and controls. Portable generator and fire hydrant adjacent to the shed to accommodate any power shut off. A 10-hp pump will replace existing well pump and plumbing will be upgraded to 2" diameter to increase flow to 35 gpm. Trenching for water and electrical lines will be designed from the well to tank.
Project Description	This project was originally adopted into the Yosemite-Mariposa IRWM Plan as Project 50. Based on input from CAL FIRE and Mariposa County Fire, the project was designed to accommodate the large number of out of the area fire fighters and water tenders in our highly fire-prone region by installing a new large water storage tank with fire hydrant that was visible and accessible from a major road. Sited on County-owned land along Highway 49, the main

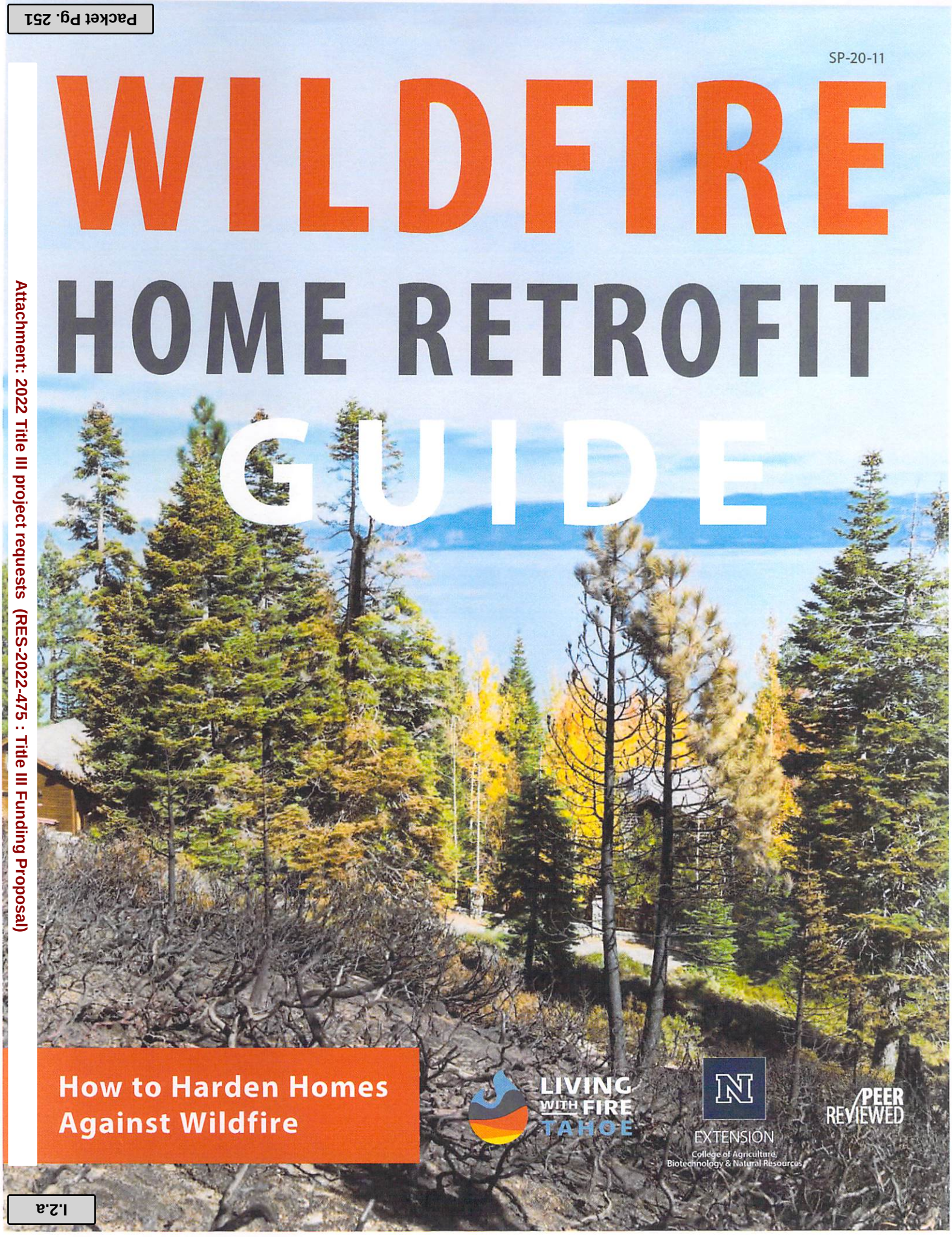
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	east-west artery in Mariposa County, and with an existing well, the Bootjack Fire Station provides an ideal, centrally-located location to Increase Water Storage, Enhance Regional Self-Reliance, and Prepare for Dry Periods by increasing water available to combat wildfires and reducing the amount of time firefighters currently have to travel to refill their water tenders. This project increases local water storage for firefighting by more than five times what is currently available and benefits multiple disadvantaged communities throughout the County. It will reduce turnaround time to refill water tenders and improve fire-fighting response capabilities, as well as reducing vehicle miles travelled and GHG emissions during a fire event. It also addresses the issue of out-of-town fire fighters who have difficulty navigating to storage on private lands, often on dirt roads and without hydrants. A consulting engineer will be selected that has experience in the installation of a water facility. The project will be publicly bid and awarded to the contractor providing the greatest value - which will include schedule, experience, and price. This ministerial project on County-owned land is within a public utility easement and is categorically exempt from CEQA. Building permits and any necessary setback variances will be prepared and filed by the Mariposa County Resource Conservation District as lead agency.
Project Objective	The objectives are to Increase Water Storage, Enhance Regional Self-Reliance, and Prepare for Dry Periods by increasing local water storage for firefighting purposes. Additional storage would reduce trips out of County when local supplies are exhausted, and shorten the time firefighters wait for filled water tenders to return to the fire lines. This project increases storage by 5 times over current levels and protects from the impacts of catastrophic wildfire driven by climate change.

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)

SP-20-11

WILDFIRE HOME RETROFIT GUIDE



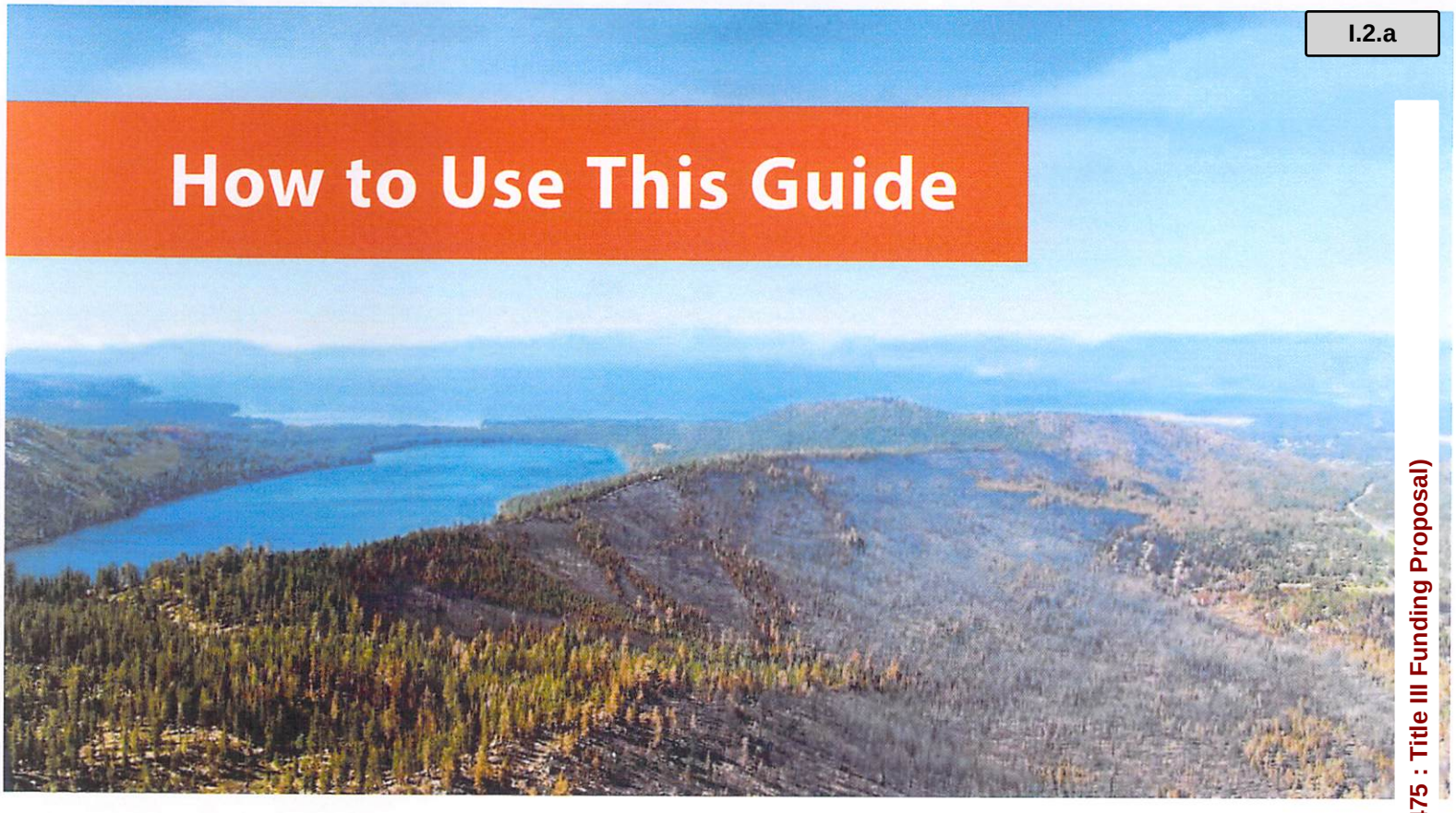
How to Harden Homes Against Wildfire

LIVING WITH FIRE TAHOE

EXTENSION
College of Agriculture, Biotechnology & Natural Resources

PEER REVIEWED

How to Use This Guide



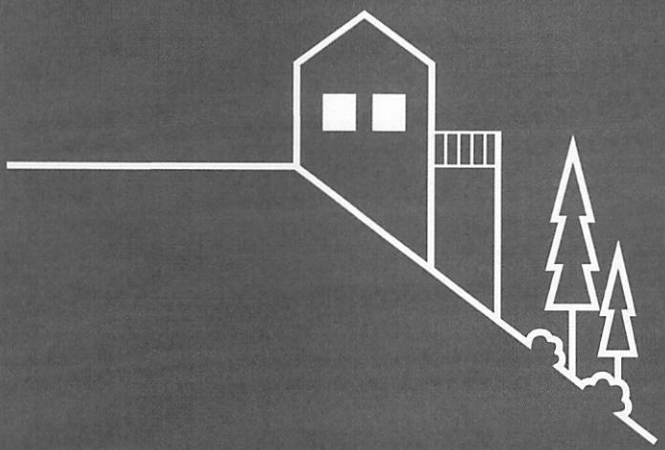
This Guide includes specific recommendations for how to retrofit existing components of a home to withstand wildfire. Each section contains an explanation of how the component is vulnerable to wildfire and what can be done to improve that component. The illustrations throughout the Guide are intended to show best practices for reducing the vulnerability of a home to wildfire.

Inside This Guide

Defensible Space	p. 5	Siding	p. 10	Chimneys	p. 15
Roofs	p. 6	Skylights	p. 11	Fences	p. 16
Roof Edges	p. 7	Windows	p. 12	Glossary	p. 17
Rain Gutters	p. 8	Decks	p. 13	Online Resources	p. 18
Vents	p. 9	Garages	p. 14		

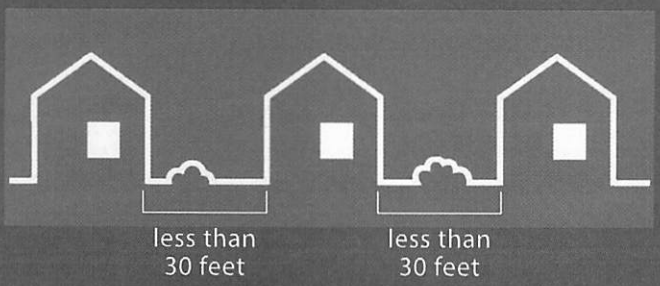
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When using this Guide, think about the location and context of the home and how that influences vulnerability to wildfire:



Steep Slopes

When homes are located on steep slopes, decks commonly overhang the slope below, and this downslope area is often heavily vegetated. Prioritize defensible space actions so that flames from burning vegetation cannot reach the underside of the deck and ignite, with subsequent ignition of the home.



Dense Neighborhoods

Dense neighborhoods with homes close together have an increased risk of building to building ignition because of the radiated heat and potential flames that are generated if a neighbor's home burns. Prioritize actions to reduce the possibility of homes igniting each other. Intensify defensible space by thinning trees and shrubs between homes. Engage in neighborhood conversations to encourage all neighbors to take actions to reduce their own vulnerability to wildfire.



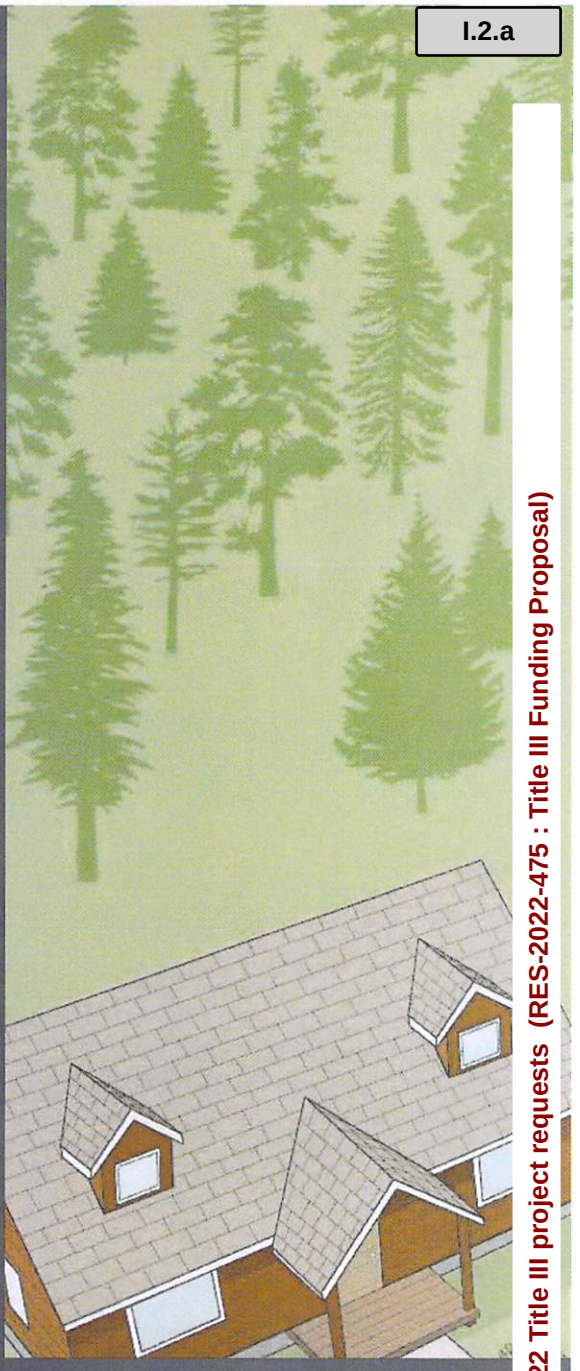
Large-Parcel Lots

When homes are on large parcel lots and neighboring homes are far apart, vegetation and other combustible materials on the property (e.g., wood pile, tool shed) can be a large factor in home ignition. Prioritize creating and maintaining defensible space, including the near-home noncombustible zone, and home-hardening techniques to reduce vulnerability from embers.

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Living within the natural environment brings both serenity and responsibility.

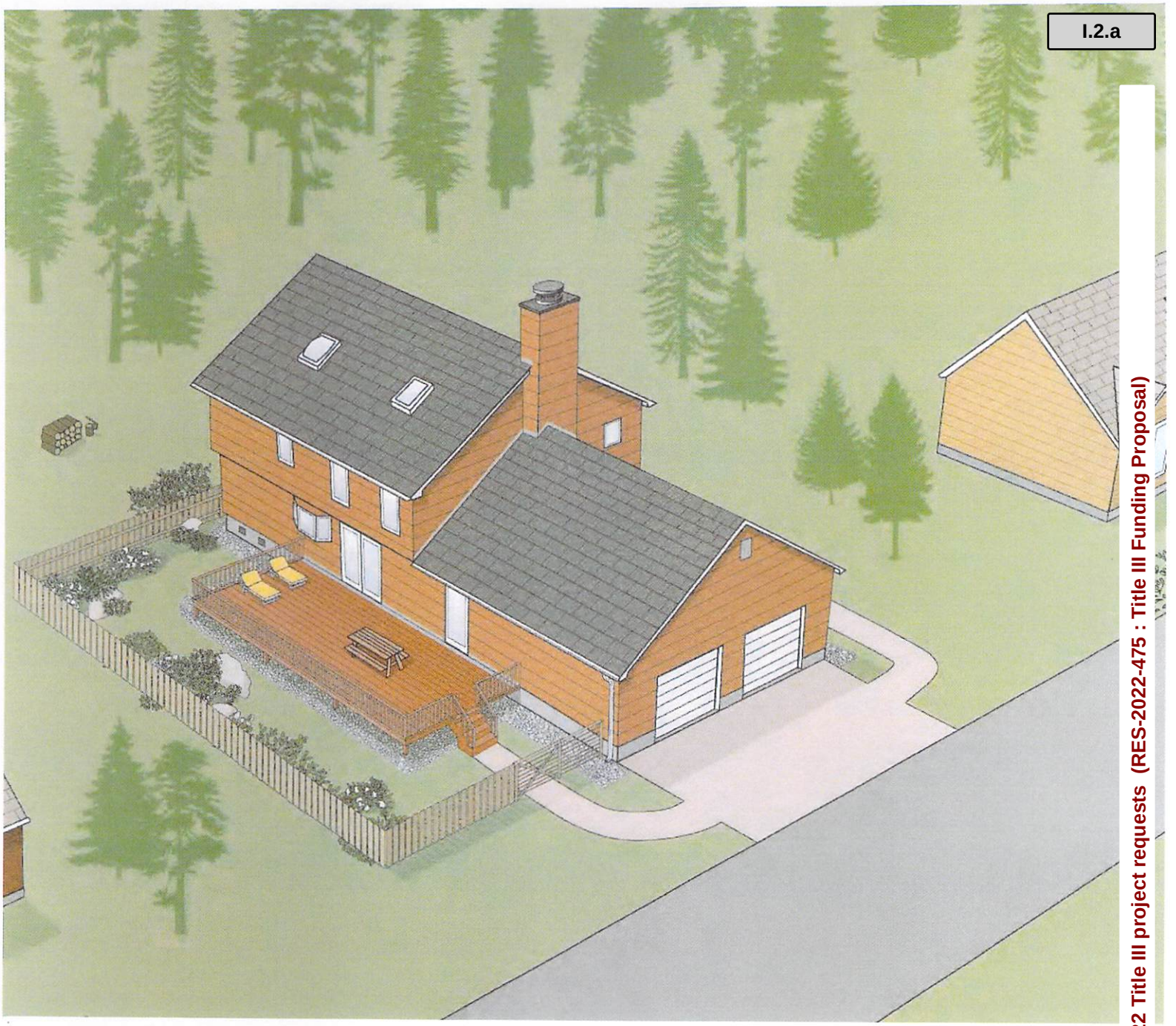
Communities located in wildfire-prone areas need to take extra measures to live safely. There are many ways to prepare communities and properties for wildfire, including creating and maintaining adequate defensible space and hardening homes through altering or replacing the construction components. This guide will help residents and building professionals better understand how to prepare homes and communities for wildfire.



DURING A WILDFIRE, homes can be threatened by **1)** wind-blown embers, **2)** radiant heat, and **3)** direct flame contact.

In wildfire events, 60-90% of home loss is due to embers. Embers can originate from an approaching wildfire or small parts of nearby burning vegetation and construc tion materials (e.g., a home, storage shed, wood pile). Embers are important because of what they can do directly (e.g., ignite materials in an attic after entering through a vent) and what they can do

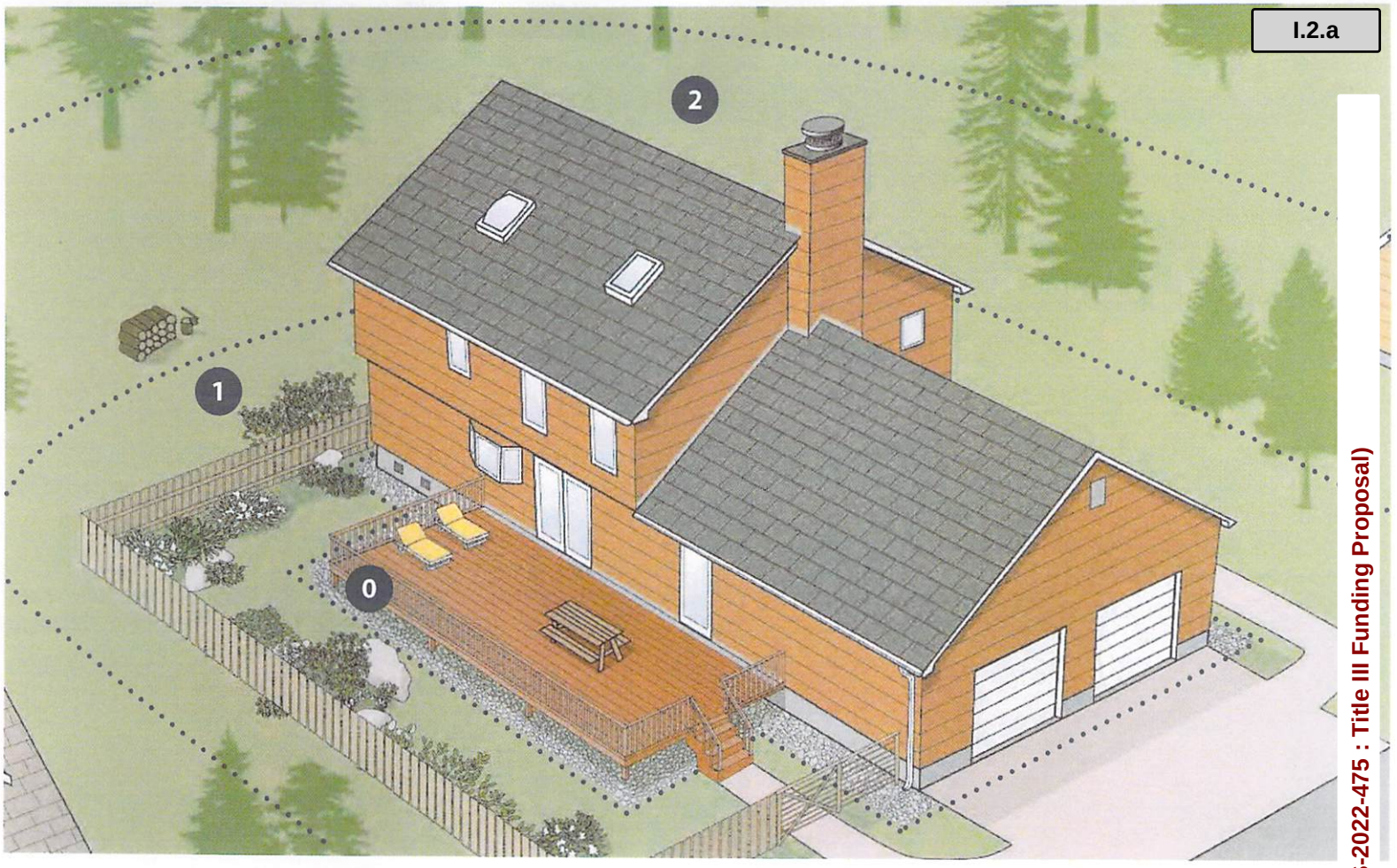
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indirectly (e.g., ignite a wood pile or storage shed located close to the home, resulting in radiant heat or direct flame contact to the side of the home). Reducing the vulnerability of homes to ember ignition will increase the chance of homes and neighborhoods surviving a wildfire.

The most effective way for homes to withstand wildfire is a "coupled approach" that considers the exterior construction materials and how they are put together, as well as the surrounding vegetation and other near-home combustible materials. Selection, location and maintenance of vegetation and other combustible materials on a property can reduce the chance of a wildfire burning the home. This Guide provides information and recommendations for retrofitting an existing or newly constructed home with wildfire in mind.

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)



Protecting a home from wildfire requires continual defensible space actions in three zones around the property.

Defensible Space

0 **THE EMBER-RESISTANT ZONE (Zone 0) | 0–5 feet:** The zone within 5 feet of your home has many different names (e.g., the noncombustible zone, the immediate zone, the zero zone), but the objective is generally the same—to reduce the vulnerability of the home to embers by creating a zone of ember-resistant materials around the home. Gravel, a concrete or brick walkway, or another hardscape feature is commonly used to construct this zone. This ember-resistant zone should include the area under and around any attached deck. Be sure to keep this zone clean of any woodpiles, wood mulch, or flammable vegetation.

1 **THE LEAN, CLEAN AND GREEN ZONE (Zone 1) | 5–30 feet:** The objective of this zone is to reduce the risk of fire spreading from surrounding vegetation to the home. Lean indicates that there is only a small amount of vegetation, if any, present. Vegetation should be grouped in discontinuous islands. Clean indicates that vegetative debris and dead materials are routinely removed. Green indicates that vegetation within this zone is kept green and well irrigated (if appropriate) during the fire season.

Contact local Extension offices for more information about defensible space recommendations specific to different regions.

2 **THE REDUCED FUEL ZONE (Zone 2) | 30–100 feet:** The objective of this zone is to reduce fire spread and restrict fire movement into the crowns of trees or shrubs. Remove dead plant material, lower tree branches and other ladder fuels (e.g., shrubs, lower branches, smaller trees). Locate outbuildings (e.g., for storage) at least 30 feet away from the home and create an ember-resistant zone around all outbuildings and propane tanks.

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)

Roofs

Making a roof "fire-safe" is a big step in reducing the vulnerability of the home to wildfire. There are three fire ratings for roof coverings: Class A, Class B and Class C, with Class A providing the greatest fire protection. The roof rating designation provides information for the roof covering material and does not include where the roof meets other materials at the edge of the roof. A non-fire-retardant treated wood shake or shingle roof covering is unrated and is not desirable—these roof types have less than a Class C rating.

HOW TO REDUCE THE VULNERABILITY OF ROOFS

- Replace a wood shake or shingle roof with a Class A roof.
- Remove accumulated vegetative debris from the roof.
- If there is a space between the roofing materials and roof deck, make sure that the openings between the covering and the roof deck are blocked. Repair areas as needed.
- If the roof consists of Class B or C roofing materials, determine if the underlayment in the assembly provides Class A protection as indicated in manufacturer installation instructions. When viewed from the edge of the roof, these materials would either look like gypsum wallboard or overlapping 4-foot wide sections of an asphalt composition roof covering. Maintain the roof covering and replace with a Class A product when needed.

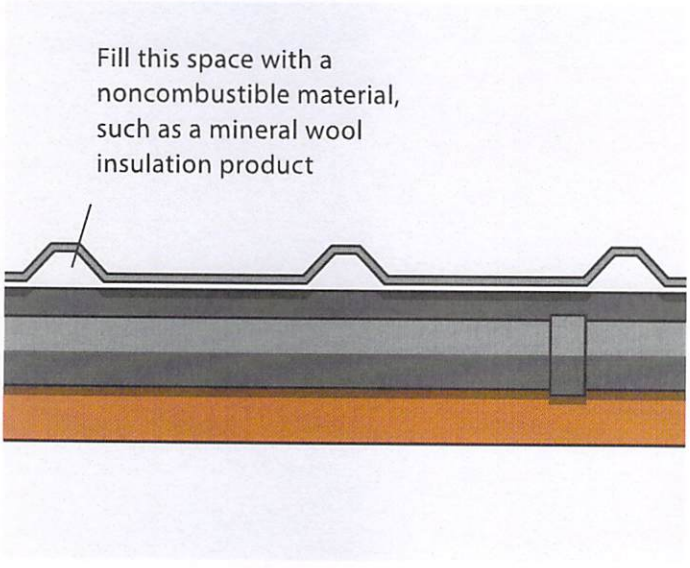
A CLASS A ROOFING materials include asphalt fiberglass composition shingles, clay and cementitious tiles (both flat and barrel shaped), and some metal roofing materials.

B CLASS B ROOFING materials are most commonly exterior-rated, pressure-impregnated fire-retardant treated shake or shingle covering (not allowed for use in many jurisdictions).

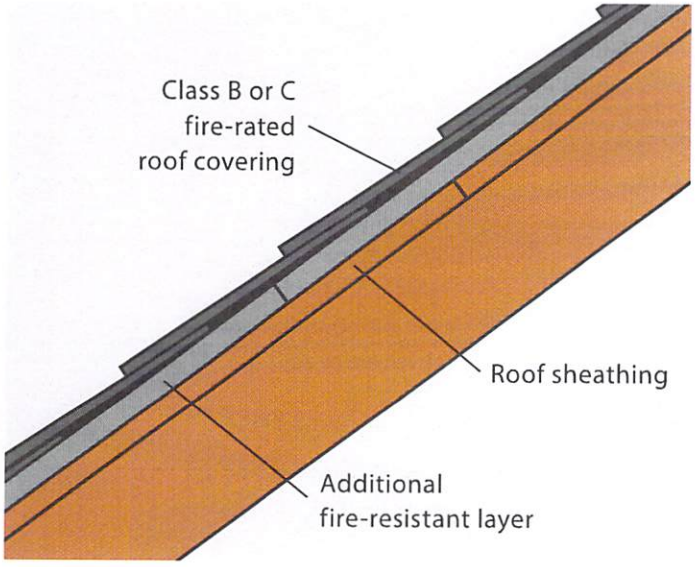
C CLASS C ROOFING materials include recycled plastic, rubber and aluminum.

Class B and Class C roofing materials can have a Class A "by assembly" rating. In these cases, additional materials that enhance the fire resistance of the roof assembly (i.e., the roofing material plus other materials included in the roof assembly) must be installed. In these cases, be sure to follow the manufacturer's instructions.

METAL ROOF



CLASS A "BY ASSEMBLY" FIRE-RATED ROOF COVERING



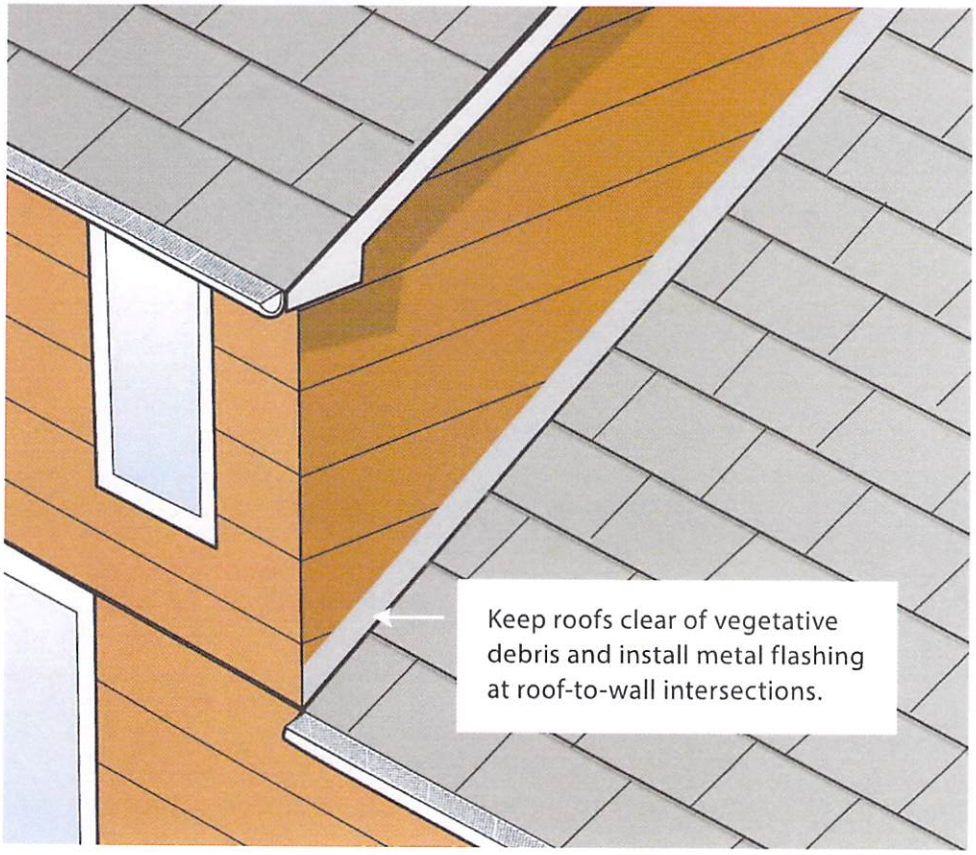
Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)

Roof Edges

There can be several areas where the roof meets another material, such as at a roof-to-wall intersection in a split-level home or a dormer on a roof. These intersections are vulnerable areas because wind-blown embers will gather at the same locations where vegetative debris has accumulated, igniting the debris. Building materials usually change at edge-of-roof locations. The adjacent materials should provide comparable protection to the roofing material.

HOW TO REDUCE THE VULNERABILITY OF ROOF EDGES

- Remove accumulated vegetative debris from roofs on a regular basis.
- Replace the combustible siding in roof-to-wall locations with a noncombustible option. Replacement of siding only in these locations will be less expensive than replacing all the home's siding. It may be possible to find a noncombustible siding pattern that is similar to the existing siding pattern.
- At a roof-to-siding location, use of metal flashing that extends up the siding at least 6-inches could also reduce the vulnerability of a combustible siding material. Install flashing so that water cannot get between flashing and siding.



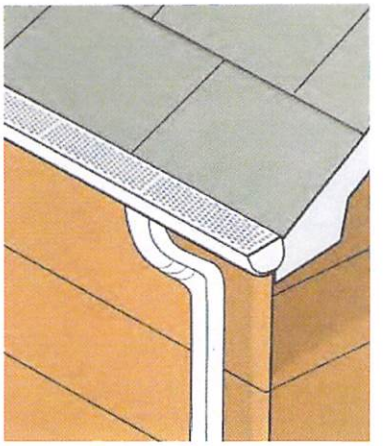
Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)

Rain Gutters

Roofs can be vulnerable at the roof edge where a gutter is attached. Debris in the gutter can ignite from embers, and flames can ignite other components at the roof edge (e.g., wood-based sheathing and fascia board).

HOW TO REDUCE THE VULNERABILITY OF RAIN GUTTERS

- Remove vegetative debris from gutters on a regular basis during fire season.
- Install a noncombustible and corrosion-resistant metal drip edge to provide protection for the combustible components (i.e., sheathing and fascia) at the edge of your roof.
- Use a noncombustible gutter cover to minimize accumulation of debris in the gutter. Some gutter covers result in accumulation of debris on the roof behind the gutter, so these will still require routine maintenance.

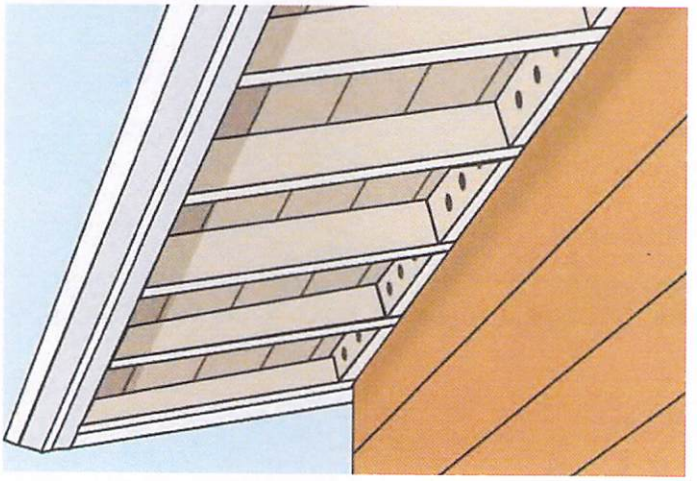


Install and maintain a noncombustible gutter cover (as pictured above) to help minimize debris accumulation in gutters.

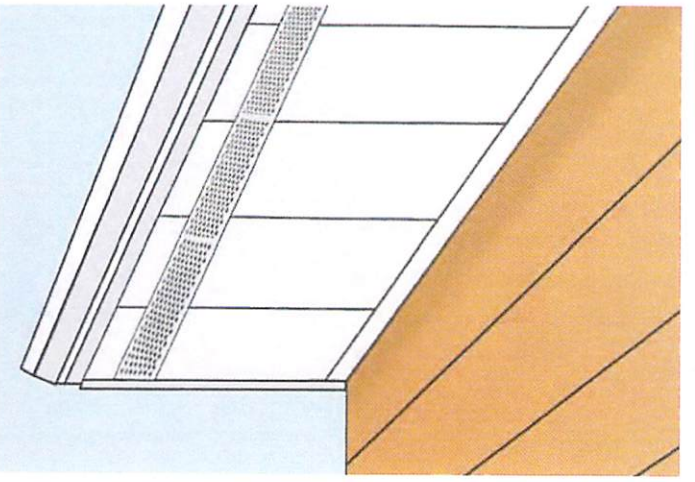
Eaves

The under-eave area provides a point of entry for flames if nearby vegetation or other materials are burning. There are two basic designs for under-eave construction: open-eave and soffited-eave (i.e., one that is boxed in). Open-eave designs are more vulnerable to flames—heat can build up in an area between the roof rafters allowing for more rapid fire spread laterally, which increases the likelihood that fire will find a location to enter the attic. Vents that are in the blocking between rafters in open-eave construction are more vulnerable to the entry of embers than vents in a soffited-eave.

OPEN EAVE



SOFFITED EAVE

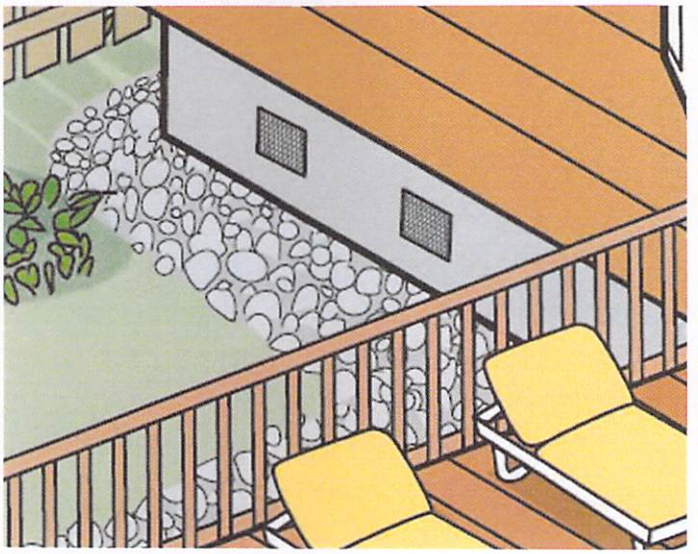


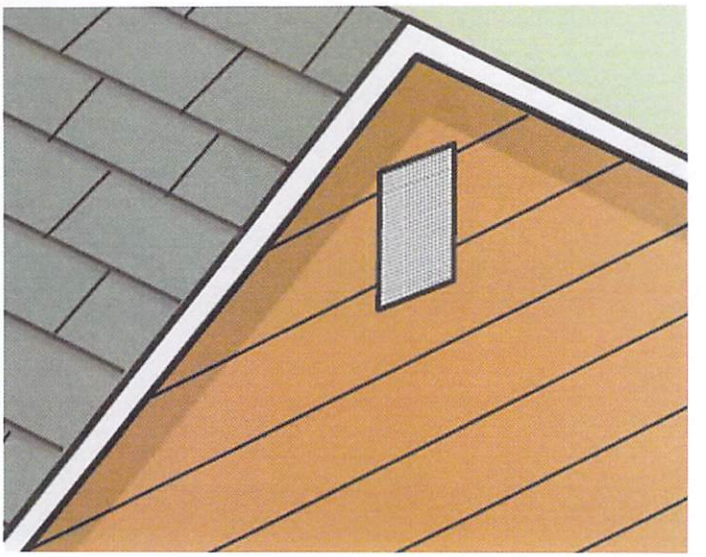
Enclose open eaves to protect attic spaces from ember intrusion.

HOW TO REDUCE THE VULNERABILITY OF EAVES

- Inspect open-eave areas for gaps where embers could lodge or pass through into the attic. All vents should be screened and all other gaps should be filled with durable caulk.
- Enclose under-eave area to create a soffited eave.

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)





Cover all vents with ⅛-inch mesh screening.

WHAT IS THE DIFFERENCE BETWEEN VENT SCREEN SIZES?

Small screens (1/16-inch) can reduce both the size and number of embers that can pass through. Because the embers are smaller, they self-extinguish quickly after entering the attic and crawl space. While this screen size is ideal for resisting ember intrusion, it does require more maintenance because it gets easily clogged. Accumulated debris on vents can become a source of embers if not cleaned regularly. Air flow is also reduced with this size screen.

Mid-size screens (⅛-inch) allow more, larger embers to enter the attic and crawl space, but these are still better than 1/4-inch screens. This size screen is a common choice because the maintentance is lower while still being relatively effective.

Large screens (¼-inch) allow many, larger embers to enter the attic and crawl sapace. It is recommended you replace or cover 1/4-inch screeens with a smaller grain.

Vents

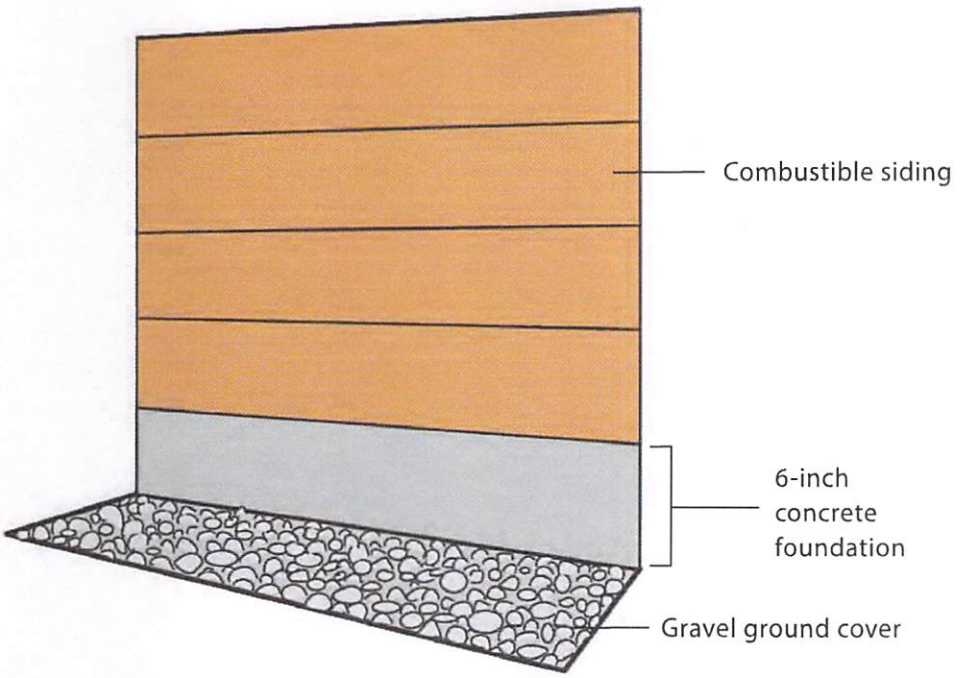
Attic and crawl space vents provide an entry point for embers. Vents should be covered by, at a minimum, ⅛-inch noncombustible corrosion-resistant metal mesh screening. Screening will not prevent the intrusion of all embers but will minimize their size. Finer mesh screening (e.g., 1/16-inch mesh) is more effective at keeping embers out of the home but requires more maintenance because it can become clogged with debris. Vents that meet the flame- and ember-resistant standard are listed on the California Office of the State Fire Marshal Building Materials Listing Program website. These types of vents are appropriate in areas where maintaining defensible space is difficult, combustible materials are closer to the home, or combustible siding is used.

HOW TO REDUCE THE VULNERABILITY OF ATTIC AND CRAWL SPACES

- Avoid storing combustible items (e.g., cardboard boxes, newspapers and magazines) near attic or crawl space vents.
- Inspect vents to make sure they are in good condition (i.e., screen is in good condition with no tears that would result in larger openings).
- If ¼-inch mesh screening is present, replace or add, at a minimum, a ⅛-inch noncombustible corrosion resistant metal mesh screen.
- Consider replacing vents with a flame- and ember-resistant option.

Vent covers that are made ahead of time (i.e., before a wildfire is threatening) can be installed when wildfire is threatening the area. This strategy can be effective, but it does take time and should only be undertaken if ample time is given for evacuation. Preparation activities can be dangerous if evacuation is delayed.

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)



Siding

If the siding ignites, a fire can: **1)** penetrate through the stud cavity into the home, **2)** spread up the side of the home and enter windows or other openings such as dryer vents, and **3)** spread into the attic at a gable-end vent or an under-eave area. Combustible siding can be ignited from direct-flame contact or radiant heat exposure. Ignition of siding from embers can occur, especially if embers ignite combustible materials close to the home (e.g., bark mulch or wood pile), and if siding extends all the way to the ground.

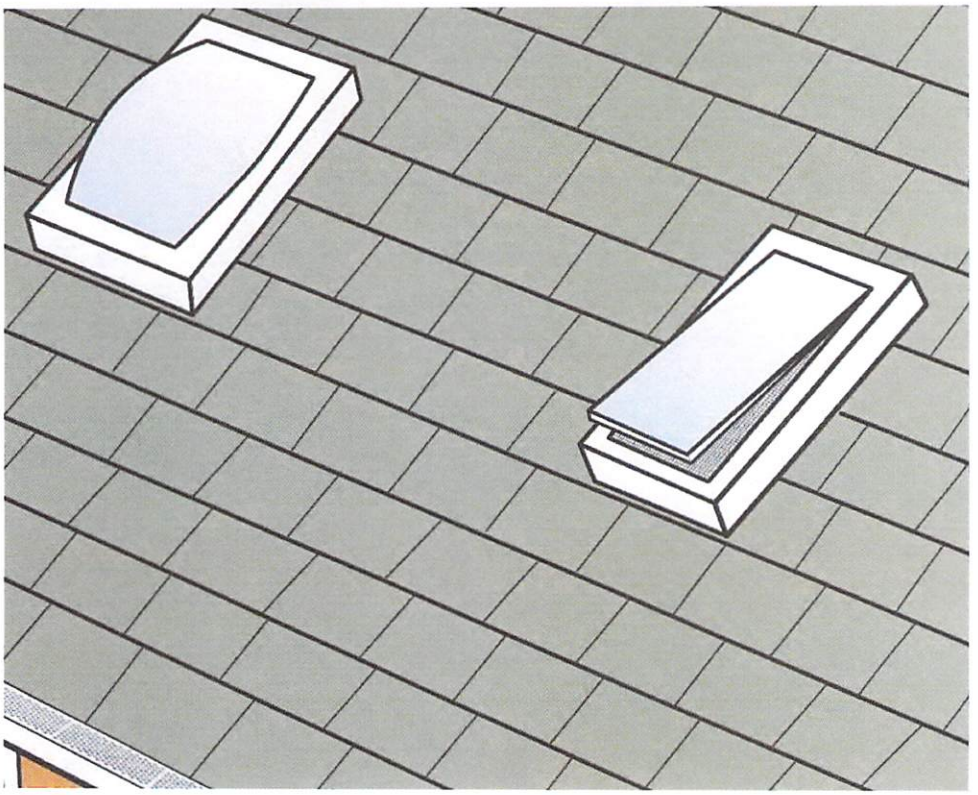
Combustible siding products are widely used, including solid wood, wood composite materials and plastic/vinyl products. Vinyl siding can deform and slough off when exposed to flames or radiant heat. Once this happens, underlying material (e.g., sheathing) becomes important for protection. More complicated lap joints in wood-based siding patterns (e.g., shiplap and tongue-and-groove) are more resistant to fire penetration at the lap joint. Plain bevel joints in wood siding are vulnerable to fire penetration. While fiber cement siding often uses a plain bevel lap joint, it is less vulnerable to fire penetration.

HOW TO REDUCE THE VULNERABILITY OF SIDING

- Use noncombustible siding (e.g., stucco, steel and fiber cement), especially when neighboring homes are within 30-feet of the home.
- Make sure to develop and maintain adequate defensible space, particularly within the ember-resistant zone, to minimize the chance that siding will ignite from embers at the ground level or direct-flame contact from nearby combustible materials.
- In smaller areas that are vulnerable, such as at a roof-to-wall area, replace siding with a noncombustible product.
- For new construction, use of a one-hour wall design, where an additional fire resistant layer is used in the wall assembly, can provide additional protection when a more vulnerable siding material is used.

It is not recommended to use fire-retardant coatings, such as fire-retardant paint, to provide fire protection for combustible siding. Some state, county and local building codes do not allow these coatings. Recent research has demonstrated that their performance is degraded by exposure to the elements (e.g., snow, moisture, sun). Their effectiveness degrades more quickly than reported.

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)



Clear debris around skylights and make sure to close before evacuating. →

Skylights

Skylights can be a point for ember and flame entry if the cover fails, or if skylights are left open when a wildfire threatens. There are two basic kinds of skylights: domed-style made of plastic and flat-style made of glass. Flat-style, glass skylights have less risk than domed-style, plastic skylights that may melt and burn when exposed to heat from a wildfire. Typically, the glass in skylights consists of two layers, the outer being tempered glass and the inner being a safety glass, such as laminated glass.

Skylights on steeper sloped roofs can be vulnerable to radiant heat and flame contact exposures if nearby combustible materials ignite and burn. Skylights on low-slope (flatter) roofs are more prone to the accumulation of vegetative debris (especially flat-style skylights).

HOW TO REDUCE THE VULNERABILITY OF SKYLIGHTS

- Remove vegetative debris from the roof, including on and adjacent to skylights, on a regular basis.
- On sloped roofs, glass skylights are the best choice because of increased likelihood of exposure to radiant heat.
- If the skylight can open, close it when wildfire is threatening to prevent embers from entering the home. Consider adding a 1/16-inch noncombustible corrosion resistant-metal mesh screening to reduce ember intrusion into the home in case the skylight cannot be closed before evacuation.

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)

Windows

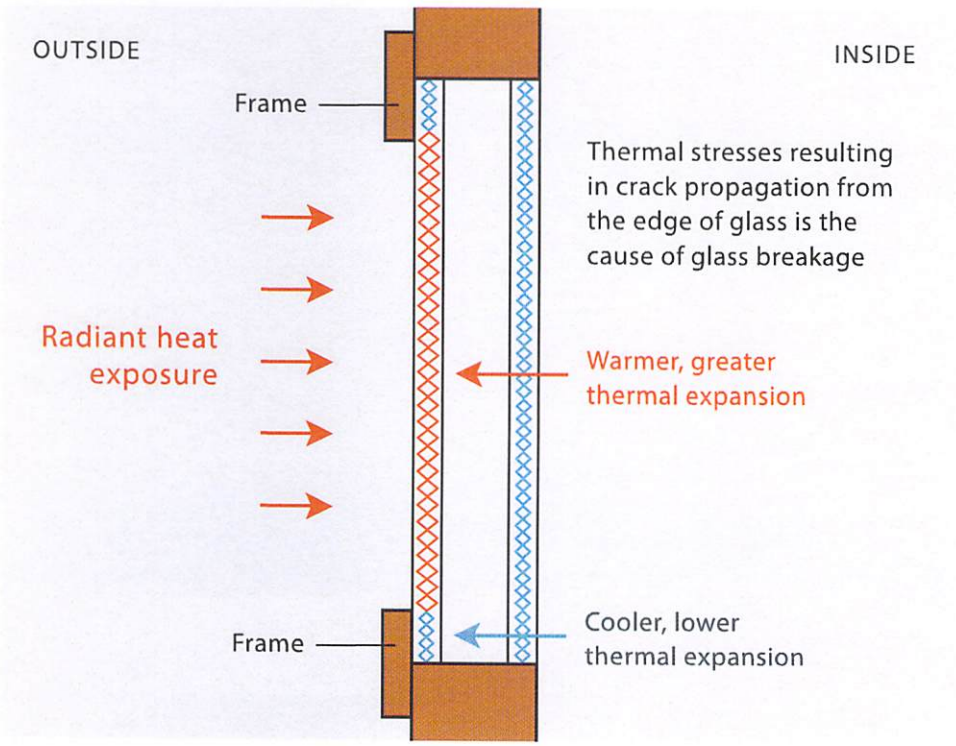
Windows can be a vulnerable component of a home if the framing material ignites or deforms, or if the glass breaks and falls out, both allowing embers or flames to enter the home. The most vulnerable part of a window is the glass. Glass breakage occurs when cracks, propagating from the outer edge inward, occur due to thermal stress that develops when a window is exposed to flames or radiant heat.

Tempered glass is three to four times more resistant to heat exposures than typical annealed glass and is therefore a better choice when selecting windows. Metal and plastic-clad fiberglass window screening will absorb radiant energy, providing additional protection against radiant heat exposure to the glass in your windows. Plastic-clad fiberglass screening will fail if flames contact it, reinforcing the need for an effective ember-resistant zone.

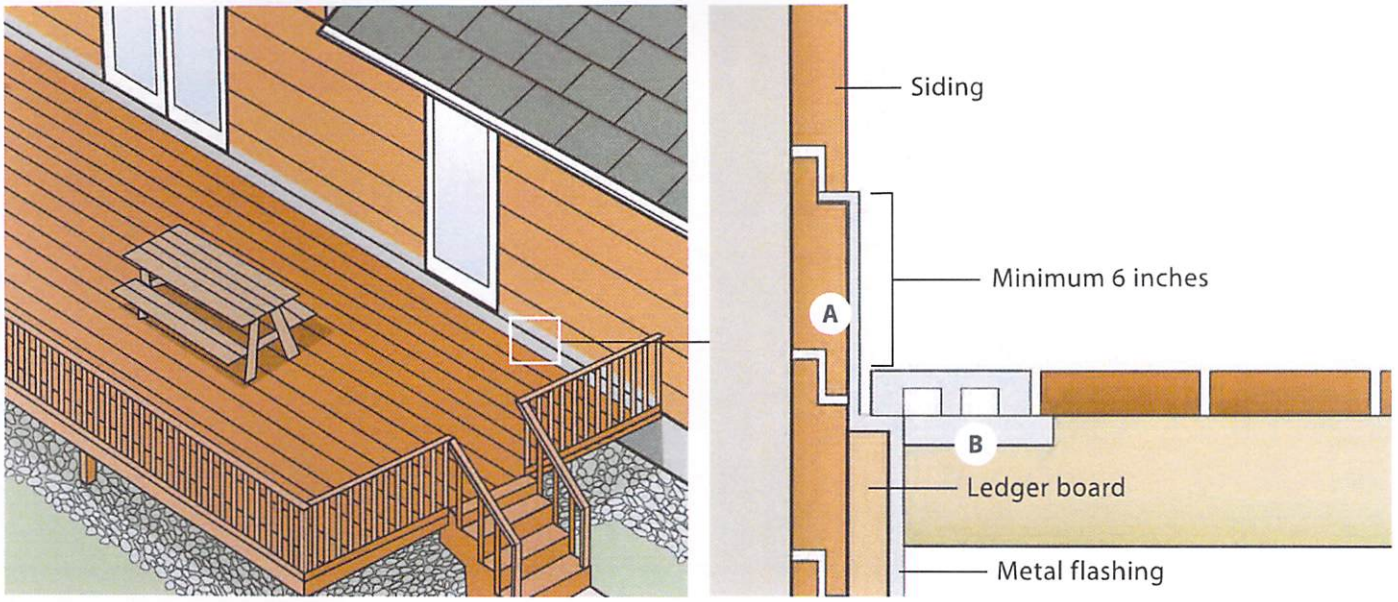
HOW TO REDUCE THE VULNERABILITY OF WINDOWS

- When replacing windows, choose multi-pane options containing tempered glass.
- If neighbors or outbuildings are within 30-feet of the home, consider installing deployable noncombustible shutters to provide additional protection.
- Install screens in all operable windows. Screens increase ember resistance by keeping embers out of the home and also decrease radiant heat exposure.
- Close windows when wildfire is threatening.

DUAL-PANE WINDOW



Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)



A *Install metal flashing between the ledger board and joists to protect the combustible siding material. The flashing should extend above and below the ledger board.*

B *Replace the deckboard next to the house with noncombustible material.*

Decks

If a deck attached to a home ignites, the home can be exposed to flames and/or radiant heat. What is stored underneath and on top of decks can also be an ignition source. Depending on the decking material, embers can also directly ignite deck boards. Decks that overhang a slope can be exposed to flames if trees and other vegetation downslope of the deck ignite, resulting in flames contacting the bottom of the deck.

Most commercially available deck boards are combustible. These include redwood, cedar and tropical hardwoods, such as ipe, and all plastic composite lumber decking products. Pressure impregnated fire retardant treated (FRT) wood deck boards are less vulnerable to flames and embers. Higher density hardwood decking and plastic composite decking are less vulnerable to ignition by embers compared to softwood decking (i.e., redwood and cedar). Although some metal deck boards are now available, noncombustible options are typically referred to as solid surface decks because they consist of lightweight concrete, possibly with an additional noncombustible walking surface such as flagstone. Use of noncombustible (i.e., steel) joists in conjunction with combustible deck boards will reduce the overall vulnerability of the deck.

HOW TO REDUCE THE VULNERABILITY OF DECKS

- Create an ember-resistant zone under the footprint of and around all decks. This action will reduce the likelihood of under-deck flame exposure.
- If a deck overhangs a slope, create and maintain an effective defensible space downslope of the deck to reduce the chance of flames reaching the underside of the deck.
- Apply metal flashing or foil-face bitumen tape on top of and a few inches down the side of the support joists. This is an effective strategy to minimize fire growth when a deck is ignited by embers, but would not help if the deck were ignited directly by flames under the deck. Using steel joists also reduces the vulnerability of the deck from both flames and embers.

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)

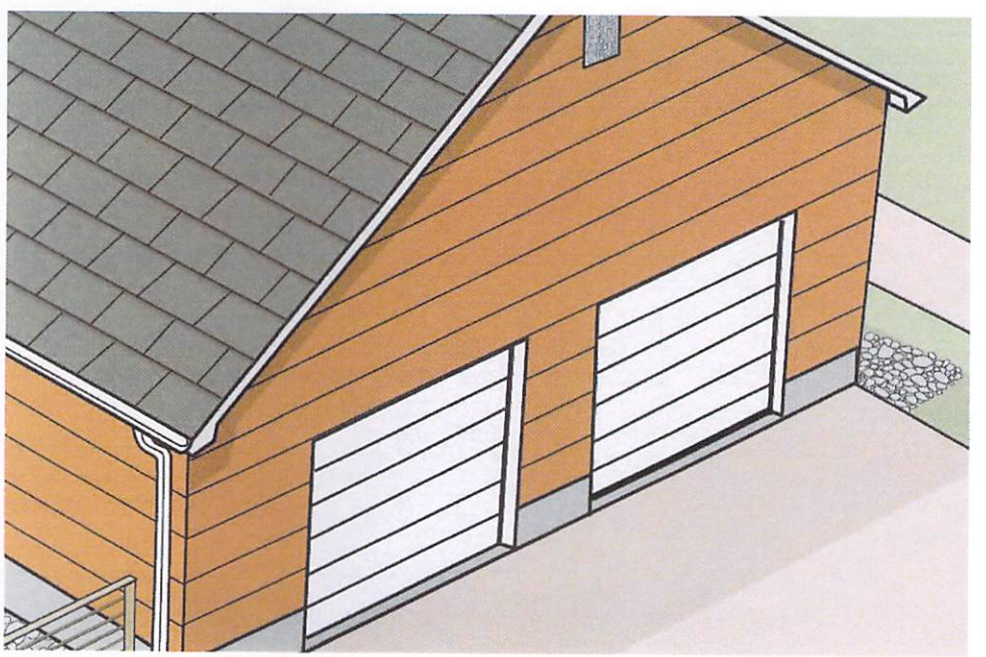
- For cedar and redwood decks, increase the size of the gap between deck boards to ¼ inch so that vegetative debris can fall through rather than accumulate on the deck. Be sure to routinely clear debris from under the deck.
- If a deck is made of combustible decking materials, replace the board closest to the home with a noncombustible material.
- In new deck construction, consider using noncombustible or higher density decking products.
- Move combustible cushions from deck furniture to inside and relocate combustible furniture (especially those with woven components that can trap embers) away from the house.

Garages

Garages, whether attached to the home or detached as a separate building, can threaten homes if the garage ignites. Since it is normal to store combustible materials in a garage, steps should be taken to reduce the ignitability of the garage because embers can easily enter under or around poorly sealed garage doors.

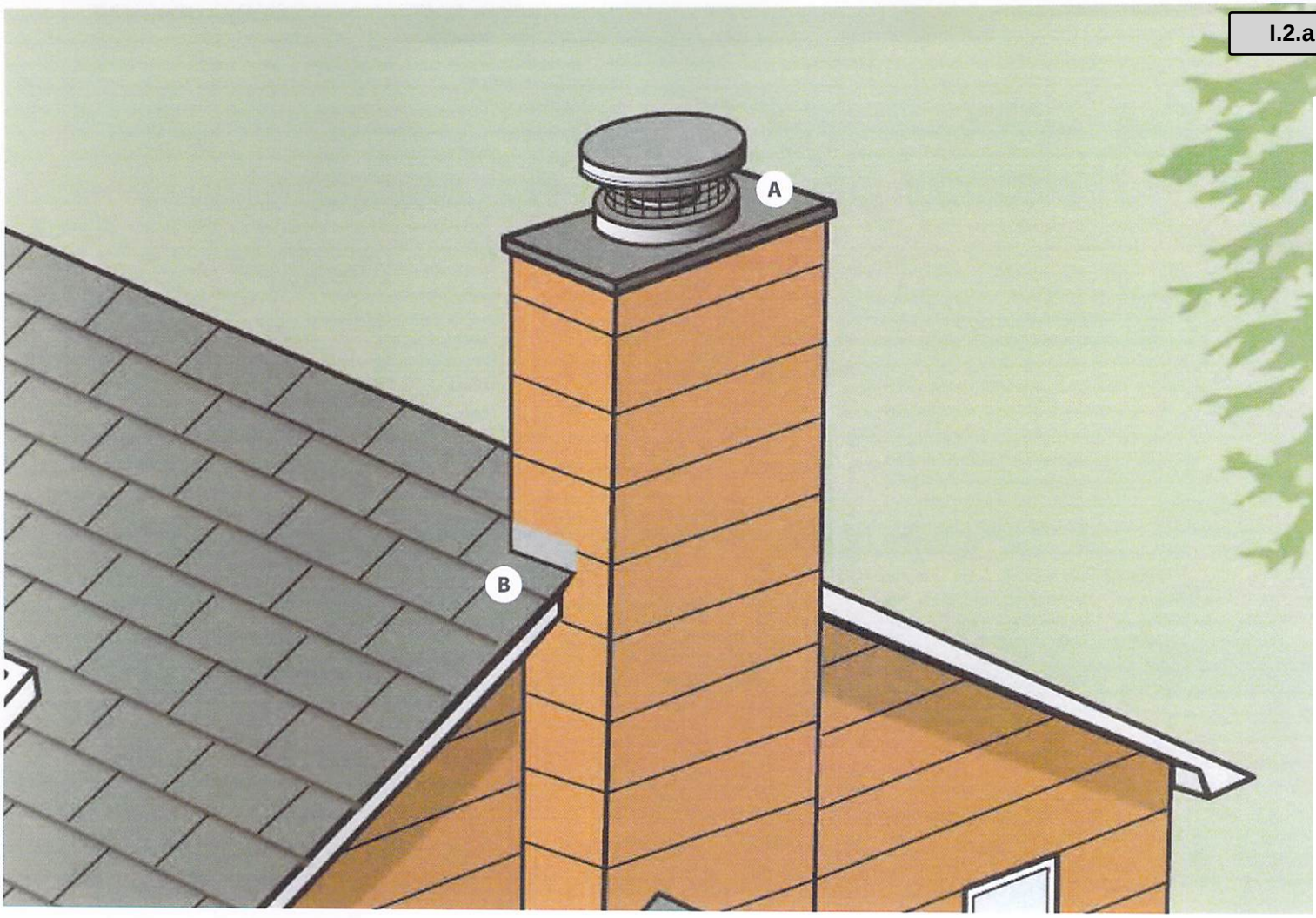
HOW TO REDUCE THE VULNERABILITY OF GARAGES

- Whether a garage is detached or attached, include it in defensible space planning and maintenance, including the ember-resistant zone.
- Make sure the space between the garage door and framing is well sealed to minimize the entry of embers into the garage.
- Garage windows, vents and other construction components should be treated the same as they would be if part of the home.
- Add a battery back-up to the garage door motor so that the garage can easily be opened or closed if power is out.
- Close garage doors when wildfire is threatening.



← *Make sure garage doors are well sealed and closed before evacuating.*

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)



A *Cover the stovepipe/chimney with a metal screen (no smaller than ⅜-inch and no larger than ½-inch).*

B *Install metal flashing at the chimney-roof intersection.*

Chimneys

Chimneys and stovepipes can be a vulnerable part of the home if not installed correctly and properly cleaned and maintained annually. Vegetative debris can accumulate on the roof adjacent to the chimney chase. This is another roof-to-wall connection that can be vulnerable to ignition by embers.

HOW TO REDUCE THE VULNERABILITY OF CHIMNEYS

- Use of metal step flashing at roof-to-siding intersection (flashing extending up the wall) can reduce the vulnerability to embers.
- Cover chimney and stovepipe outlets with a noncombustible screen. Use metal screen material with openings no smaller than ⅜-inch and no larger than ½-inch to minimize embers leaving the chimney.
- Close the fireplace flue during fire season when the chimney is not in use.

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)

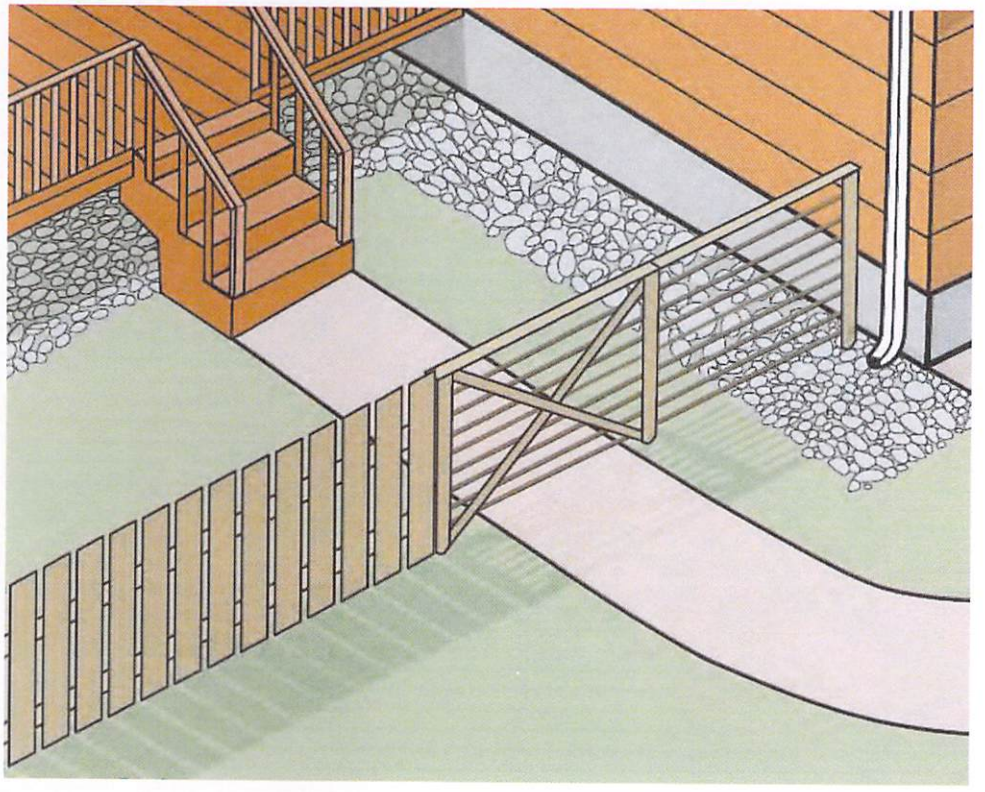
Fences

Combustible fencing can provide a direct path to a home if surrounding vegetation or embers ignite it. Best practice is to separate the fence from the house or upgrade the last 5-feet of the fence to a noncombustible material to reduce the chance of the fence from bringing fire to the home.

Privacy fences (planks all on one side of horizontal supports) are the most vulnerable to ignition because the horizontal to vertical intersection provides a ledge and backstop where embers can accumulate and ignite the fence. Good neighbor (planks alternating) and lattice are more porous, and therefore more difficult to ignite via ember exposure. Vinyl fences are not as vulnerable to embers, but can ignite through direct flame exposure if vegetative debris has accumulated at its base. As is the case with vinyl siding, vinyl fencing will be vulnerable to deformation from radiant heat exposure. All fences are more vulnerable when vegetative debris has accumulated at their base.

HOW TO REDUCE THE VULNERABILITY OF FENCES

- Replace the combustible portion of the fence near the home with a noncombustible section. The noncombustible section should be a minimum of 5-feet long.
- Remove vegetative debris that can accumulate at the base of the fence on a regular basis. Do not use fences as a trellis for plants because plants can create and trap ignitable vegetative debris.



← *Rather than replacing the entire fence, replace the 5-feet closest to the home with a noncombustible option.*

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)

Glossary

BEVEL JOINT A type of lap joint, typically seen in horizontally applied siding. This lap joint, when used with a combustible siding product, is the most vulnerable to fire penetration.

CHIMNEY CHASE The area or structure around metal flue pipes. The chase is usually built with wood, metal or brick.

DORMER A part of a building that extends beyond the vertical plane of the roof. This extension also has a roof covering and typically incorporates a window on the exterior wall.

EMBER Also called firebrand. Burning (or glowing) particles of vegetation from tree branches, parts of shrubs or chaparral, or other combustible materials (e.g., construction materials) that ignite and burn during a wildfire and are carried in wind currents to locations beyond the wildfire front.

FIBER CEMENT A generic term for a siding product that is made using cement, wood fiber and other additives.

FINE-MESH SCREENING In the context of this document, ⅛-inch or finer screening that is used to cover vent openings and operable windows.

FOIL-FACE BITUMEN TAPE A flashing material whereby an aluminum foil material is part of a bitumen tape system.

GOOD-NEIGHBOR FENCE In the context of this document, this type of fence is one where the vertical planks alternate between the sides of the horizontal support members. A "good-neighbor" fence is usually compared to a "privacy" fence, where the vertical planks are all on the same side of the horizontal supports.

GYPSUM WALLBOARD A panelized product made from calcium sulfate dihydrate. These panels are commonly used for paneling on the interior of homes and buildings. A special type of gypsum wallboard can be used as a fire-resistant component in a one-hour wall assembly.

LADDER FUELS Low-lying branches and vegetation that can help carry flames from the surface into the canopy of trees or shrubs.

LAMINATED GLASS A type of safety glass that consists of two (or more) layers of annealed glass that are connected with adhesive interlayers.

LAP JOINT The type of overlap connection between boards or panels on the siding of a building.

METAL DRIP EDGE FLASHING Also called angle flashing, this material is typically used to protect the edge of the roof where the roof covering meets the exterior (vertical) framing.

MULTI-PANE WINDOW A term used to indicate multiple glass panes in a window. One pane of glass would be indicated by "single-pane."

ONE-HOUR WALL CONSTRUCTION An assembly that provides enhanced resistance to the penetration of fire.

OPEN-EAVE A type of construction whereby roof rafters are exposed in the area where they extend beyond the exterior walls of the building. In this type of construction, wood members, typical nominal 2-inch thick lumber, are used to fill the space between roof rafters.

PLASTIC-CLAD FIBERGLASS SCREENING Commonly used window screening material. Typical screen size is 1/16-inch mesh.

PRESSURE-IMPREGNATED FIRE-RETARDANT TREATED A process whereby a fire-retardant chemical is injected into the material (e.g., wood) under a pressurized process. This process results in a deeper penetration of the chemical into the wood.

ROOF COVERING The part of the roof assembly visible from outside the building. Common roof covering materials include asphalt composition shingles, tile and metal.

SHEATHING The first covering of boards or of waterproof material on the outside wall of the house.

SHIPLAP A type of lap joint used for horizontal and vertical siding. Along with tongue-and-groove pattern, this pattern is a better choice when considering improved resistance to fire penetration.

SOFFITED-EAVE A type of construction where the area of the roof rafters that extend beyond the exterior wall of a building are enclosed, typically by attaching a panelized product that connects the edge of the roof to the exterior wall.

STUCCO A siding material usually consisting of a mixture of sand, Portland cement, lime, water and other additives.

TEMPERED GLASS A heat-treated glass that enhances resistance to heat exposures three to four times over that of regular (annealed) glass.

UNDERLAYMENT A panel or sheet material in the roof assembly, underlying the roof covering, that improves the fire rating of the covering.

VENT COVER A solid material used to temporarily cover a vent opening to prevent the entry of embers.

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)

Online Resources

The following websites have resources and information on home-hardening, defensible space, and other tips to prepare for wildfire.

Living With Fire Program - www. livingwithfire.com

University of California Agriculture and Natural Resources - www.ucanr.edu/sites/fire

Insurance Institute for Home and Business Safety–Wildfire - www.ibhs.org

CAL FIRE Ready for Wildfire - www.readyforwildfire.org

Sustainable Defensible Space - www.defensiblespace.org

Acknowledgments

The following individuals provided substantial contributions to the development of the Wildfire Home Retrofit Guide: Amanda Milici (Sierra Nevada Alliance AmeriCorps), Forest Schafer (California Tahoe Conservancy), Mark Regan (NV Energy), and Chris Anthony (CAL FIRE). Graphic design was provided by Maja Thaler and Emma Mitchell of SDBX Studio, LLC. Illustrations were provided by Liz Bradford. We thank members of the Lake Tahoe Regional Fire Chiefs Association, the Tahoe Fire and Fuels Team, and five anonymous peer reviewers for valuable feedback. CAL FIRE awarded funding to develop and publish the Wildfire Home Retrofit Guide. The Wildfire Home Retrofit Guide project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy and improving public health and the environment—particularly in disadvantaged communities. For more information about this publication contact the Living With Fire Program at LWF@unr.edu, a program of University of Nevada, Reno Extension conducted in collaboration with numerous partners.

Partner Logos

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)

SP-20-11

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[3]Tahoe Resource Conservation District

[4]CAL FIRE

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A partnership of Nevada Counties; University of Nevada, Reno; and the U.S. Department of Agriculture

EXTENSION
College of Agriculture, Biotechnology & Natural Resources

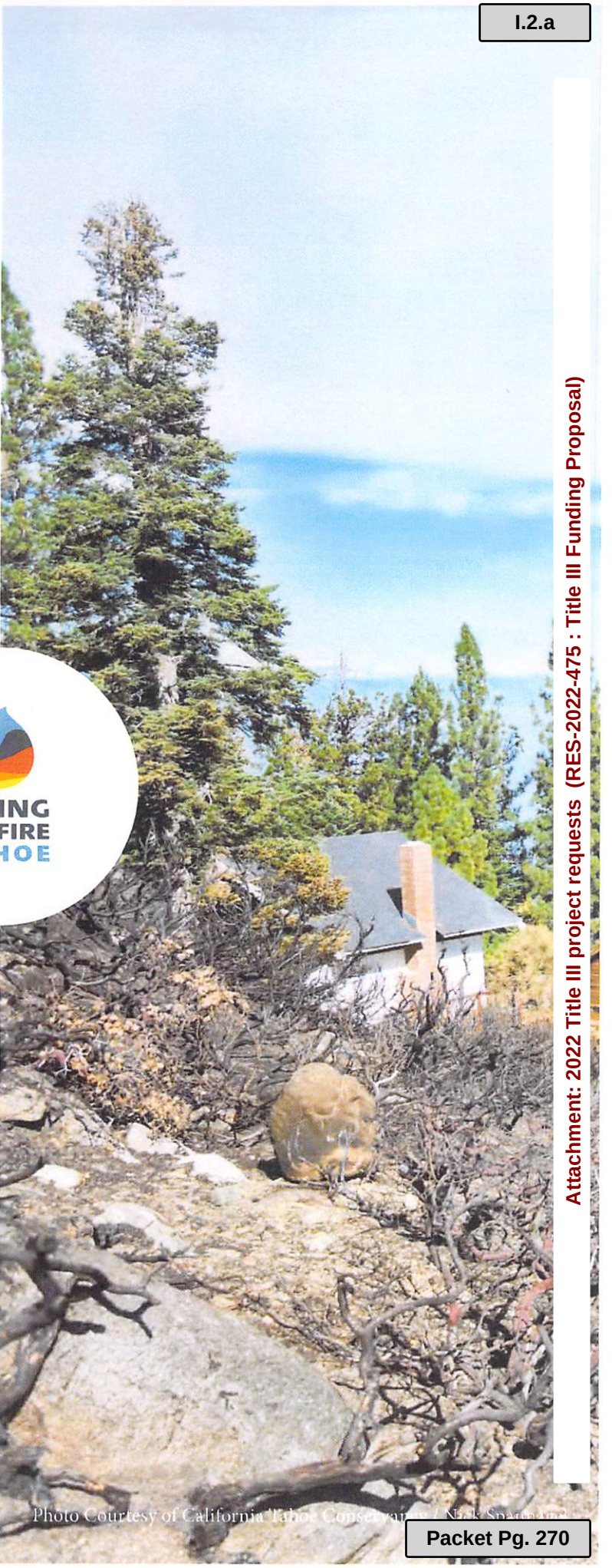


Photo Courtesy of California Tahoe Conservancy / Nick Sparrow

Attachment: 2022 Title III project requests (RES-2022-475 : Title III Funding Proposal)

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-476

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Approve or Deny Requested Fee Waiver from the Northern Mariposa County History Center (NMCHC)

RECOMMENDATION AND JUSTIFICATION:
Approve or Deny Requested Fee Waiver from the Northern Mariposa County History Center (NMCHC) for a Historic Design Review Application.

The Design Review Application fees are established to cover all direct and indirect county costs associated with processing an application. The fee schedule, adopted by resolution, does not contain any provisions for requested fee waivers.

On July 25, 2022 the Clerk of the Board of Supervisors received a letter dated July 8, 2022 from Lynn Breshears, Board Member of the NMCHC requesting that application fees be waived for a Historic Design Review Application due to financial hardship.

According to their request, the first phase of the project includes:

- Grading the site for a door to be usable and so that the antique vehicle barn can be viewed from two sides.
- Providing a handicapped accessible path.
- Leveling areas for exhibit placements.

The second phase of the project includes:

- Creation of exhibits.
- Planting of heritage fruit trees, roses, other ornamental and plants used by the Miwok.
- New storage facility in order to consolidate collections that are currently housed in 3 areas and a parking lot.

Lastly, they stated that their vision is to use the property as an event and teaching venue.

This project was presented to the Historic Sites and Records Preservation Commission (HSRPC) for review on July 11, 2022. The HSRPC recommended approval of the application, with a condition of approval requiring all applicable fees be paid or a fee waiver be granted before final approval of any Design Review application.

Once the design review process is completed, the applicant will need to obtain a grading permit for their project. **The requested waiver does not include Building Permit fees. The Building Department is an enterprise fund.**

FINANCIAL IMPACT OF RECOMMENDED ACTIONS:
The application as stated above would be a Major Design Review. This type of application is done on a "cost accounting" basis, meaning that the applicant pays a deposit towards time and materials and would need to pay additional amounts should staff time exceed the deposit. Should staff time to process the project be less, the County would provide a refund to the applicant of the unused amount.

Should a fee waiver be granted, this would mean that the Planning Department staff and the Public Works staff would work on this project at no charge to the applicant. Costs to process this application would essentially be a cost to the General Fund.

Currently the project deposit would cover Planning staff time at $1,652.00 which equates to approximately 14.25 hours. The Public Works department also collects $449.00 on this type of application for their review. This makes a total deposit of fees of $2,120.00. Staff may determine that a Categorical Exemption needs to occur and that would incur an additional cost of $145.00.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
01/25/2022: Resolution No. 22-61 (Approving Planning Department Fees effective 4/1/22; there are no fee waiver provisions in the current fee schedule).

12/22/2020 Resolution No. 20-746 (Approving Fee Reimbursement for Habitat of Humanity Conditional Use Permit and Design Review Application. Was approved based on provisions in the 2014-2019 Housing Element, Section 2.3.d).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternatives: The Board can approve or deny the requested waiver.
Staff has not made a recommendation for approving or denying the request, as there is no adopted Board policy to guide staff. Staff does recommend that the Board make findings regarding public benefit of the project, if a fee waiver is desired.

Negative action or denying the fee waiver would mean that should the NMCHC move forward with their proposed project they would need to pay the full costs of processing the Major Design Review Application for their proposed project which initially requires a deposit in the amount of $2,120.00.

ATTACHMENTS:
NMCHC Waiver Request Letter (PDF)

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

RECEIVED
JUL 25 2022
BOARD OF SUPERVISORS

Mariposa County Board of Supervisors
July 8, 2022

To Whom it May Concern:
On behalf of the Northern Mariposa County History Center I am requesting a fee waiver for an historic design review application.
The NMCHC is a non-profit that has been unable to hold its usual fundraisers for the last several years. Due to the pandemic, both membership and volunteerism are down, and we are losing approximately $2,000 a month after paying our on-going bills.
The project that we are working on will be of great benefit to our community. It involves the grading of 2 1/2 acres of land that was gifted to the history center by the descendants of one of Coulterville's original families.
This plan is conceptual and dependent upon funding.
Phase 1 of the plan starts with grading the slope away from existing buildings to they can be properly accessed. Currently, one door of the history center is not usable and the antique vehicle barn can only be viewed from one side, when two was intended. This phase of the plan also includes grading for a handicapped accessible walking path and leveled area where future exhibits will be placed.
Phase 2 will involve the creation of exhibits that highlight this area's industries during the Gold Rush, including mining, freighting, logging, and ranching. Many original pieces already in storage will be displayed and curated. Heirloom fruit trees, roses, and Victorian garden flowers, as well as native/Miwok used plants will add to the design.
One very important aspect of our concept is a new storage facility and parking lot. Currently our collections reside in 3 places; the attic above the office, a damp, 170+ year-old-basement, and two rented rooms in the Old Schoolhouse. The parking that visitors currently use in front of the history belongs to the county.
The board of the history center hopes to use the acreage as an event and teaching center that will help to revitalize our small town by bringing more visitors to the area and increasing their knowledge of this part of California history.
This letter comes directly to you because we currently do not have a district supervisor to support our interests.
Thank you for your consideration of a design review fee waiver.

Lynn Breshears, Board member, NMCHC

Attachment: NMCHC Waiver Request Letter (RES-2022-476 : Approve or Deny Requested Fee Waiver from the Northern Mariposa County

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-477

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Authorize an RFQ for Future Operations of the Mariposa County Solid Waste & Recycling Facility

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RECOMMENDATION AND JUSTIFICATION:
Authorize a Request for Qualifications (RFQ) to Perform an In-Depth Analysis of the Solid Waste and Recycling Division's Operations; Authorize the Public Works and Transportation Director to Select the Apparent Responsible Proposal; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel).

The requested issuance of this RFQ for a consulting firm is to contract for the performance of an in-depth analysis of the Solid Waste and Recycling Division operations, finances, and market conditions, and provide recommendations on the best path forward to ensure Mariposa County can continue to meet its Solid Waste and Recycling needs in the future.

The selected consultant will also perform and in-depth analysis of Landfill, Commingled Recycling (MRF), and Composting Operations. The consultant will also complete a landfill design review and provide estimated operating and construction costs for the following scenarios based on a current projected 14.5 year landfill closure plan.

1. Operational opportunities and/or limitations with the continued use of the currently constructed cells at the projected fill rates until a projected final landfill closure date.

2. Operational improvement potential utilizing existing cells along with additionally constructed permitted cells at the projected fill rates until a projected final landfill closure date.

3. Operational evaluation of a scenario which would include reducing current landfill fill rates until a final closure date is reached combined with a waste transfer operation for out-of-county disposal.

4. Evaluate the potential of closing the existing cells and converting the solid

waste landfill program to a solid waste transfer station.

The overall purpose of the RFQ is to develop financial and operational options/alternatives that may best meet the needs of the Mariposa County Solid Waste and Recycling Facility.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 3, 2022 the Public Works Department provided the Board of Supervisors with a presentation (MinuteTraq ID # 12928) regarding the Mariposa County Solid Waste and Recycling operations. This presentation focused on the current state of the solid waste facility including a brief history of the original "Dump", current and potential future services provided, current cost of operations, current constructed capacity relating to 14.5 years remaining at Current Airspace Consumption Rate, etc.

The presentation also included a "Looking Forward" section which included brief descriptions of project costs for final closure in 14.5 years and summary options to either expand capacities and/or convert to transfer station operations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action regarding this request for a RFQ would continue to delay the need to finalize a plan addressing the 14.5 year closure date.

ATTACHMENTS:
Presentation to the Board 2022 (PDF)
RFQ Solid Waste Consulting 2022 (DOCX)

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

THE DUMP

Perceptions

Just a hole in the ground you fill with trash and cover with dirt.

It costs too much to dispose of things I don't want anymore.

The County just throws away the recycling.

The County makes money from recycling.

Reality

Engineered solid waste disposal method on the land in accordance with Subtitle D, designed and operated to protect human health and the environment by establishing requirements with respect to location, operation, design, ground water monitoring, corrective action, closure and post-closure, and financial assurance.



MARIPOSA COUNTY
PUBLIC WORKS DEPARTMENT
SOLID WASTE AND RECYCLING DIVISION

Attachment: Presentation to the Board 2022 (RES-2022-477 : Authorize an RFQ for Future Operations of

THE MARIPOSA COUNTY SOLID WASTE AND RECYCLING FACILITY OFFERS A WIDE RANGE OF SERVICES

Current Services

- Landfill Disposal
- California Redemption Value Buyback Center
- Commingled Recycling Drop-off
- Organics/Composting
- Mattress Recycling
- Carpet Disposal/Recycling
- Scrap Metal Recycling
- Appliance Disposal/Recycling
- Used Tire Disposal/Recycling
- Electronic/Universal Waste Recycling
- Sharps Drop-off
- Automotive/Marine Battery Recycling
- Used Oil Collection
- Textiles Recycling
- Remote Transfer Stations
- Household Hazardous Waste Disposal Events

Potential Future Services

- Antifreeze Disposal/Recycling
- PaintCare Paint Drop-off
- Compost/Mulch Sales
- Remote/Mobile California Redemption Value Buyback
- Residential Food Waste Drop-off
- Thin Film Plastics Recycling
- Routine Household Hazardous Waste Disposal Events

MARIPOSA COUNTY
PUBLIC WORKS DEPARTMENT
SOLID WASTE AND RECYCLING DIVISION

Attachment: Presentation to the Board 2022 (RES-2022-477 : Authorize an RFQ for Future Operations of

Attachment: Presentation to the Board 2022 (RES-2022-477 : Authorize an RFQ for Future Operations of

WHAT DO YOU WANT TO PAY?

California County Tipping Fees – Comparable Populations						
County	Mariposa	Del Norte	Inyo	Mono	Plumas	Trinity
Population	17,918	27,275	18,526	13,887	19,517	13,407
$/Ton MSW	$121.00	$164.16	$50.00	$74.00	$94.57	$240.00

Not All Disposal Fees Are Alike - Hypothetical Property Cleanup Costs						
1000 lbs Trash	$60.50	$82.08	$25.00	$37.00	$47.29	$120.00
500 lbs Brush	$13.75	$21.72	$6.25	$4.25	$23.64	$10.00
400 lbs Scrap Metal	$0.00	$6.46	$0.00	$3.50	$0.00	$7.60
1 Refrigerator	$20.00	$45.32	$0.00	$27.00	$16.33	$40.00
1 Washing Machine	$9.50	$34.50	$0.00	$13.00	$16.33	$25.00
4 Car Tires	$12.00	$30.20	$21.00	$22.75	$14.52	$16.00
2 Queen Mattress	$0.00	$45.04	$0.00	$10.25	$59.06	$36.00
4 4’ Fluorescent T.	$0.00	$0.00	$0.00	$0.00	$0.00	$4.00
Total	**$115.75**	**$265.32**	**$52.25**	**$117.75**	**$177.17**	**$258.60**

Note: For facilities with a gate fee, the fee was applied to each line item. Colusa County was excluded for lack of scale/weight based fees.

MARIPOSA COUNTY
PUBLIC WORKS DEPARTMENT
SOLID WASTE AND RECYCLING DIVISION

COST OF OPERATIONS

Expenses Average $2.6M per Year

- 30% - Salaries and Benefits
- 17% - Depreciation
- 12% - CRV Payouts
- 10% - Insurance/Costs Allocation
- 5% - Closure/Post Closure Fund*
- 5% - General Professional Services
  - Groundwater and Gas Probe Monitoring and Reporting
  - Environmental Consulting Services
  - Aerial Mapping
  - Fill Sequence Planning
  - Appliance Processing
- 5% - Equipment Leases and Maintenance
  - D6 – Dozer
  - 816 – Compactor
  - 926 – Loader
- 4% - Disposal and Recycling Services
- 2% - Fuel

Attachment: Presentation to the Board 2022 (RES-2022-477 : Authorize an RFQ for Future Operations of

MAJOR FACILITIES STATUS - LANDFILL

Current Utilization Rate

- Approximately 12,000 tons/year
- Approximately 35,000 cubic yards/year

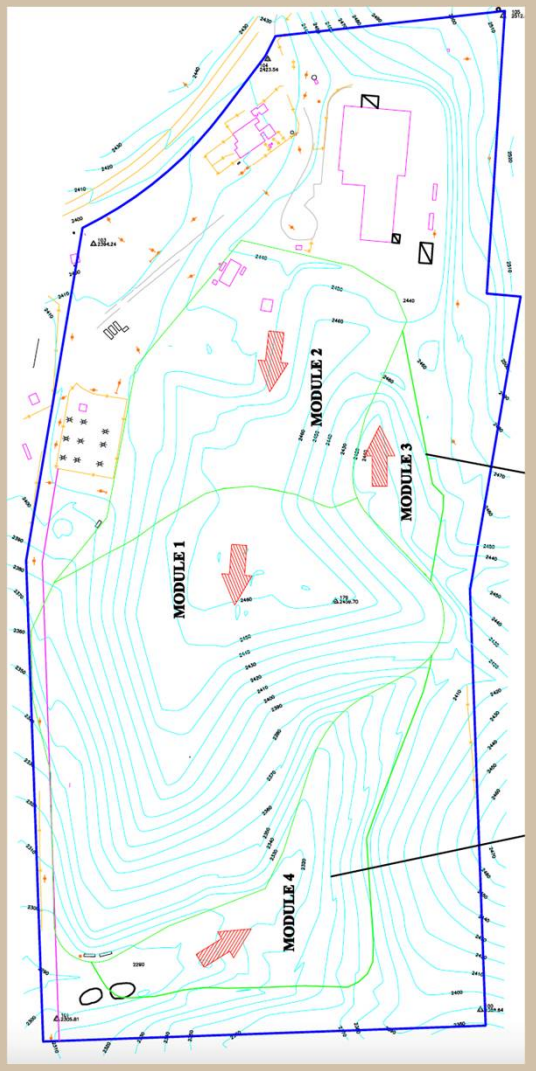
Permitted Capacity

- 1,944,000 Cubic Yards - Total
- Approximately 1,700,000 Cubic Yards Remaining
- 44 Years Remaining at Current Airspace Consumption Rate

Constructed Capacity

- 726,000 Cubic Yards
- Approximately 510,000 Cubic Yards Remaining
- 14.5 Years Remaining at Current Airspace Consumption Rate

Eastern slopes have been constructed to final grades. Remaining Lifespan is dependent on inbound volume, ability to effectively construct exterior slopes, relocation of the Recycling Center, and revisions to final grading plan.



MARIPOSA COUNTY
PUBLIC WORKS DEPARTMENT
SOLID WASTE AND RECYCLING DIVISION

MAJOR FACILITIES STATUS – MATERIAL RECOVERY FACILITY

- The Material Recovery Facility (MRF) has not been operated in accordance with its original intent for the past five years or more.
- Most recently, the MRF was operated as a clean MRF to separate recyclables from the commingled recycling shipments.
- The MRF sort line has been idle for the past year.
  - System is antiquated and inefficient
  - Replacement parts are difficult and expensive to obtain
  - Recycling commodities market values and limitations affect viability and utility of operation
  - Presort and floor sort are viable alternatives
  - Outbound shipments of commingled recycling preserve airspace
- Rollup doors are in need of repair/replacement.



MARIPOSA COUNTY
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Attachment: Presentation to the Board 2022 (RES-2022-477 : Authorize an RFQ for Future Operations of

MAJOR FACILITIES STATUS – COMPOSTING FACILTY

The Composting Facility is severely underutilized based on design capacity. The facility is capable of processing 80+ tons of compostable material per week. The facility currently processes approximately 10 tons per week. The implementation of SB 1383 Short-Lived Climate Pollutants Regulations provides new opportunities for utilization.

- 2020 – Diverted green-waste from Marijuana Eradication Operations from the landfill and began processing in the Composting Facility.
- 2021 - New Twin-Screw Mixer installed. The mixer was donated by the Yosemite Conservancy in cooperation with the NPS and other YNP partners and was purchased with grant funds from the Subaru Zero Landfill Initiative program.
- 2022 – USDA Grant Funding for Pilot Program to increase organics collection along the HWY 140 corridor.
- The facility is operational but in need of some upgrades, maintenance, and repairs.



MARIPOSA COUNTY
PUBLIC WORKS DEPARTMENT
SOLID WASTE AND RECYCLING DIVISION

MAJOR FACILITIES STATUS – RECYCLING CENTER



Operational Changes

- 2020 – Added direct payments and bagged trash service
- 2020 – Reduced public sorting requirements.
- 2021 – Added Monday hours

Future Changes

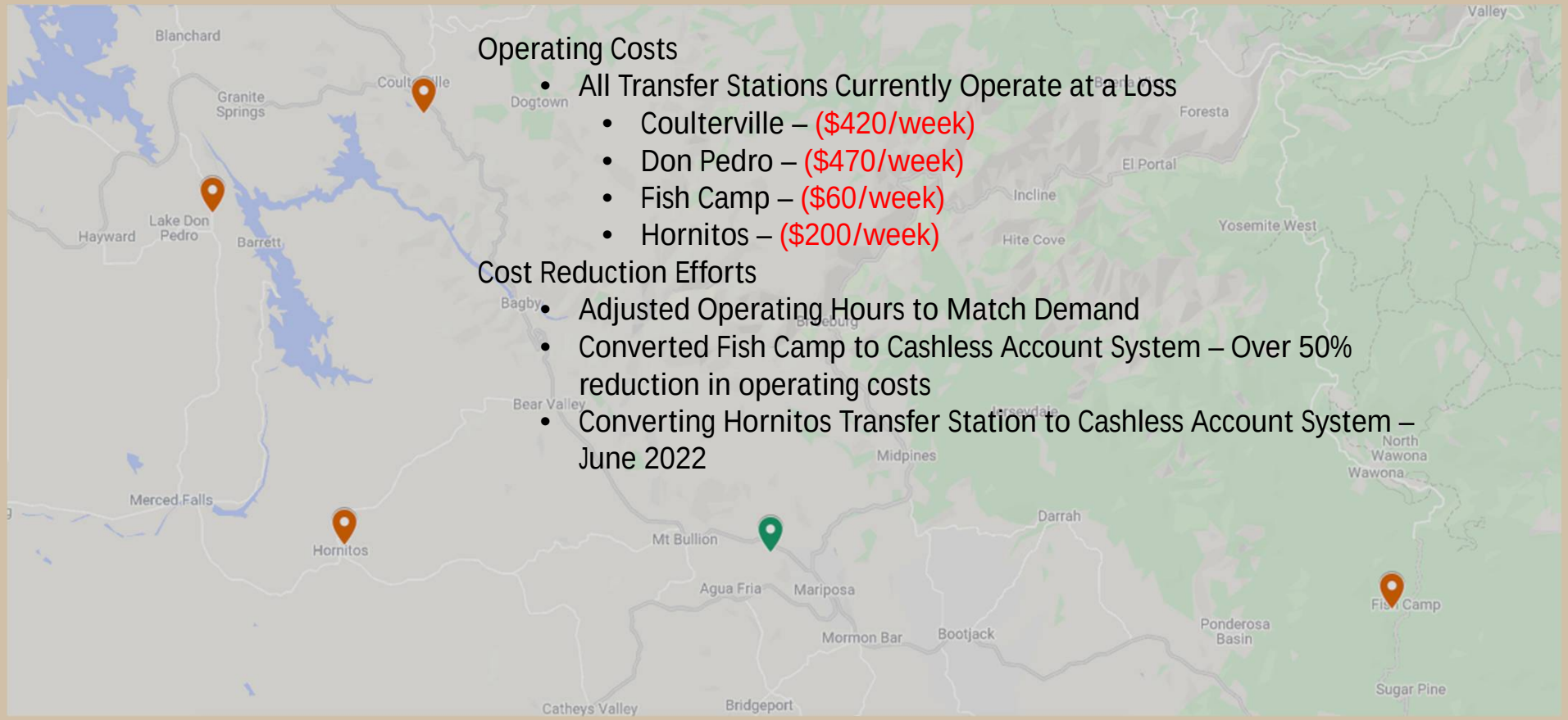
- Small baler installation – purchased with grant funds
- Add Used Antifreeze Recycling/Disposal
- Add thin-film plastic recycling

In general, the Recycling Center is self-sufficient and the operational changes have been well received.

MARIPOSA COUNTY
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MAJOR FACILITIES STATUS – TRANSFER STATIONS



Operating Costs

- All Transfer Stations Currently Operate at a Loss
  - Coulterville – ($420/week)
  - Don Pedro – ($470/week)
  - Fish Camp – ($60/week)
  - Hornitos – ($200/week)

Cost Reduction Efforts

- Adjusted Operating Hours to Match Demand
- Converted Fish Camp to Cashless Account System – Over 50% reduction in operating costs
- Converting Hornitos Transfer Station to Cashless Account System – June 2022

MARIPOSA COUNTY
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LOOKING FORWARD – LANDFILL OPERATIONS

Currently constructed Modules 1 and 2 will reach capacity in 14.5 years. Options:

1. Fill and Close Modules 1 and 2 (Estimated Closure Costs $5.3M*)
2. Construct Modules 3 and 4, and continue operations (Estimated Construction Costs $6.6M*)
3. Construct, Fill, and Close Modules 1 – 4 (Estimated Closure Costs $12.8M*)
4. Reduce Airspace Consumption Rate by 50%
    - 50% of waste will be shipped to a third-party for disposal
    - Double current life expectancy of Modules 1 and 2 (29 years)
    - Potential selectivity of disposal materials
    - Reduced annual impact of Closure/Post-Closure Fund contributions
    - Reduced labor and equipment costs
    - Additional shipping and disposal charges of $360k - $480k per year

Closure/Post-Closure Fund current balance: $1.8M

- Closure/Post-Closure costs estimated are adjusted annually for inflation
- Annual contributions are calculated based on the quantity of airspace consumed each year

*2022 dollars

MARIPOSA COUNTY
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SOLID WASTE AND RECYCLING DIVISION

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LOOKING FORWARD – MATERIAL RECOVERY FACILITY

Options:

1. Continue Current Operations
   - Operational efficiency is dependent on Landfill Operations decisions
2. Repair/Replace sort-line and resume recycling operations
   - Immediate cost for equipment repair/replacement
   - Viability is dependent on recycling market conditions
   - Disposal of overs
3. Convert to Transfer Station
   - Conversion can be accomplished in stages
   - Potential annual costs stabilization through long-term contracts
   - Increased flexibility in disposal decisions
   - Removal of MRF sorting equipment

Potential Service Offerings:

- Develop Inert Material Recycling and Sales Operations

Attachment: Presentation to the Board 2022 (RES-2022-477 : Authorize an RFQ for Future Operations of

LOOKING FORWARD – COMPOSTING FACILITY

The Implementation of SB 1383 Short-Lived Climate Pollutants Regulations have increased the demand for composting operations. Properly managed and marketed, the Composting Facility could prove to be highly sought after and valuable asset for Mariposa County.

Options:

1. Continue current operations and develop in-County sources of organics only
2. Expand service offerings to out-of-County sources
   - Requires investment in upgrades and repairs to existing facilities
   - Increased revenue
   - Transportation cost is a potential hurdle, but could be reduced by utilizing trucks to transport waste offsite
3. Lease facility to third-party that has the resources to manage and market the composting operations

Attachment: Presentation to the Board 2022 (RES-2022-477 : Authorize an RFQ for Future Operations of

STAFF RECOMMENDATION

1. Authorize the issuance of an RFQ and provide funding for a consulting firm to perform an in-depth analysis of the Solid Waste and Recycling Division's operations, finances, and market conditions, and provide recommendations on the best path forward to ensure Mariposa County can continue to meets its Solid Waste and Recycling needs now and in the future.

2. Implement program to reduce airspace consumption by 50% through the transfer of waste material to a third-party for disposal. Authorize the issuance of an RFQ and provide funding for a consulting firm to perform a fee study and recommend a fee structure that will ensure Mariposa County can continue to fund Solid Waste and Recycling operations.

3. Maintain current operations and authorize the issuance of an RFQ and provide funding for a consulting firm to perform a fee study and recommend a fee structure that will ensure Mariposa County can continue to fund Solid Waste and Recycling operations.

MARIPOSA COUNTY
PUBLIC WORKS DEPARTMENT
SOLID WASTE AND RECYCLING DIVISION

Attachment: Presentation to the Board 2022 (RES-2022-477 : Authorize an RFQ for Future Operations of

REQUEST FOR QUALIFICATIONS

MARIPOSA COUNTY PUBLIC WORKS
SOLID WASTE & RECYCLING DIVISION
SOLID WASTE AND RECYCLING SYSTEM STUDY

Work Items to Include:

1. Consulting and Analysis
2. Recommendations
3. Presentation of Findings

DATE ISSUED:	**Thursday, August 18, 2022**
PROPOSALS DUE:	**Thursday, September 15, 2022**
	2:00 PM
SUBMIT TO:	Mariposa County Public Works / Solid Waste Division 4639 Ben Hur Road Mariposa, CA 95338
REFER QUESTIONS TO:	**Matt Hespenheide, County Engineer**

Attachment: RFQ Solid Waste Consulting 2022 (RES-2022-477 : Authorize an RFQ for Future Operations of the Mariposa County Solid Waste &

MARIPOSA COUNTY
REQUEST FOR QUALIFICATIONS
SOLID WASTE AND RECYCLING SYSTEM STUDY

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MARIPOSA COUNTY
REQUEST FOR QUALIFICATIONS
SOLID WASTE AND RECYCLING SYSTEM STUDY

SECTION I – GENERAL INFORMATION

I-1. Request for Qualifications

The County of Mariposa, Public Works Department, Solid Waste and Recycling Division is requesting qualifications from interested firms to perform a *Solid Waste and Recycling System Study*. The expected work shall (at a minimum) include: (1) Consulting & Analysis - all work necessary in order to produce a Presentation of Findings. The Presentation of Findings will be based on thorough research and analysis of available documents, processes and services according to all applicable legal guidelines to ensure the presentation is appropriate; (2) Recommendations - the results will need to be defensible, of clear necessity, and presented to the Board of Supervisors; (3) The Mariposa County Solid Waste and Recycling System Study Presentation of Findings (Report).

Qualifications will be due by **2:00 PM on Thursday, September 15, 2022.** To be considered, two (2) copies of the Qualifications plus one (1) USB copy and one (1) sealed cost proposal must be delivered to the Mariposa County Department of Public Works, 4639 Ben Hur Road, Mariposa, CA 95338. The County reserves the right to reject any or all Qualifications submitted.

During the evaluation process Mariposa County reserves the right, where it may serve the County's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of Mariposa County, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The County reserves the right to retain all Qualifications submitted and to use any idea(s) included in a proposal regardless of whether that qualification is selected.

It is anticipated the selection of the firm (based on merit alone) will be completed by September 30, 2022. Following the selection of the top scoring firm, their fixed fee schedule will be reviewed by the Public Works Director. Negotiation may result. Once pricing has been made acceptable to all parties the project will be awarded and the contract will be written; subject to funding. The County retains the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The proposals also become the property of Mariposa County.

I-2. Tentative Project Milestones

RFQ Issue Date	8/18/2022
RFQ due date	9/15/2022 2:00 PM PST
Complete Review of Proposals	9/30/2022
Project Start Date	10/15/2022

I-3. Official Contacts

Questions by phone or in writing regarding the scope of services or other RFQ related questions must be directed to:

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MARIPOSA COUNTY
REQUEST FOR QUALIFICATIONS
SOLID WASTE AND RECYCLING SYSTEM STUDY

Matt Hespenheide, County Engineer
(209) 966-5356 E-mail: mhespenheide@mariposacounty.org

I-4. Qualifications Due Date

Two (2) print copies plus one (1) USB copy and one (1) sealed cost proposal of the Qualifications must be delivered to the Mariposa County Department of Public Works, 4639 Ben Hur Road, Mariposa, CA 95338 no later than **September 15, 2022, at 2:00 P.M.** local time. Facsimile or electronically transmitted qualifications **will not** be accepted. Late qualifications will returned in their sealed condition and not considered for award. Qualifications must be sealed and clearly addressed and marked with the RFQ title.

Any qualification may be withdrawn at any time before the "Qualifications Due" date and time, by providing a written request for the withdrawal of the qualification to Mariposa County Department of Public Works. A duly authorized representative of the firm shall execute the request. Withdrawal of a qualification will not prejudice the right of the qualifier to file a new qualification.

I-5. Addenda

The County may modify the RFQ at any time prior to the RFQ due date. It is recommended that proposers periodically check with the Department of Public Works at (209) 966-5356, via email to Mariposa County Department of Public Works at mhespenheide@mariposacounty.org, and on the County Web Page for any posted addenda. Proposers who have submitted proposals prior to the due date will also be notified through their contact information provided with their proposal. Addenda will be numbered consecutively. Verbal modifications to the RFQ specifications shall not be binding upon the County.

I-6. Irregularities

The County reserves the right to waive any non-material irregularities or information in the RFQ or in any proposal.

I-7. Incurred Costs

The County is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

I-8 Equal Opportunity Policy for Contractors

Mariposa County requires all proposers to comply with Federal, State and Local Law and Ordinance with regard to equal opportunity practices that all programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

Mariposa County does not require a business license.

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MARIPOSA COUNTY
REQUEST FOR QUALIFICATIONS
SOLID WASTE AND RECYCLING SYSTEM STUDY

SECTION II – QUALIFICATION FORM AND CONTENT

II-1 Qualification Submittal

Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFQ, and should be easily reproducible. Emphasis will be on completeness and clarity of content and cost effectiveness of the qualification. All pages of the qualification must be numbered consecutively. The qualification must be organized in accordance with the list of qualification contents.

II-2 Qualification Form and Content

Qualification should minimally include the following items:

A. All qualifications must include a cover letter addressed to Mariposa County Public Works, 4639 Ben Hur Road, Mariposa, CA 95338 and signed by a duly constituted official legally authorized to bind the applicant to the proposal. The cover letter must include name, address, and telephone number of the proposer submitting the Proposal and the name, title, address, telephone number, FAX number and email address of the person, or persons to contact whom are authorized to represent the proposer and to whom correspondence should be directed.

B. Table of Contents

Include a clear identification of the item by section and by page number.

C. Executive Summary

The qualifier may use this section to introduce the qualification or to summarize the key provisions.

D. Statement of Understanding

The qualifier shall include a detailed statement of understanding of the project.

E. Project Team and Qualifications

This portion should include the name of the person who will be responsible for the management and administration of the *Solid Waste and Recycling System Study* for the County with a resume of that person's experience and qualifications, the names and resumes of their assigned staff, relevant technical experience and the availability of staff for the services. After selection of a firm by the County, no substitution of key staff or sub-contractors may occur without the written approval of the County. Sub-consultants should be listed similarly.

All applicants for consideration must possess the following minimum qualifications:

1. Submission of a list of similar projects performed over the last five (5) years,

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including size of projects, time duration of projects, municipality, and current contact information, including name and phone number

2. Strong background on solid waste and recycling systems and processes.

3. Sufficient staff to complete the project within the schedule requirements

4. Adequate levels of professional liability insurance for all disciplines sufficient to cover the services and resulting response provided

5. Commit an individual project representative with at least five (5) years of experience with similar projects, comparable in size and complexity, in the State of California

6. Applicant must identify any pending or past litigation

F. Similar Examples and References

The qualification should include a listing of public sector assignments that can support the proposer's abilities, to fulfill the services requested in this RFQ. At a minimum, the listing should include plan title, plan location, project manager's contact information and range of project budget, and any other information that could be useful during the evaluation process.

G. Additional Information

Any other information that the proposer feels applicable to the evaluation of the proposal or of their qualification for accomplishing the project should be included in this section. You may use this section to address those aspects of your services that distinguish your firm from other firms.

H. Fee Schedule

The submittal should include a separate, sealed envelope containing the FIXED FEE for completion of the *Solid Waste and Recycling System Study*. The work items can be further detailed according to the firm's understanding of the necessary elements.

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MARIPOSA COUNTY
REQUEST FOR QUALIFICATIONS
SOLID WASTE AND RECYCLING SYSTEM STUDY

SECTION III – BACKGROUND & SCOPE OF WORK

III-1. General Conditions

The County of Mariposa shall not be liable for any pre-contractual expenses incurred by the consultant, nor shall any firm include such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred by a qualification and negotiation of any terms with the County.

The County reserves the right to withdraw this RFQ at any time without prior notice and to reject any or all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the firms best qualified and responsive in the opinion of the County.

Qualifications may, at the County's option, be rejected if they contain any alterations, additions, conditionals or alternatives, are incomplete, or contain erasures or irregularities of any kind. The County expressly reserves the right to postpone submittal opening for its convenience.

The selected firm(s) must agree to indemnify, hold harmless and defend the County, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the County which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.

The selected firm(s) will be required to comply with all existing State and Federal labor laws including those applicable to equal opportunity employment provisions.

The County reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.

All responses to this RFQ shall become the property of the County of Mariposa and will be retained or disposed of accordingly.

No amendments, additions or alternates shall be accepted after the submission date and time.

All documents, records, designs and specifications developed by the selected firm during the course of providing services for Mariposa County shall be the property of the County. Anything considered to be proprietary should be so designated by the firm.

Acceptance by the County of any qualification submitted pursuant to this RFQ shall not constitute an implied intent to enter into a contract for services.

The County reserves the right to issue a written notice to all participating firms of any change in the proposal submission schedule should the County determine, in its sole discretion, that such changes are necessary.

Mariposa County is a rural county located in the central Sierra Nevada foothills. State Highway 140 is the major east-west highway leading from the Gold Country to Yosemite Valley. State Highway 49 is the major north-south highway paralleling the Gold Country of the foothills. The

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County has a population of 17,131 based upon 2020 Census Data. There are no incorporated cities within Mariposa County. The Yosemite Valley is located in Mariposa County and the County's Solid Waste and Recycling System is impacted by an average of four (4) million visitors to the Yosemite Area per year.

The Mariposa County Solid Waste and Recycling System consist of a Landfill, Composting, and Recycling Facility; four (4) outlying Transfer Stations, and a single Franchise Waste Hauler that services the entire County.

The Landfill, Composting, and Recycling Facility is located north of the town of Mariposa, approximately two (2) miles north of the junction of SR 49 and Highway 140. The facility has a California Redemption Value (CRV) Buyback Center, 26 acre landfill (33.1 acres permitted disposal area with expansion), transfer/Material Recovery Facility, and 1500 cubic yard total capacity in-vessel composting facility.

Service offerings include:

- Landfill Disposal (12,500 tons/yr)
- C&D Debris Disposal/Beneficial Reuse (1,400 tons/yr)
- Inerts (asphalt, concrete, soil) Disposal/Beneficial Reuse (6,500 tons/yr)
- CRV Recycling
- General Recycling (900 tons/yr)
- Scrap Metal Recycling (750 tons/yr)
- Tire Recycling (40 tons/yr)
- Appliance Recycling (225 tons/yr)
- E-waste\Universal Waste Recycling
- Carpet Recycling (C.A.R.E. Program)
- Mattress Recycling (MRC Program)
- Organics Composting/Beneficial Reuse (1,300 tons/yr)
- Household Hazardous Waste (HHW) Collection
- Special Waste Collection (used oil, sharps, automotive\marine batteries)

III-2. Scope of Work

A. **Operational Review**

1. Work with Public Works staff to gain an understanding of Solid Waste and Recycling Services provided by the Department and current operating practices.

2. Perform an in-depth analysis of Landfill, Commingled Recycling (MRF), and Composting Facility Operations.

3. Perform a complete landfill design review and provide estimated operating and construction costs for the following scenarios:

    i. Operation of the currently constructed cells at projected fill rates until final closure.

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ii. Operation of the currently constructed cells and construction of additional permitted cells at projected fill rates until final closure.

iii. Operation of the currently constructed cells at 30-50% of projected fill rates until final closure concurrent with waste transfer operations for out-of-county disposal.

iv. Conversion to a waste transfer station and closure of existing cells.

4. Provide recommendations for increasing utilization of the Composting Facility (increased volume) by sources within and outside of Mariposa County.

5. Perform an analysis of outlying Transfer Station Operations and provide recommendations for improving efficiency, reducing costs, and hours and days of operation.

6. Perform an analysis of the impact of public self-haul on facility operations and provide recommendations to reduce impacts and improve the service experience.

B. **Franchise Agreement Review**

1. Review the existing Franchise Waste Hauler Agreement and provide recommendations for contract terms that should be included in future agreements.

2. Provide an analysis of the benefits and disadvantages of maintaining an exclusive versus non-exclusive franchise system for waste haulers within the County.

3. Provide an analysis of the benefits and disadvantages of requiring Franchise Waste Haulers to dispose of County waste at the Mariposa County Solid Waste and Recycling Facility.

C. **Fee Analysis**

1. Utilizing data obtained from the Operational Review, analyze current fees and cost of service to determine if they are sufficient to reimburse the County for the costs of services provided, adequately fund the Closure/Post Closure Fund, adequately fund future landfill expansion projects and make a recommendation regarding the possible inclusion of a Franchise Fee into the overall rate structure.

2. Review fees to ensure that the County is not subsidizing this Enterprise Fund operation for costs of providing services not related to the fees collected.

3. Review fees to ensure the County has adequate funds to provide regular HHW Collection Services in the absence of grant funding.

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4. Provide possible legal and practical guidance on expenses that should be included or excluded from the fee calculations. Specifically, as they may relate to California State Proposition 218.

5. Compare the Fee Schedules and collection policies to those of comparable California counties.

6. Make recommendations to Public Works and the County Board of Supervisors, regarding modifications to the County's Fee Schedules and implementation strategies to mitigate impacts to both residential and commercial customers.

7. Develop fee increase metrics that can be used by County staff for ongoing management and maintenance of the Fee Schedules to ensure the Fee Schedules are adjusted to reflect increases in cost (Indexed Escalation).

D. **Presentation of Findings**

1. Utilizing data obtained from the Operational Review, Franchise Agreement Review, and Fee Analysis prepare draft outcomes and recommendations for review by Public Works Department Staff.

    i. If applicable, recommended operational changes must include corresponding changes to the Fee Schedule.

    ii. If applicable, facility and/or landfill design recommendations should be accompanied by draft drawings.

2. Prepare draft presentation materials and electronic presentation for review by Public Works Department Staff that incorporates staff feedback and comments on recommended operation changes.

3. Rehearse finalized presentation with Public Works Department Staff.

4. Present finalized presentation to the Mariposa County Board of Supervisors.

III-3. Selection Procedure

The selection will be based on the total points from each staff's scorecard. The County shall screen all applications and the top candidates may be selected for formal in-person interviews. Proposals will be screened by a minimum of three (3) senior County staff members. County staff will determine the individuals or firms selected using a weighted scoring system. The selection will be based on the total points from each County staff member's scorecard.

In review of the proposals, the County will carefully evaluate the following:

- The firm's approach and overall professional abilities (10 points)
- The overall expertise, experience, and qualifications of the proposed staff (25 points)
- The firm's experience with similar contracts and projects (15 points)

DRAFT

Attachment: RFQ Solid Waste Consulting 2022 (RES-2022-477 : Authorize an RFQ for Future Operations of the Mariposa County Solid Waste &

MARIPOSA COUNTY
REQUEST FOR QUALIFICATIONS
SOLID WASTE AND RECYCLING SYSTEM STUDY

- The firm's demonstrated ability to deliver work on time and within budget (25 points)
- The extent to which previous clients have found the firm's services acceptable (15 points)
- Communication skills as demonstrated in proposal (10 points)

The County will require the individual or firm selected to maintain general liability, automobile, workers' compensations, and errors and omissions insurance. The selected firm or individual will also be required to maintain relevant business licensure. The contract will contain provisions requiring the selected firm to indemnify the County and provide that the Consultant is an independent contractor serving at the will of the County. Other required provisions will include the County Board of Supervisors right to terminate the agreement, at its sole discretion, upon the provision of notice.

DRAFT

Attachment: RFQ Solid Waste Consulting 2022 (RES-2022-477 : Authorize an RFQ for Future Operations of the Mariposa County Solid Waste &

MARIPOSA COUNTY

Public Works/Solid Waste · 209-966-2498

ORDINANCE 2022-1177

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with SB 1383

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Adding Chapter 8.60 Organic Waste Disposal Reduction" to the Mariposa County Code.

The Short-lived Climate Pollutant Reduction Act of 2016 (SB 1383) requires Jurisdictions to adopt and enforce and ordinance or similar enforceable mechanism to implement relevant provisions of SB 1383 Regulations. The Jurisdiction's oversight and enforcement program is required to incorporate evaluations of edible food recovery, CALGreen Building Standards, and Water Efficient Landscape program requirements.

This draft ordinance includes all regulatory requirements applicable to Mariposa County and mandates compliance by organic waste generators, haulers, and other entities that are subject to Mariposa County's jurisdiction.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Ordinance No. 409 was adopted by the Board of Supervisors in 1975 creating Chapter 8.12, outlining which entities may use the Mariposa County solid waste system as well as restrictions and associated penalties.

Ordinance No. 493 was adopted by the Board of Supervisors in 1978 creating Chapter 8.36, establishing regulations governing the collection, transportation, and disposal of solid waste within Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives: Make amendments to the text in the draft ordinance.

Negative action: If the ordinance is not introduced or adopted, CalRecycle could take direct enforcement action against entities subject to Mariposa County's jurisdiction and/or enforcement action against Mariposa County. Additionally, Mariposa County would not be eligible to receive CalRecycle SB 1383 Local Assistance grant funds.

ATTACHMENTS:
Draft Ordiance 8.60 Summary (DOCX)
Draft Ordinance 8.60 (DOCX)
Ordinance 0409 (PDF)
Ordinance 0493 (PDF)

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

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF ADOPTED ORDINANCE CREATING COUNTY CODE TO ADD CHAPTER 8.60 ENTITLED "ORGANIC WASTE DISPOSAL REDUCTION"

Notice is hereby given that on Tuesday, August 16, 2022, at its regularly scheduled meeting, the Mariposa County Board of Supervisors adopted an ordinance to amend Mariposa County Code Title 8 to add Chapter 8.60:

Section I: Definitions

Identifies the Mariposa County Public Works Department as the Reporting Authority for Mariposa County and details the regulatory recordkeeping and reporting requirements.

Describes the education and outreach requirements that shall be implemented by the Mariposa County Public Works Department and the Jurisdiction's franchised hauler.

Regulatory requirements for single-family generators. Single-family generators with collection service must place designated materials in designated containers. Encourages single-family generators to voluntarily reduce organic waste disposal.

Requires commercial businesses, including multi-family residential dwellings of five or more units, which generate more than four cubic yards of commercial solid waste per week to participate in a recycling program.

Requires applicable commercial edible food generators to arrange to recover the maximum amount of edible food that would otherwise be disposed. Includes recordkeeping and reporting requirements.

Details the edible food recovery recordkeeping and reporting requirements for food recovery services, food recovery organizations, and the Mariposa County Public Works Department.

Requires composting facilities and community composting operators to provide information regarding activities, capacity, and throughput to Mariposa County within 60 days of receiving a request for information.

Requires self-haulers to source separate recyclable materials in accordance with Mariposa County requirements. Details the recordkeeping and reporting requirements for commercial businesses that self-haul solid waste.

Assigns the responsibility for CALGreen Building Code compliance to the Building Department Director. Requires permit applicants for new construction and building additions and alterations to comply with the California Green Building Standards Code.

Attachment: Draft Ordiance 8.60 Summary (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in

Assigns the responsibility for Model Water Efficient Landscaping Ordinance (MWELO) compliance to the Building Department Director. Defines which property owners or their building or landscape designers that are subject to MWELO compliance. Details the MWELO compost and mulch use requirements.

Assigns the responsibility for paper procurement compliance, including tracking and reporting of procurement by each department, to the Public Works Department. Defines the Recycled-Content Paper Procurement policy requirements.

Authorizes Mariposa County, and/or its designated entities, to conduct inspections and investigations to confirm compliance with this ordinance. This section does not allow inspections of the interior of private residential property.

Any violation of this chapter is a misdemeanor and shall be punishable under Chapter 1.20, the general penalty provision, of this code.

Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code § 25124.

Voting on the Ordinance was as follows:

AYES:
NOES:
ABSENT:
ABSTAINED:

Danielle Bondshu
Clerk of the Board

Attachment: Draft Ordiance 8.60 Summary (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in

Attachment: Draft Ordinance 8.60 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with

MARIPOSA COUNTY ORDINANCE NO. _____

AN ORDINANCE OF THE MARIPOSA COUNTY BOARD OF SUPERVISORS AMENDING COUNTY CODE TO ADD CHAPTER 8.60 TITLED "ORGANIC WASTE DISPOSAL REDUCTION"

WHEREAS, State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

NOW, THEREFORE, the Board of Supervisors of Mariposa County ordains as follows:

Attachment: Draft Ordinance 8.60 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with

SECTION I: Chapter 8.60 of the Mariposa County Code is hereby created to read as follows:

8.60.010 DEFINITIONS

(a) "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).

(b) "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

(c) "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential Dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

(d) "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

(e) "Compliance Review" means a review of records by a Jurisdiction or Regional Agency to determine compliance with this ordinance.

(f) "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

(g) "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

(h) "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

(i) "C&D" means construction and demolition debris.

(j) "Designee" means an entity that a Jurisdiction contracts with or otherwise arranges to carry out any of the Jurisdiction's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

(k) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

(l) "Enforcement Action" means an action of the Jurisdiction to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

(m) "Food" has the same meaning as in Section 113781 of the Health and Safety Code. "Food" means a raw, cooked, or processed edible substance, ice, beverage, an ingredient used or intended for use or for sale in whole or in part for human consumption, and chewing gum.

(n) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

(o) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

(p) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

(q) "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;

(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

Attachment: Draft Ordinance 8.60 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

(r) "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

(s) "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

(t) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

(u) "Inspection" means a site visit where a Jurisdiction or Regional Agency reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

(v) "Jurisdiction" means Mariposa County.

(w) "Jurisdiction Enforcement Official" county administrative official or other executive in charge or their authorized Designee(s) who is/are partially or wholly responsible for enforcing the ordinance.

(x) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location

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that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

(y) "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

(z) "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

(aa) "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

(bb) "MWELO" refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

(cc) "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

(dd) "Non-Local Entity" means the following entities that are not subject to the Jurisdiction's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

(1) Special District(s) located within the boundaries of the jurisdiction.

(2) Federal facilities, including federal parks, located within the boundaries of the Jurisdiction.

(3) Prison(s) located within the boundaries of the Jurisdiction.

(4) Facilities operated by the State Park system located within the boundaries of the Jurisdiction.

(5) Public universities (including community colleges) located within the boundaries of the Jurisdiction.

(6) County fairgrounds located within the boundaries of the Jurisdiction.

(7) State agencies located within the boundaries of the Jurisdiction.

(ee) "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

(ff) "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

(gg) "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

(hh) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

(ii) "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

(jj) "Printing and Writing Paper" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

(kk) "Prohibited Container Contaminants" means materials designated as unacceptable for collection or drop-off.

(ll) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

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(mm) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

(nn) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

(oo) "Regional Agency" or "Agency" means regional agency as defined in Public Resources Code Section 40181.

(pp) "Regional Enforcement Official" means an employee of a Regional Agency, designated by the Jurisdiction with responsibility for enforcing any portion of the ordinance in conjunction or consultation with the Jurisdiction Enforcement Official.

(qq) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

(rr) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

(ss) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

(tt) "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste, or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

(uu) "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.

(vv) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts

thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

(1) Hazardous waste, as defined in the State Public Resources Code Section 40141.

(2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

(3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

(ww) "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Solid Waste for the purposes of collection and processing.

(xx) "State" means the State of California.

(yy) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(zz) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

(1) Supermarket.

(2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.

Attachment: Draft Ordinance 8.60 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with

(3) Food Service Provider.

(4) Food Distributor.

(5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

(aaa) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

(1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

(2) Hotel with an on-site Food Facility and 200 or more rooms.

(3) Health facility with an on-site Food Facility and 100 or more beds.

(4) Large Venue.

(5) Large Event.

(6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

(7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

(bbb) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, or prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

8.6.020 REQUIREMENTS FOR THE RECORDKEEPING AND REPORTING AUTHORITY

(a) In conformance with Section 18995.2 of the Regulations, the Reporting Authority will store and maintain the Implementation Record for the Jurisdiction in a manner as required in the Regulations, provided that the information is made available to the Reporting Authority by the Jurisdiction creating such records.

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(b) The Mariposa County Public Works Department shall be the Reporting Authority and shall prepare and submit the Initial Jurisdiction Compliance Report and Jurisdiction Annual Reports to CalRecycle in compliance with Sections 18994.1 and 18994.2.

(c) The Reporting Authority shall submit the Edible Food Recovery Capacity required reports in accordance with the schedule established in Section 18992.3.

(d) Upon request by a CalRecycle representative, the Reporting Authority will provide access to the Implementation Record within 10 business days in conformance with the California Public Records Act (Government Code §6250 *et seq.*). The Reporting Authority will also respond to a request for public records contained in the Implementation Record. The Reporting Authority and any Jurisdiction or Responsible Department shall each notify the other if a request for all or part of the Implementation Record is received and shall coordinate a response to such request.

8.6.030 COMPLIANCE WITH EDUCATION AND OUTREACH

(a) The Mariposa County Public Works Department shall provide educational materials and community outreach to organic waste generators that explain and provide information on the requirements of the SB 1383 Regulations, as more specifically described below.

(b) In providing the education and outreach materials described below, the Mariposa County Public Works Department intends that its education and outreach efforts will be consistent with, and in coordination with, the education and outreach provided by the Jurisdiction's franchised hauler. Although Non-Local Entities and Local Education Agencies are not under the Jurisdiction's control but are still subject to SB 1383, the Mariposa County Public Works Department shall also identify and provide them with the educational materials on the requirements set forth below.

(c) Prior to July 1, 2022, the Mariposa County Public Works Department will make available to Generators, through print and/or electronic media as permitted pursuant to the Regulations, information regarding local opportunities for organic waste reduction and the responsibilities and requirements set forth in Sections 18985.1, 18985.2, 18991.3, 18991.4, and 18991.5 of the Regulations. The information generated pursuant to this subparagraph shall be made available through posting on the Mariposa County Public Works Department website, and brochures made available for distribution to Generators. The Mariposa County Public Works Department will additionally distribute the information through other social media as deemed appropriate at the Mariposa County Public Works Department's discretion. The information generated pursuant to this subparagraph shall be updated at least annually.

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(d) Through email, letters, or other direct communication, Mariposa County Public Works Department shall annually notify Tier I and II Commercial Edible Food Generators within its Jurisdiction of their food recovery requirements as established pursuant to Section 18991.3 and 18991.4 of the Regulations. Such notification shall include corresponding resources to assist in compliance with the applicable food recovery requirements.

8.60.040 REQUIREMENTS FOR SINGLE-FAMILY GENERATORS

Single-Family Solid Waste Generators shall comply with the following requirements:

(a) If utilized, shall comply with the Jurisdiction's Solid Waste collection service(s) by placing designated materials in designated containers and shall not place Prohibited Container Contaminants in collection containers. If a Single-Family Solid Waste Generator self-hauls Solid Waste, it must meet the Self-Hauler requirements in 8.60.090 of this ordinance.

(b) Single-Family Solid Waste Generators are encouraged to manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

8.60.050 REQUIREMENTS FOR COMMERCIAL BUSINESSES

Commercial Businesses, including Multi-Family Residential Dwellings of five or more units, that generate more than four cubic yards of commercial solid waste per week shall arrange for recycling services and shall take at least one of the following actions:

(a) Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that includes collection, self-hauling, or other arrangements for the pickup of the recyclable materials.

(b) Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation.

(c) A property owner of a multifamily residential dwelling may require tenants to source separate their recyclable materials to aid in compliance with this section.

(d) If utilized, comply with the Jurisdiction's Solid Waste collection service(s) by placing designated materials in designated containers and shall not place Prohibited Container Contaminants in collection containers. If a Commercial Business self-hauls Solid Waste, it must meet the Self-Hauler requirements in 8.60.090 of this ordinance.

(e) Supply and allow access to an adequate number, size, and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with the Jurisdiction's collection service.

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(f) Excluding Multi-Family Residential Dwellings, provide containers for the collection of those Source Separated Recyclable Materials as applicable in all indoor and outdoor areas where disposal containers are provided for customers for materials generated by that business. Such containers do not need to be provided in restrooms.

(g) To the extent practical through education, training, inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees, contractors, tenants, and customers from placing materials in a container not designated for those materials per the Jurisdiction's collection service.

(h) Annually provide information to employees, contractors, tenants, and customers about Solid Waste Recovery requirements and about proper sorting of Recyclable Materials.

(i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Recyclable Materials separate from Waste (when applicable) and the location of containers and the rules governing their use at each property.

(j) Provide or arrange access for the Jurisdiction or its agent to their properties during all Inspections conducted in accordance with 8.60.130 of this ordinance to confirm compliance with the requirements of this ordinance.

(k) Accommodate and cooperate with the Jurisdiction's monitoring program for inspection of the contents of containers for Prohibited Container Contaminants, to evaluate generator's compliance with 8.60.050(d).

(l) If a Commercial Business self-hauls Solid Waste, it must meet the Self-Hauler requirements in 8.60.090 of this ordinance.

(m) Nothing in this Section prohibits a Commercial Business from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(n) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to 8.60.060.

8.60.060 REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing July 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

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(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(c) Commercial Edible Food Generators shall comply with the following requirements:

(1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

(2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

(3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

(4) Allow Jurisdiction's designated enforcement entity or Regional Agency to access the premises and review records pursuant to 14 CCR Section 18991.4.

(5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

(C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(iii) The established frequency that food will be collected or self-hauled.

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(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

(6) No later than March 1 of each year commencing no later than 2023 for Tier One Commercial Edible Food Generators and 2025 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the Mariposa County Public Works Department that includes all information listed in 8.60.060(c)(5).

(d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and amended Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.60.070 REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES AND JURISDICTION

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

(2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

(3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

(4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

(2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

(3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

(c) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the Jurisdiction and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the Jurisdiction the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than March 1.

(d) In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the Jurisdiction, Food Recovery Services and Food Recovery Organizations operating in the Jurisdiction shall provide information and consultation to the Mariposa County Public Works Department, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the Jurisdiction and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the Mariposa County Public Works Department shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the Jurisdiction or Regional Agency.

8.60.080 REQUIREMENTS FOR FACILITY OPERATORS AND COMMUNITY COMPOSTING OPERATIONS

(a) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon Jurisdiction request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the Jurisdiction shall respond within 60 days.

(b) Community Composting operators, upon Jurisdiction request, shall provide information to the Jurisdiction to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the Jurisdiction shall respond within 60 days.

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8.60.090 SELF-HAULER REQUIREMENTS

(a) Self-Haulers shall source separate all recyclable materials generated on-site from Solid Waste in a manner consistent with Jurisdiction requirements.

(b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials.

(c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Solid Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Solid Waste; this record shall be subject to Inspection by the Jurisdiction. The records shall include the following information:

(1) Delivery receipts and weight tickets from the entity accepting the waste.

(2) The amount of material in cubic yards or tons transported by the generator to each entity.

(3) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Solid Waste.

(d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 8.60.090(c) to Jurisdiction if requested.

(e) A residential Solid Waste Generator that self-hauls Solid Waste is not required to record or report information in Section 8.60.090(c) and (d).

8.60.100 COMPLIANCE WITH CALGREEN RECYCLING REQUIREMENTS

(a) The Building Department Director is responsible for CALGreen Building Code compliance, including the tracking and reporting of Construction and Demolition (C&D) debris diversion and annually reporting to the Public Works Department in compliance with the SB 1383 Regulations.

(b) Persons applying for a permit for new construction and building additions and alterations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if the project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

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Project applicants shall refer to the Mariposa County Building Department for complete CALGreen requirements.

(c) For projects covered by CALGreen, the applicants must, as a condition of the permit approval, comply with the following:

(1) New construction of Multi-Family dwelling units of five or more units on a building site, shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

(2) New Commercial construction or additions resulting in more than 30% of the floor area shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 f the California Green Building Standards Code, 24 CCR, Part 11 as amended provided the amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

(3) Comply with CALGreen requirements and applicable laws related to management of C&D from disposal. Comply with all written and published Jurisdiction policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

8.60.110 COMPLIANCE WITH MODEL WATER EFFICIENT LANDSCAPING ORDINANCE REQUIREMENTS

(a) The Building Department Director is responsible for Model Water Efficient Landscaping Ordinance compliance, including the tracking and reporting of compost and mulch use requirements and annually reporting to the Public Works Department in compliance with the SB 1383 Regulations.

(b) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the Jurisdiction, who are constructing a new (single-family, multi-family, public, institutional, or commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section.

(c) The following compost and mulch use requirements that are part of the MWELO are now also included as requirements of this ordinance. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

(d) Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 8.60.110(b) above shall:

(1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:

(A) For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

(B) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

(C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

(2) The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 8.60.110(b) shall consult the full MWELO for all requirements.

(e) If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires Jurisdictions to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more

stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

8.60.120 PROCUREMENT REQUIREMENTS FOR JURISDICTION DEPARTMENTS, DIRECT SERVICE PROVIDERS, AND VENDORS

(a) The Mariposa County Public Works Department is responsible for the paper procurement compliance, including the tracking and reporting of procurement by each department in compliance with the SB 1383 Regulations.

(b) Jurisdiction departments, and direct service providers to the Jurisdiction, as applicable, must comply with the Jurisdiction's Recycled-Content Paper procurement policy.

(c) All vendors providing Paper Products and Printing and Writing Paper shall:

(1) If fitness and quality are equal, provide Recycled-Content Paper products and recycled-content printing and writing paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.

(2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.

(3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

(4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).

(5) Provide records to the Mariposa County Public Works Department, in accordance with the Jurisdiction's Recycled-Content Paper procurement policy of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department

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or employee of the Jurisdiction. Records shall include a copy (electronic) of the invoice or other documentation of purchase, written certifications as required in Sections 8.60.120(c)(3) and (c)(4) of this ordinance for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided and include supporting documentation.

8.60.130 INSPECTIONS AND INVESTIGATIONS BY JURISDICTION

(a) Jurisdiction representatives, and/or its designated entities, are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Solid Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow Jurisdiction to enter the interior of a private residential property for Inspection.

(b) Regulated entity shall provide or arrange for access during all inspections (with the exception of residential property interiors) and shall cooperate with the Jurisdiction's employee or its designated entity/designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (1) access to an entity's premises; or (2) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

(c) Any records obtained by a Jurisdiction and/or designee during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

(d) Jurisdiction and/or designee are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

(e) Jurisdiction and/or its designated entities shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

8.60.140 ENFORCEMENT

(a) Any violation of this chapter is a misdemeanor and shall be punishable under Chapter 1.20, the general penalty provision, of this code.

(b) Education Period for Non-Compliance

Beginning July 1, 2022 and through December 31, 2023, Jurisdiction will conduct Inspections, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the Jurisdiction determines that Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by July 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code § 25124.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 16th day of August, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

ATTEST:

_____

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____

STEVEN W. DAHLEM
County Counsel

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MARIPOSA COUNTY ORDINANCE NO. 409

The Board of Supervisors of the County of Mariposa do ordain as follows:

SECTION I:

All persons, firms, corporations, and their agents whose residences or places of business are within the boundaries of the County of Mariposa, shall be privileged to use the facilities of the various Mariposa County Sanitary Landfill operations for the depositing and dumping of refuse and garbage originating within the boundaries of the County of Mariposa.

No person, firm, or corporation, other than those above designated, shall enter into or upon the lands of the various Mariposa County Sanitary Landfill operations or use said Sanitary Landfill operations for any purposes whatsoever. No refuse or garbage except that originating in the County of Mariposa shall be placed in the various Sanitary Landfill operations.

SECTION II:

It shall be unlawful for any person, firm, or corporation or their agent having the right to use the various Sanitary Landfull operations in the County of Mariposa to deposit tires, tree stumps, household appliances of over eight (8) cubic feet and furniture of over eight (8) cubic feet, in any of the various Sanitary Landfill operation located at Mariposa with the exception of the main Sanitary Landfill Site located in Mariposa.

The Board of Supervisors may set out by Resolution a charge for the dumping of said tires, tree stumps, household appliances, or furniture at the main Sanitary Landfill site

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located in Mariposa.

SECTION III:

Persons under the age of 12 years are not allowed on the grounds of the various Sanitary Landfill sites of the County of Mariposa unless

a) accompanied by a parent or guardian, and

b) remain within the vehicle during the use of the Sanitary Landfill site.

SECTION IV:

If any title, division, chapter, section, subsection, paragraph, sentence, clause, or phrase of this ordinance is held invalid or unconstitutional for any reason by a court that decisic does not affect the validity or constitutionality of the remainder of this code. The board of supervisors declares that it would have adopted each part of this ordinance irrespective of the validity of any other part.

SECTION V:

Violations of this ordinance shall be punishable by a fine not to exceed $200.00, or by imprisonment in the County Jail for a period not to exceed six (6) months, or by both fine and imprisonment.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, this 25th day of November, 1975 by the following vote;

AYES: Clark, Dalton, Long, Moffitt, Richardson
NOES: None
ABSENT: None
NOT VOTING: None

Tom R. Richardson
TOM R. RICHARDSON, Chairman
Board of Supervisors

ATTEST:

Ellen Bronson
ELLEN BRONSON, County Clerk and
Ex-Officio Clerk of the Board

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MARIPOSA COUNTY ORDINANCE NO. 493

AN ORDINANCE AMENDING THE MARIPOSA COUNTY CODE BY ADDING CHAPTER 8.36 TO TITLE 8 THERETO ENTITLED AN ORDINANCE RELATING TO PUBLIC HEALTH AND PARTICULARLY TO THE COLLECTION, TRANSPORT, AND DISPOSAL OF SOLID WASTE CLASSIFYING LAND AND ESTABLISHING A SCHEDULE OF FEES AND PROVIDING FOR APPROPRIATE EXEMPTION FOR COUNTY WASTE DISPOSAL.

The Board of Supervisors of the County of Mariposa, State of California, does hereby ordain as follows:

The Mariposa County Code is hereby amended by adding Chapter 8.36 thereto in order to establish regulations governing the collection, transportation, and disposal of solid wastes within the County of Mariposa and to further classify land and establish a schedule of fees and provide for appropriate exemption for County waste disposal. The following chapter and sections to be numbered, entitled, and read as follows:

TITLE 8
HEALTH AND SAFETY

Sections:

8.36.010 Purpose
8.36.020 Definitions
8.36.030 Solid Waste Storage and Removal Standards
8.36.040 Collection and Transportation Equipment
8.36.050 Regulation of Collectors
8.36.060 Solid Waste Disposal
8.36.070 Penalties
8.36.080 Refuse Removal
8.36.090 Certificates or Permits
8.36.100 Classification of Land and Establishment of a Schedule of Fees and Providing for Appropriate Exemption for County Waste Disposal

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8.36.110 Repeal

8.36.120 Adoption

8.36.130 County Area Covered and Excluded

SECTIONS

8.36.010 PURPOSE. The Board has found it necessary to establish regulations governing the collection, transportation, ad disposal of solid waste within the County of Mariposa and to further classify land and establish a schedule of fees and provide for appropriate exemption for county waste disposal.

8.36.020 DEFINITIONS.

A. GENERAL

Unless the context requires otherwise, the definitions set forth in this Section shall govern the construction of this Chapter.

B. ABANDONED VEHICLES

Abandoned vehicles includes vehicles, with or without motor power, including cars, trucks, trailers, mobilehomes, buses, etc., left on public or private property for an extended period of time and usually in an inoperable or hazardous conditior

C. BOARD

Board means the Board of Supervisors of the County of Mariposa.

D. BULKY WASTE

Bulky waste includes large items of solid waste such as appliances, furniture, large auto parts, trees, branches, stumps, and other oversize wastes whose large size precludes or complicates their handling by normal collection, processing, or disposal methods.

E. CERTIFICATE OF CONVENIENCE AND NECESSITY

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Shall be that resolution issued by the Board of Supervisors as defined in Ordinance 353

F. CERTIFICATE HOLDER

Shall be that person to whom a Certificate of Convenience and Necessity has been granted;co-terminously referred to as "Franchisee"

G. COLLECTION

Collection means the act of collecting solid waste at the place of waste generation by an approved collection agent (public or private) and is distinguished from "removal".

H. COLLECTOR

Any person who collects for disposal any refuse other than that which was produced in his own dwelling or business. Refuse from multiple unit dwellings, condominiums, apartments, home owners association, and mobile home parks is considered as produced by others, excepting owners who have refuse therein and homeowners associations.

I. COMMERCIAL SOLID WASTES

Commercial solid wastes include all types of solid waste generated by stores, offices, and other commercial sources, excluding residences, and excluding industrial wastes.

J. COLLECTION VEHICLE OR EQUIPMENT

Collection vehicle or equipment includes any vehicle or equipment used in the collection of residential refuse or commercial solid wastes.

K. COMPOSTING

Composting includes a controlled microbial degradation of organic wastes yielding a safe and nuisance free product.

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L. CONSTRUCTION AND DEMOLITION WASTES

Construction and demolition wastes include the waste building materials, packaging, and rubble resulting from construct n, remodeling, repair and demolition operations on pavements, houses, commercial buildings, and other structures

M. COUNTY HEALTH DEPARTMENT

County Health Department means the County Department of Health, County of Mariposa.

N. DISPOSAL SITE OR SITES

Disposal site or sites includes the place, location, tract of land, area or premises in use, intended to be used, or which has been used for the landfill disposal of solid wastes.

O. HEALTH OFFICER

Health Officer means the Health Officer of the Department of Health of the County of Mariposa or his designated representative.

P. ENFORCEMENT AGENCY

Enforcement Agency means the Department of Health of the County of Mariposa. Such enforcement is limited to those regulations that pertain to public health and safety. The Department of Health is responsible for the operational plan for all franchise operations and or permittees.

Q. GARBAGE

Garbage includes all kitchen and table food waste,and animal or vegetable waste that attends or results from the storage preparation, cooking, or handling of food stuffs. Uncleaned food containers are considered garbage.

R. HAZARDOUS WASTES

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Litter includes any post-consumer solid waste which is not deposited in (1) an authorized solid waste site; (2) appropriate and serviced storage containers; or (3) in other areas designated for disposal of solid wastes.

X. NUISANCE

Nuisance includes anything which is injurious to human health or is indecent or offensive to the senses and interfere with the comfortable enjoyment of life or property, and affects at the same time an entire community or neighborhood or any considerable number of persons although the extent of annoyance or damage inflicted upon the individual may be unequal and which occurs as a result of the storage, removal, transport, processing, or disposal of solid waste.

Y. PERMIT

Permit means that particular document issued by the Mariposa County Health Department.

Z. PERSON

Person includes an individual, firm, association, copartnersh , political subdivision, government agency, municipality, industry, public or private corporation or any other entity whatsoever.

AA PERMISES

Premises includes a tract or parcel of land with or without habitable buildings or appurtenant structures.

AA(1) PROCESSING

Processing includes the reduction, separation, recovery, conversion , or recycling of solid waste.

BB PROPERLY PREPARED RECYCLABLE WASTE

Properly prepared recyclable waste means materials separated

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by kind, free of impurities as currently required by receiving manufacturers.

CC PUTRESCIBLE WASTES

Putrescible Wastes include wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to caus nuisances because of odors, gases, or other offensive conditions, and include materials such as food wastes, offal, and dead animal

DD REFUSE

Refuse includes garbage and rubbish such as cleaned bulky waste, industrial waste, institutional waste, construction and demolition waste, manure, etc.

EE RECYCLING

Recycling means the process by which salvaged materials become usable products.

FF REMOVAL

Removal means the act of taking solid wastes from the place of waste generation either by an approved collection agent or by a person in control of the premises.

GG REMOVAL FREQUENCY

Removal frequency means frequency of removal of solid wastes from the place of waste generation either by an approved collection agency or by the owner of the waste.

HH RESIDENTIAL REFUSE

Residential refuse includes all types of domestic garbage an rubbish which orginates in residential dwellings

II RESOURCE RECOVERY

Resource recovery means the reclamation or salvage of wastes for reuse, conversion to energy or recycling, includes

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Hazardous wastes include any waste material or mixture of wastes which is toxic, corrosive, flammable, an irritant, a strong sensitizer, which generates pressure through decomposition, heat or other means, if such a waste or mixture of wastes may cause substantial personal injury, serious illness or harm to humans, domestic animals, or wildlife, during or as an approximate result of any disposal of such wastes or mixture of wastes as defined in Article 2, Chapter 6.5, Section 25117 of the Health and Safety code. The terms "toxic", "corrosive", "flammable", irritant", "strong", "sensitizer" shall be given with the same meaning as in the California Hazardous Substances Act (Chapter 13 commencing with Section 28740 of Division 21 of the Health and Safety Code).

S. HEALTH DEPARTMENT

Health Department means the Mariposa County Health Departmen of the County of Mariposa.

T. HEALTH OFFICER

Health Officer means the Health Officer of the County of Mariposa.

U. INDUSTRIAL WASTES

Industrial wastes include all types of solid wastes and semi-solid wastes which result from industrial processes and manufacturing operations.

V. INSTITUTIONAL SOLID WASTES

Institutional Solid Wastes include solid wastes originating from educational, health care, correctional, research facilities, or other similar facilities.

W. LITTER

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but not limited to newsprint, cardboard, tin, bimetal and aluminum cans and bottles.

JJ RUBBISH

Rubbish includes non-putrescible solid wastes such as ashes, paper, cardboard, cans, yard clippings, wood, glass, bedding, crockery, plastics, rubber by-products or litter. Uncleaned food containers are classified as garbage.

KK SOLID WASTES OR WASTES

Solid wastes or wastes include all putrescible and non-putrescible solid and semisolid wastes, such as refuse, garbage, rubbish, paper, ashes, industrial wastes, demolition and construct wastes, discarded home and industrial appliances, manure, vegetabl or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, and also includes liquid wastes disposed of in conjuction with solid wastes at solid waste transfer processing stations or disposal sites, but excludes (1) individual sewage disposal system pumpings; (2) sewage collected and treated in a municipal or regional sewage system; (3) materials or substances having commercial value which have been salvaged for refuse, recycling or resale; or (4) hazardous waste

LL TRANSFER STATION OR STATION

Transfer station or station includes those facilities utilized to receive solid wastes, or temporarily store for transport to their place of disposition: Fish Camp, Hornitos, Coulterville, and one County-wide disposal site or other sites designated by the Board

MM VECTOR

Vector includes any insect or other arthropod, rodent, or

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other animal capable of transmitting the causative agents of human disease, or disrupting the normal enjoyment of life by adversely affecting the public health and well being.

NN WRITTEN APPROVAL

Written approval includes the permit, certificate, license, or other written approval used by an Enforcement Agency and other approval agencies to administer these standards.

8.36.030 SOLID WASTE STORAGE AND REMOVAL STANDARDS

A GENERAL

The owners, operator and/or occupant of any premise, business establishment,industry or other property, vacant or occupied, shall be responsible for the safe and sanitary storage of all solid waste generated and/or accumulated on the property.

B STORAGE

In all cases in which garbage and rubbish are combined, the standards for garbage shall prevail. The proprerty owner or occupant shall store solid waste on his premises or property or shall require it to be stored or handled in such a manner so as not to promote the propagation, harborage, or attraction of vectors, or the creation of nuisance.

C. DESIGN REQUIREMENTS

The design of any new, substantially remodeled or expanded commercial building or other facility, excluding single family residences, shall provide for proper storage or handling which will accommodate the solid waste loading anticipated and which will allow for efficient and safe waste removal or collection. The design shall demonstrate to local land and

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building permit issuing authorities that it includes the required provisions along with design facilities, to clean containers and for drainage of water to do same.

D OPERATOR RESPONSIBILITY

Where the collection operator furnishes storage containers, he is responsible for maintaining the containers in good condition (ordinary wear and tear excepted) unless they are furnished under other terms, conditions, or agreements. He shall plan with the property owner and/or occupant as to placement of storage containers to minimize traffic , aesthetic and other problems both on the property and for the general public.

E. GARBAGE CONTAINERS

Property owners and tenants shall deposit all garbage and putrescible matter or mixed garbage and rubbish in containers which are non-absorbent, water-tight, vector-resistant, durable, easily cleanable, designed for safe handling, with tight fitting lids. When handled by collectors size shall be a minimum of 10 gallons and a maximum of 33 gallons and shall not be loaded so as to exceed 60 pounds including container weight. Containers for garbage and rubbish should be of adequate size and in sufficient numbers to contain without overflowing, all the refuse that a household or other establishment generates within the designated removal period and shall be equipped with adequate handles for lifting. Containers shall be maintained in a clean, sound condition free from putrescible residue.

F. RECYCLABLE WASTES

Properly prepared recyclable waste may be stored in open containers provided such storage does not promote the propagation

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harborage, or attraction of vectors, the creation of nuisances, or the generation or accumulation of litter.

G. IDENTIFICATION OF CONTAINERS

Containers of one cubic yard or more owned by the collection service operator shall be identified with the name and telephone number of the agent servicing the container.

H. USE OF COUNTY NAME PROHIBITED

Any permit or franchise holder shall not use a firm name containing "County" or "Mariposa" or other words implying County ownership.

I. USE OF CONTAINER

No person shall tamper with, modify, remove from, or deposit solid wastes in any container which has not been provided for his use, without the permission of the container owner

J. FREQUENCY OF REFUSE REMOVAL

The owner or tenant of any premises, business establishment or industry shall be responsible for the satisfactory removal of all refuse accumulated by him on his property or his premises. Where it is deemed necessary by the local health officer because of the propagation of vectors and for the protection of public health, frequency of removal may be established. Where garbage and rubbish are containerized together, the period of removal shall be that applied to garbage

8.36.040 COLLECTION AND TRANSPORTATION EQUIPMENT

A. EQUIPMENT CONSTRUCTION

All equipment used for the collection and transportation of residential and commercial refuse shall be non-absorbent,

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water-tight, vector-resistant, durable, easily cleanable, covered and designed for safe handling. Said equipment shall be maintained in good condition and cleaned, and disinfected in a frequency and in a manner determined by the Health Department to prevent the propagation or attraction of flies, rodents, or other vectors and the creation of nuisances. The Health Department shall determine the suitability of such equipment. Vehicles used by individuals for the transport of refuse shall be covered so as to prevent spillage, leakage, or the production of litter. Garbage shall be transported in a container with a tight fitting lid.

B. VEHICLE MARKINGS

There shall be permanently affixed upon each side of said vehicle, in letters and/or numbers at least three (3) inches high, the name of the licensee and the address or telephone number thereof. Said letter and/or numbers must be of a color that will contrast with the color of the vehicle and must be easily readable from the distance of at least fifty (50) feet.

C. EQUIPMENT SAFETY

Vehicles and equipment used in the transport of garbage and rubbish shall be constructed and maintained in such a manner as to minimize the health and safety hazards to collection personnel and the public.

D. EQUIPMENT PARKING

For reasons of nuisance and vector problems, uncleaned refu collection vehicles containing putrescible materials shall not be stored on public streets or roads except under emergency conditions. The collection service operator must designate a

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location where the vehicles will be parked when not in service.

E. INSPECTION OF EQUIPMENT

Equipment used for solid waste collection shall be made available for inspection as requested by the Health Department or at any time the equipment is in operation.

8.36.050 REGULATION OF COLLECTORS

A. REGULATION OF COLLECTORS

Each person providing residential, commercial, or industrial solid waste collection services shall comply with all requirement of this ordinance. Each collector shall obtain a Certificat of Convenience and Necessity to be issued by the Board of Supervisors and a permit from the Health Department. Such Certificate or permit shall be contingent upon the collectors demonstrated capability to comply with this ordinance and use equipment which is safe and sanitary.

B. COLLECTOR QUALIFICATION

When the County authorizes or designates a person or firm to provide solid waste collection services to the general public within the territory under its jurisdiction through permit or Certificate, the County shall obtain sufficient information to show that such person or firm has adequate financial resources and experience to properly conduct the operation authorized.

C. OWNERSHIP OF WASTE MATERIALS

Solid wastes subject to collection by a collector shall become the property of the collector after such time as the authorized collector takes possession of the wastes and until it is deposited in an authorized disposal site. Recyclable material when destined for organized drives is excepted from this section.

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8.36.060 SOLID WASTE DISPOSAL

A ILLEGAL PLACING OF SOLID WASTE

It shall be unlawful for any person to dispose of garbage, rubbish or refuse except in (1) an authorized solid waste (2) appropriate and serviced storage containers or (3) in other areas designated for disposal of solid waste. This section applies to litter as defined by this ordinance.

B BURNING OF GARBAGE

It shall be unlawful for any person to dispose of garbage by burning.

C COMPOSTING

Composting is permitted provided such composting follows a procedure that does not create a public nuisance. The Health Department will provide acceptable procedures.

D INDIVIDUAL REFUSE DISPOSAL

Occupants of large tracts of land such as ranches may dispose of waste generated on the premises in a manner approved by the Health Department. Frequency of inspection and procedures to be followed to be determined by the Health Department.

E HAZARDOUS WASTE

It shall be a violation of this ordinance for any person to dispose of hazardous waste,as defined in paragraph (R) in section 8.36.020, in Mariposa County

8.36.070 PENALTIES

Any violation of this ordinance is a misdeameanor and shall be punishable under Chapter 1.20, the General Penality provision, of this code.

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8.36.080 REFUSE REMOVAL

A All containers for garbage shall be located as agreed upon between the customer and the collector. In case of dispute the location shall be as determined by the County Health Departmer

B. HOURS OF COLLECTION

No collection shall be made before 6:00 a.m. and after 8:00 p.m. unless otherwise authorized by the Board of Supervisors.

C. REMOVAL OF REFUSE BY PRODUCERS

Any person may remove or dispose of, or may cause to be removed and disposed of from premises occupied by him or under his control, such refuse as is created or produced on such premises if the following conditions have been or will be complied with.

1. Such removal and disposal activity shall be only by the owner or occupant personally, or by such owners or occupants regularly employed personnel carried on owners or occupants payroll records as an employee.

2. All vehicles used in carrying out such removal and disposal activities shall be owned by or under the exclusive control of owner or occupant and shall meet all the requirements of this chapter and all other laws and ordinances of the State of California and the County. Any such vehicle shall be subject to inspection by the Health Department.

3. Occasional pick-ups by others, for which no charge is made, are allowed provided the vehicle used in such pick-ups meet the operational requirements of Section 8.3.02.

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D. CHARGES

Charges to customers for garbage service shall be set by a four-fifth vote of the Board of Supervisors by resolution for a permit or certificate or upon acceptance of a bid received for a permit or certificate. Said charges may be revised by the Board of Supervisors by a four-fifth vote from time-to-time after holding a public hearing thereon.

The basic minimum rate in the schedule of charges adopted by the Board of Supervisors shall provide for the collection of three standard containers of garbage per week per occupied permises by the collector. Charges for industrial or commercial service shall be negotiated between the collector and the customer and shall not be subject to County review.

E. CUSTOMER MAY CONTRACT FOR EXCESS COLLECTION

Any owner or occupant of any premises may contract with the collector for special haul services for the removal of refuse

8.36.090 CERTIFICATES

A. APPLICATION FOR CERTIFICATE

Applications for certificates in accordance with applicable county ordinances shall be submitted in writing to the Clerk of the Board. Each application shall contain the following information:

Name and address of the applicant. If the applicant is a firm or partnership, names of all owners and partners of all classes, limited and general, shall be listed. If the applicant is a corporation, the names and titles of each of the officers and directors shall be listed, and in addition the names of all stockholders owning, holding,

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, or controlling five (5) percent or more of corporate stock shall be listed.

B. COMPETITIVE BIDS

The Board of Supervisors may in its discretion, in lieu of considering applications for certificates may advertise for competitive bids for certificates hereunder.

C. GRANTING CERTIFICATES

Upon consideration of an application or bid for a certificate the Board of Supervisors may refuse to grant the requested certificate, or may grant a certificate to any such applicant or bidder as may appear from said application or bid to be in its opinion best qualified to render proper and efficient collection service.

Every certificate granted by the Board of Supervisors pursuant to the provisions of this chapter shall cover the following matters:

1. The name and address of the person, firm or corporation to whom the certificate is issued.
2. The type of collection service authorized.
3. Whether the certificate is exclusive or non-exclusive; limited or unlimited.
4. The term for which the certificate is granted.
5. Such other conditions as the Board of Supervisors may provide.

D. LIMIT ON NUMBER OF CERTIFICATES

In order to preserve the health, safety, and welfare of the people in the County, the Board of Supervisors hereby retains the authority to limit the number of certificates for the

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collection of garbage, swill, industrial garbage and salvageable waste which will be issued under this chapter

E. INSURANCE REQUIREMENTS IF CERTIFICATED OR UNDER A COUNTY PERMIT

No certificate shall be issued under the provisions of this chapter, nor shall any such certificate be valid after issuance unless there is at all times in force and effect to provide protection against liability for damages which may be imposed for the negligence of the certificate holder or his employees or agents, a liability insurance policy or policies approved by the Board and issued by an insurance company authorized to do business in the State of California.

Such policy or policies shall provide protection against liability of the licensee for the payment of damages in amounts, as called out in the certificate.

A liability insurance policy required by this section shall insure to the benefit of any persons who shall be injured or who shall sustain damage to property proximately caused by the negligence of the certificate holder insured by such policy, his employees or agents.

Satisfactory evidence that the liability insurance required by this section is at all times in full force and effect shall be furnished to the Board and the County Health Dept. by each certificate holder to provide such insurance.

The policy of insurance shall contain a provision against cancellation except upon ten (10) days prior to written notice thereof the the Clerk of the Board and the County Health Dept.

F. FAITHFUL PERFORMANCE BOND BY COLLECTORS

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Each person granted a certificate to collect garbage pursuant to the provisions of this chapter shall file with the Clerk of the Board a performance bond satisfactory to the County in an amount required by the certificate. Said bond or security shall be conditioned upon the faithful performance of all of the terms and conditions of said certificate and the provisions of this chapter, insofar as they are applicable to said certificate.

G TRANSFER OF CERTIFICATES

No certificate granted by the Board of Supervisors pursuant to the provisions of this chapter and no ownership interest in any grantee of such a certificate can be sold, transferred, leased, assigned, mortgaged, pledged, hypothecated, or otherwise encumbered or disposed of, in whole or in part, directly or indirectly, whether voluntarily or by operation of law, or through any stock transfer, transfer in trust, change in control, consolidation or merger of any company or corporation without the prior written consent of the Board of Supervisors. The Board may grant or deny such a request, and may impose such conditions as it may deem to be in the public interest. Any attempted disposition made without such consent shall be void.

G. REVOCATION OF CERTIFICATE

Any certificate granted by the Board of Supervisors pursuant to the provisions of this chapter may be revoked by the Board of Supervisors, if after conducting a public hearing on said revocation, the Board of Supervisors finds and determines that the person doing business by virtue of such certificate has failed to comply with any of the terms of said certificate, or said chapter or has failed to render satisfactory collection

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services. After certificate is granted, should the person sell or discontinue for 15 or more consecutive days the business for which the certificate is granted, said certificate shall be deemed automatically cancelled and shall not be re-issued unless the provisions of this ordinance are complied with by the applicant

8.36.010 CLASSIFICATION OF LAND AND ESTABLISHMENT OF A SCHEDULE OF FEES AND PROVIDING FOR APPROPRIATE EXEMPTION FOR COUNTY WASTE DISPOSAL

A. FEES AND APPROPRIATE EXEMPTIONS

Pursuant to Section 25830 of the Government Code, the Board of Supervisors for the fiscal year 1978-79 hereby classifie land within the area of the County of Mariposa, establishes a schedule of fees and provides for appropriate exemptions for County solid waste disposal.

B. Resident Equivalent

The average amount of solid waste generated by a single family dwelling with full time occupancy is referred to as the "resident equivalent" and a fee of $24 per year per unit is fixed for raising the revenue necessary to finance the acquisition, operation, and maintenance of the Mariposa County Solid Waste Disposal Site and the existing transfer stations. The classification of land within the area of the County of Mariposa based upon the various uses to which the land is put, the volume of waste occurring from the different land uses, and the applicable refuse generation in residential equivalents is established in accordance with the following schedule:

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Apartment (Per unit)	.75
Auto Repair	1.00
Bank	2.00
Bar	2.00
Barber/Beauty Shop	1.00
Cafe	4.00
Campground (Per Site)	.25
Cemetery (Private)	2.00
Church	.50
Cocktail Lounge	2.00
Fire Station (Unmanned)	0.00
Golf Course	0.00
Grocery (up to 1000 sq.ft)	1.00
Grocery (up to 2000 sq.ft)	2.00
Grocery (over 2000 sq.ft)	3.00
Guest Cottage	.50
Hardware	1.00
Lodge Hall	.50
Group Home (Per Bed)	.20
Lumber Yard	2.0
Mobile Home	1.0
Mobile Home Pk (Per Sp)	1.0
Motel or Hotel (Per Unit)	.5
Part Time Guest Cottage	.5
Part Time Rdsidence	1.0
Professional/Bus. Office	1.0
Residence	1.0
Restaurant	4.0
Restaurant (50 seats & up)	5.0
Restaurant (Drive-In)	1.5
Retail Store (up to 1000sq.ft)	1.
Retain Store (over 1000 sq.ft)	2.
Day School (Private)	1.0
Service Station	1.0
Theatre	2.0
Unoccupied Building	1.0
Convalescent/Rest Home (per bed)	.1
Hospital (per bed)	.1
Veterinarian	2.5
Medical/Dental Office	1.5
Vacant Land	0.0

C. UNOCCUPIED LAND

In accordance with Section 25830 of the Government Code, land which is vacant is exempted from any fee. A fee shall be charged in accordance with the above schedule on land on which a dwelling or commercial building or other structure exists, but if it is unoccupied for the entire year, said fee shall be returned to the property owner upon receipt of a signed affidavit attesting to the previous years vacancy. If a County resident owns property (other than the residence or mobile an which he resides) which is used solely for the owners part-time recreation, the fee on the property shall be returned upon application by the owner. If the improvement is totally destroyed by an act of God or by purchase by a public agency, the fee on that property shall be returned upon application by the owner. Land on which a dwelling or commercial building or other structure exists but which is occupie not more than 90 days during the year shall be assessed a fee of three-quarters

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of the residential equivalent. Section 8.36.010 shall not be applicable in those county areas excluded under Section 8.36.130 of this ordinance.

D. BILLINGS

Property owners shall be billed and the money from such billings shall be collected by the County Tax Collector as part of the regular County secured tax roll billing system. Provided, however, the owners of those properties and property interests from which solid waste is generated, and whic do not appear on the regular County secured assessment roll, sha be billed and the money collected annually by the County Tax Collector without reference to the regular County tax billing system. Provision shall be made by the County Tax Collector's office to allow property owners to apply for the appropriate exemption as set forth herein. Any property owners may appeal t this Board from any action of the Tax Collector's office in granting or denying an exemption.

E. RESIDENTIAL EQUIVALENTS

The residential equivalents for industrial parcels and public agencies shall be established on the basis of estimated solid waste generation by the Solid Waste Committee with the assistance of the Tax Collector's office. The fee shall be calculated on the basis of one residential equivalent equals 11.44 cubic years (loose) per year. The Board reserves the right to enter into special contracts with public entities.

The Board of Supervisors shall have the right by future resolution to determine the need for issuing permits for issuance or admittance passed for those owners of property subject to herein described fee schedule at the county solid

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waste sites. A holder of an admittance pass, upon presentation of such, to the dump or transfer station site, shall be entitled to dump solid waste fee of gate fee charges. Gate fee charges may be established in the future by the Board of Supervisc v

8.36.110 REPEAL

Ordinance and all ordinances and resolutions pertaining thereto are repealed.

3.36.120 ADOPTION

A. SEVERABILITY

If any article, section, subsection, paragraph, subparagraph, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance and this Board of Supervisors does hereby expressly declare that this ordinance and each article, section, subsection, paragraph, subparagraph, sentence, clause and phrase thereof would have been adopted irrespective of the fact that any one or more of such article, section, subsection, paragraph, sub-paragraph, sentence, clause, or phrase be declared invalid or unconstitutional.

B. EFFECTIVE DATE

This ordinance is an urgency ordinance to protect the public safety, health, and welfare. The fact constituting the urgency is the potential lack of garbage, refuse, and solid waste collectors in the county of Mariposa. The current and existing lack of regulations in respect to means and methods for the disposal of garbage, refuse, and solid waste in the County of

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Mariposa.

This ordinance takes effect immediately as an urgency ordinance pursuant to the provisions of Government Code Section 36934 and Government Code Section 36937 for the immediate preservation of the public peace, health, and safety of the residents of the County of Mariposa.

3.36.130 COUNTY AREA COVERED AND EXCLUDED

Certificate Holders shall have the responsibility and the right to collect all garbage, refuse, and solid waste throughout the County of Mariposa on all private lands in the County excluding only those areas presently serviced by the National Park Service and for as long as said areas continue to be serviced by the National Park Service, subject to the conditions herein contained.

PASSED AND ADOPTED by the Board of Supervisors, County of Mariposa, State of California, this 12th day of December, 1978, by the following vote:

AYES: Clark, Long, Owings, Weber
NOES: Dalton
NOT VOTING: None
ABSENT: None

Carroll N. Clark
CARROLL N. CLARK, Chairman
Chairman of the Board

ATTEST:

Ellen Bronson
ELLEN BRONSON, County Clerk &
Ex Officio Clerk of the Board

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MARIPOSA COUNTY

Administration · 966-3222

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction on Recovery

RECOMMENDATION AND JUSTIFICATION:
Discussion and Direction Regarding Oak Fire Disaster Recovery.

Oak Fire recovery efforts are well underway. This item is to inform the Board of recovery actions taken already and request direction with respect to Oak Fire recovery moving forward.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 26th, 2022 the Board of Supervisors ratified two local emergency proclamations due to the Oak Fire. The Oak Fire ignited on July 22, 2022, and destroyed 193 known structures.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not discuss and staff will not have the direction of how the Board will like to proceed with recovery services.

RESULT: DIRECTION GIVEN

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-461

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Purchasing Card Policy

RECOMMENDATION AND JUSTIFICATION:
Rescind Resolution 2007-225; and Adopt an Updated Purchasing Card Policy.

This item would update and replace the existing policy for the use of purchasing (credit) cards in the County. Updates include standardizing the daily and monthly limits for new cards being issued, allowing the use of purchasing cards for some travel expenses, explicit authority to use purchasing cards to support emergency operations, clear documentation requirements, and definition of roles and responsibilities around the use of purchasing cards.

Together with the Purchasing Policy and Travel and Expenditure Reimbursement Policy, which are also on the agenda, this update represents a step toward more efficient, standardized and transparent purchasing for Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The existing credit card usage policy was adopted on May 22, 2007, by Resolution 2007-225.

On June 28, 2022, the Board had a discussion on the purchasing ordinance, three related policies, and possible participation in the state travel store. Staff was directed to move forward with some amendments, which are included in the proposed policy.

On July 12, 2022, the Board approved amendments to the purchasing ordinance that refocuses that code section on the establishment of authority pursuant to Government Code 25500 - 25509.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will need direction to understand how to proceed.

ATTACHMENTS:
Mariposa County Purchasing Card Policy 080222 (PDF)

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

Mariposa County

Purchasing Card Policy – August 160, 2022

A. PURPOSE AND LEGAL BASIS

Purchasing card (also known as "P-Card" or "Cal Card") programs provide an efficient, cost-effective method of purchasing and paying for small-dollar and high-volume purchases. Purchasing cards offer an alternative to the traditional purchasing process and can result in a significant reduction in the volume of purchase orders, invoices, petty cash transactions, and checks processed. The Mariposa County Purchasing Card program is intended to simplify the purchasing and payment process, lower transaction costs, generate rebate revenue, improve purchasing data analytics, prevent petty cash transactions, improve speed and convenience of payments to vendors, and facilitate quick action in the case of an emergency.

This policy is subservient to the Mariposa County Purchasing Policy. It establishes the County's principles, procedures, and ethical standards for procurement using purchasing cards that all employees must follow.

B. APPLICABILITY

This policy is applicable to County employees who have been issued a purchasing card or who intend to use a purchasing card for any reason.

Purchasing cards are available for all County departments. Use of a purchasing card is to be governed by this policy, the State of California Department of General Services Agreement with the contracted banking institution, and all applicable Federal, State and local laws, regulations, ordinances and agreements. In the event an applicable Federal, State and/or local law, regulation, ordinance, or agreement is more restrictive than this policy, the more restrictive provision shall be followed.

C. ISSUING A PURCHASING CARD

Department directors may contact the auditor's office to request purchasing cards for employees in their department. Each card will be issued in compliance with the following standards.

1. Purchasing cards must be issued to an individual and cannot be issued to a department, division, office, or for other shared use.

2. Each card will have the name of the authorized employee and "Mariposa County" printed or embossed so they can be clearly seen.

3. Each card will be issued with a limit of $3,000 per transaction (including sales tax and/or other applicable charges) and $5,000 per 30-day period. Departments can request lower limits for any card. Higher limits require written approval from the county purchasing agent.

4. Each card will be issued to allow only those purchases that address department needs. For example, a card may be set up to allow purchases at hardware stores, office suppliers, and travel vendors while restricting purchases at beauty salons, clothing stores and bars. Permitted

Attachment: Mariposa County Purchasing Card Policy 080222 (RES-2022-461 : Purchasing Card Policy)

business types can be modified at the request of a department director to ensure flexibility and prevent misuse.

D. USING A PURCHASING CARD

Purchasing cards may be used in compliance with the following standards.

1. **Individual Cards:** Only the employee whose name is on a purchasing card is authorized to make purchases with the card.

2. **Official Use Only:** Purchasing cards are for official use only. Intentional use of a purchasing card for anything other than official County business will be considered an attempt to commit fraud against the County.

3. **County Interest:** Cardholders shall act in the best interest of the County to purchase items that deliver the best value and meet the basic needs of their department.

4. **Purchases in Excess of Established Limits:** Purchases in excess of per-transaction or per-month limits require prior approval from a department director and the county auditor or his or her designee.

5. **Travel Expenses:** Most travel expenses should be booked through the CalTravelStore or Concur Travel sites using a Virtual Card Number (VCN). Some authorized employee travel expenses, including hotels, flights, and conference or training registrations, may be charged to a purchasing card. All such expenses must comply with the County Travel Policy.

6. **Prohibited Uses:** Purchasing cards may not be used for the following transactions:
   a. Restricted business types, such as beauty salons, entertainment, bars, etc.
   b. Purchases already covered through an existing contract or agreement
   c. Multiple purchases intended to circumvent purchasing limits or policies
   d. Products that have been identified for bulk acquisition
   e. Cash advances
   f. Fuel purchases, except as allowed in the County Travel Policy.
   g. Communications equipment such as pagers, cellular phones, two-way radios, fax machines, etc.
   h. Weapons and ammunition
   i. Rent (except for small equipment for a period of less than 30 days)
   j. Machinery that requires a maintenance agreement
   k. Personal services
   l. Cigarettes, tobacco products, alcohol, lottery tickets, etc.
   m. Computers and hardware (except cables and attachments)
   n. Consultants, instructors, etc.
   o. Property or products valued in excess of $5,000 with a life span of two or more years

7. **Client Support and/or Volunteer Firefighter Expenses**: Purchasing cards can be used for meals,

Attachment: Mariposa County Purchasing Card Policy 080222 (RES-2022-461 : Purchasing Card Policy)

travel, and lodging for individuals to whom the county is providing services. For example, this includes but is not limited to: transporting witnesses under the Victim Witness Program and training or emergency incident logistical costs for volunteer firefighters.

8. **Emergency Situations:** Procurement cards may be used in emergency situations. An emergency is defined as the need to purchase goods necessary for the continuance of critical daily operating functions of the County or when a condition exists that threatens public health, welfare, or safety. In emergency situations, a procurement card may be used to facilitate the procurement of food, supplies, and/or other needs necessary to successfully mitigate the cause of the emergency.

   Failure to plan or failure to allow adequate lead-time does not constitute an emergency. The quantity of items ordered in an emergency must be only what is needed for the emergency. If possible, the cardholder's supervisor should be consulted prior to this type of purchase.

9. **Supporting Documentation:** Charges of ten dollars ($10) or more that are ~~All charges~~ made with a purchasing card are required to be evidenced by a detailed receipt from the merchant including a description of the purchase, cost, applicable sales tax, freight or shipping costs and any other fees or charges included in the transaction. Sales drafts and receipts should be signed legibly and submitted digitally. Individual departments may require paper copies to be collected and filed. The auditor's office may also require documentation for purchases under ten dollars at the discretion of the auditor.

   Supporting documents may be required in addition to a receipt. For example, transactions related to travel will require an authorized travel request and/or an agenda for the conference, training or meeting to which a cardholder is traveling. Other supporting documents may include things like quotes, invoices, acknowledgements or other relevant purchase details.

E. CARDHOLDER RESPONSIBILITIES

Cardholders are primarily responsible to ensure the card issued in their name is used in accordance with this policy, department guidelines and established budgets. In addition to the guidelines above, cardholders are responsible for the following:

1. **Card Security:** Each cardholder is responsible for the physical security of their card and all charges appearing on their monthly statement. Card numbers should only be given to known, legitimate companies who utilize secure, encrypted technology to process payments. Security precautions include appropriate storage of the card; destruction of carbons used in attractions; only giving account numbers to appropriate sales representatives; only using secure, known and verifiable internet sites; and general use of caution when conducting business online, over the phone or by mail. Cardholders should be aware of identity theft and never respond to emails asking for confidential card information. Questions regarding a request for confidential card information can be directed to the Auditor's Office.

2. **Statements and Reports:** Every week, cardholders will receive a Statement of Account for

Attachment: Mariposa County Purchasing Card Policy 080222 (RES-2022-461 : Purchasing Card Policy)

recent charges. Within five (5) working days, cardholders should review the statement for accuracy and correct any errors; attach all receipts and supporting documentation; obtain required department approvals and submit to the auditor's office for payment.

F. DEPARTMENT RESPONSIBILITIES

Department directors are responsible for general management of purchasing cards in compliance with this policy and established budgets. This responsibility includes approval of transactions and ensuring timely reporting of supporting documentation and any violations of this policy. Department directors are specifically responsible for the following in addition to the guidelines listed above:

1. **Department Card Inventory:** Department directors are responsible for requesting new purchasing cards, maintaining an inventory of purchasing cards within their department, and timely return of purchasing cards to the auditor's office due to cancellation or transfer or separation of an authorized employee.

2. **Appropriate Card Use Training:** Before employees are issued a purchasing card, department directors should ensure employees are familiar with this policy and any relevant department guidelines or instructions. Employees should be informed of any changes to department guidelines or this policy as they occur.

3. **Timely Submission of Statements and Reports:** Directors are responsible to ensure cardholder statements, reports, supporting documentation and department approvals are provided in the required timeframes. Repeated submission delays will result in the revocation of purchasing cards after one (1) written warning.

G. AUDITOR RESPONSIBILITIES

The County Auditor oversees the purchasing card program. Auditor staff, typically those assigned to accounts payable, are authorized to implement all provisions of this policy under the direction of the auditor. The Auditor and staff are specifically responsible for the following:

1. **County Card Inventory:** The Auditor is responsible for issuing, suspending, cancelling and/or destroying purchasing cards. Periodically, the Auditor will provide each department with a list of purchasing cards that have been issued and follow up on any discrepancies.

2. **Countywide Guidance:** The Auditor is responsible for communicating updates to this policy and providing support for any questions.

3. **Timely Issuance and Payment of Statements:** Weekly and monthly statements are to be delivered to cardholders within five (5) working days of generation or receipt from the bank. All payments should be made in a timely manner to receive the maximum available rebate.

4. **Vendor Management:** The Auditor is the authorized agent and contact to any state purchasing card vendor, bank, or other institution involved in the purchasing card program.

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H. VIOLATIONS OF PURCHASING CARD POLICY

Cardholders are responsible to read and understand this policy before using a purchasing card. Violations of this policy will be subject to the consequences outlined in the Mariposa County Purchasing Policy up to and including termination and criminal prosecution.

Attachment: Mariposa County Purchasing Card Policy 080222 (RES-2022-461 : Purchasing Card Policy)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-462

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Purchasing Policy

RECOMMENDATION AND JUSTIFICATION:
Rescind Resolutions 1987-222, 1998-130, 1988-046, 1990-448, 1993-489, 1989-159; and Adopt a Comprehensive Purchasing Policy.

This item would replace seven existing policies related to purchasing with an updated and more comprehensive countywide purchasing policy. Policies proposed to be rescinded are as follows:

- *No Resolution: Purchasing Notice to Bidders* (June 21, 1988), which requires all bids to be submitted to the courthouse.
- *Resolution 1987-222: Purchasing Use of Contractors and Subcontractors* (June 9, 1987), which allows the County to use unlicensed contractors for work valued under three hundred dollars ($300) and establishes criteria for contractor selection including proof of workman's compensation and liability insurance. The County no longer uses unlicensed contractors and county counsel is responsible for establishing criteria for contracts.
- *Resolution 1998-130: Purchasing - Public Works Director Authorization* (April 14, 1998), which allows the public works director to award and execute contracts of $75,000 or less for specific projects and change orders valued at less than ten percent (10%) of the project cost up to $75,000.
- *Resolution 1988-046: Purchase of Items Valued Between $100 and $3,000* (February 9, 1988), which requires three quotes and consideration of local vendors prior to purchase.
- *Resolution 1990-448: Purchasing Recycled Paper* (September 18, 1990), which directs staff to procure and use recycled products and establishes a procedure for collecting used paper, cans, and glass bottles for recycling.

- *Resolution 1993-489: Purchasing - Public Works Director Authorization for Zone of Benefit Maintenance Work* (September 14, 1993), which allows the public works director to approve expenditures up to $10,000 for zone of benefit maintenance.

- *Resolution 1989-159: Purchasing - Vehicles* (April 11, 1989), which requires vehicles valued over three thousand dollars ($3,000) to be procured through a sealed bid process unless an exception is granted by the board of supervisors.

In addition to incorporating many essential elements of the rescinded policies, the comprehensive update would implement the following changes:

- Increase the authority of the purchasing agent (county administrative officer) from $50,000 to $60,000 and assistant purchasing agents (department heads) from $10,000 to $20,000, pursuant to the Consumer Price Index (CPI) adjustments allowed in Government Code Section 25502.3 and Revenue and Taxation Code 2212.

- Clarify when competitive solicitations are needed and related requirements. Specific parameters for competitive solicitation have not been previously defined.

- Authorize the use of cooperative agreements for higher value purchasing. Cooperative agreements are negotiated through a competitive solicitation by a third party. Use of cooperative agreements would allow the County to take advantage of pricing intended for much larger organizations, saving our taxpayers money for other priorities.

- Authorize staff to sign MOUs that do not involve compensation without Board approval.

- Centralize approval for the purchase of special commodities including cell phones, computer equipment, construction, facility repairs, and vehicles.

- Define a collaborative procedure to help standardize purchases, where appropriate. This definition would encourage an increase in the number of goods procured through bulk purchases and/or with volume pricing.

- Clarify how to discard surplus.

Together with the Purchasing Card Policy and Travel and Expenditure Reimbursement Policy, which are also on the agenda, this update represents a step toward more efficient, standardized and transparent purchasing for Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board established the purchasing code with Ordinance 649 in 1986. It was amended in 2005 with Ordinance 1022 and again in 2017 with Ordinance 1124. The 2017 ordinance, together with Resolution 17-371 approved on June 13, 2017, changed purchasing agent authority from $10,000 to $50,000 and assistant purchasing agent authority from $1,000 to $10,000.

On June 28, 2022, the Board had a discussion on the purchasing ordinance, three related policies, and possible participation in the state travel store. Staff was directed to move forward with some amendments, which are included in the proposed policy.

On July 12, 2022, the Board approved amendments to the purchasing ordinance that refocuses that code section on the establishment of authority pursuant to Government Code 25500 - 25509.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will need direction to understand how to proceed.

ATTACHMENTS:
Proposed Mariposa County Purchasing Policy - 080222 (PDF)

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

Mariposa County

Purchasing Policy – August 16~~0~~, 2022

A. PURPOSE

This policy articulates the authority of County officers and employees (collectively, "employees") in the procurement process. It establishes the County's principles, procedures, and ethical standards for procurement that all employees must follow to effectively and efficiently procure goods and services.

B. APPLICABILITY

This policy is applicable to all County employees involved in the procurement process. The procurement process includes:

1. The conducting of, or participation in, an informal or formal competitive solicitation process where required by this policy
2. The negotiation, contracting and/or purchasing of goods, supplies and/or services
3. The use of a County purchasing card ("Cal card"), travel card/program or fuel card
4. The development or approval of specifications and standards to be used for procuring goods, supplies and/or services
5. The preparing or approving of sole-source or single-source justifications
6. The identification and auction, sale or other disposal of surplus County property
7. The negotiation, contracting, and approval of rents or leases for personal property
8. The negotiation, contracting, and approval of purchasing, renting or leasing real property

This policy shall be implemented in a manner consistent with all applicable Federal, State and local laws, regulations, ordinances and agreements. In the event an applicable Federal, State and/or local law, regulation, ordinance, or agreement (including, but not limited to, grant agreements) is more restrictive than this policy, the more restrictive provision shall be followed.

C. PRINCIPLES OF PROCUREMENT

The County Administrative Officer serves, ex-officio, as the purchasing agent for the County. Each County department head serves, ex-officio, as a assistant purchasing agent with respect to the services, supplies and equipment for his or her department as contained in the approved budget. The purchasing agent and assistant purchasing agents are collectively and individually directed to implement the following procurement principles in their departments and the County at large:

1. Ensure that County elected officials and authorized employees make sound purchasing decisions and have access to meaningful information about the procurement process to fulfill operational needs.
2. Ensure the County obtains quality goods and services at the best economic value using competitive solicitation processes where feasible.

Attachment: Proposed Mariposa County Purchasing Policy - 080222 (RES-2022-462 : Purchasing Policy)

3. Ensure that all purchases are made within the budgets approved by the Board of Supervisors.

4. Use data analytics and electronic commerce, when available, to make intelligent procurement decisions and efficiently administer procurement processes.

5. Collaboratively leverage the purchasing power of the entire organization to achieve economies of scale ("volume pricing") and/or enhance quality, selection and service associated with products and services.

6. Incorporate performance metrics, where possible, to measure the efficiency, effectiveness, equity and outcomes of procurement activity.

7. Practice sustainable purchasing through a preference for recyclable materials or materials that contain recycled post-consumer materials provided such products are sufficient in performance, reasonably available, and cost effective. To the extent feasible and practicable, efforts should be made to avoid unnecessary waste generation, extend product life and reusability, utilize double-sided printing, avoid excessive packaging, and encourage contractors to do the same.

D. CODE OF ETHICS FOR PROCUREMENT

Employees shall seek to inspire public confidence in the integrity of the County procurement process through open, honest and transparent actions, including:

1. Employees shall serve the interests of the County and no other person, preference, organization, or bias.

2. Employees shall discharge all duties impartially to ensure fair competitive access to procurement processes.

3. Employees shall not solicit, demand, accept or agree to accept a gratuity, offer of employment, or other personal advantage in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement, specification, standard or contract.

4. County employees shall not participate directly or indirectly in a procurement when the employee becomes aware of the possibility that:

    a. The employee or any member of the employee's immediate family has a personal financial interest pertaining to the procurement;

    b. A business or organization in which the employee, or any member of the employee's immediate family (which includes spouse, siblings, parents and/or children), has a financial interest pertaining to the procurement; or

    c. Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

    Upon discovery of an actual or potential conflict of interest, an employee shall promptly withdraw from further participation in the transaction and notify their immediate supervisor. County Counsel should be consulted for an opinion whenever there is an appearance of conflict.

5. County employees shall treat current and/or potential contractors, suppliers and vendors in a courteous and professional manner.

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6. County employees involved in the decision to place County property of any kind in surplus status shall not purchase, or make an offer to purchase, the same property through sealed bid, auction, or any other manner. Nor shall they request that the purchase be made on their behalf by a member of the employee's immediate family, or by another person or persons.

E. PURCHASING AUTHORITY DELEGATED TO PURCHASING AGENTS

All authority to procure goods and services rests with the Board of Supervisors. Pursuant to section 25500 et seq. of California Government Code and section 3.08 of the Mariposa County Code, the County Administrative Officer has been established, ex-officio, as the purchasing agent for the County. Department heads have likewise been established, ex-officio, as assistant purchasing agents with responsibility for his or her specific department. In these roles, the purchasing agent and assistant purchasing agents are responsible for:

1. Procurement of goods, supplies, materials, equipment and contractual services required by the County;

2. Review and approval of rents and leases for goods, supplies, materials, equipment, and contractual services required by the County;

3. Lease of real property as required by the County, subject to approval by the Board of Supervisors where required by state law or County ordinance;

4. Sale, lease, storage, donation, or disposal of any personal property belonging to the County that is no longer required for public use;

5. Development, maintenance, dissemination and enforcement of County purchasing policies and procedures consistent with law and other resolutions and directions of the Board of Supervisors;

6. Performance of the aforementioned services on behalf of special districts, and/or other governmental units in the County, when requested to do so.

The Board of Supervisors delegates authority to make purchases (including, but not limited to, executing agreements subject to approval as to form by county counsel) up to the maximum amount specified in state law and cited below. Procurement activities in excess of the authority of the purchasing agent require approval from the Board of Supervisors.

	DELEGATED PROCUREMENT AUTHORITY		
Procurement Activity Type	**Authority**	**Purchasing Agent**	**Assistant Purchasing Agt**
Goods and Supplies	Govt. Code §25501	Within approved budget	Within approved budget
General Services	Govt. Code §25502.3	=< $60,000[A]	=< $20,000[A]
Special Services	Govt. Code §31000	=< $60,000[A]	=< $20,000[A]
Revenue Generating Contracts		=< $60,000	=< $20,000
Contracts: Time Extensions Only		Max Contract Term – 5 years	Max Contract Term – 5 years

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Contracts: Non-cost changes[B]		No limit	No limit
Contracts: Assignments[C]		No limit	No limit
Contracts: Early termination[D]		=< $60,000	=< $20,000
Declared Emergency Maximum	Govt. Code §25502.7	=< $250,000	=< $100,000
Trade-In allowances	Govt. Code §25503	< $10,000	< $10,000
Sale of real property	Govt. Code §25526.5	=< $25,000	Purchasing agent only
Public works without bids	Pub. Con. Code § 20131	=< $6,500	=< $6,500
Public Works max amount of change orders	Pub. Con. Code § 20142	10% up to $25,000 -OR- $25,000 + 5% for cost above $250,000 up to $210,000	10% up to $25,000 -OR- $25,000 + 5% for cost above $250,000 up to $210,000
CUPCCAA Public Works Projects[E]	Pub. Con. Code § 22034	=< $200,000	=< $200,000

Note A – Maximum amount is the aggregate fiscal year amount committed to that contractor countywide.
Note B – Non-cost changes must be generally consistent with the original approved scope of the contract
Note C – Assignments are the transfer of a contract or purchase order from one vendor to another due to a merger, acquisition, or other similar reason
Note D – Contracts entered by the Board of Supervisors cannot be terminated unless the Board specifically delegates such authority.
Note E – CUPCCAA is the acronym for the California Uniform Public Construction Cost Accounting Act (Public Contract Code section 22000 et seq.)

The purchasing agent and assistant purchasing agents may authorize staff to process procurement of goods and services on behalf of their respective department(s). Each is ultimately responsible for purchasing decisions of those they have authorized.

The director of Health and Human Services Agency may award and execute contracts to procure residential 24/7 care services and services from institutions for mental disease using the Special Services purchasing authority delegated to the purchasing agent. Pooled contracting may also be used for these services; Board approval is required for the aggregated pool of agreements.

In a declared emergency, the director of Public Works and Transportation may award and execute contracts for emergency infrastructure (primarily road) repairs using the Declared Emergency Maximum purchasing authority delegated to the purchasing agent.

The Treasurer/Tax Collector/Clerk, acting as the County Elections Official, may incur all budgeted expenses necessary in the preparation for and conduct of an election, pursuant to Elections Code sections 13001 and 14100.

Attachment: Proposed Mariposa County Purchasing Policy - 080222 (RES-2022-462 : Purchasing Policy)

The purchasing agent and assistant purchasing agents shall notify the board of supervisors of all executed contracts in a monthly informational item on the board agenda. Notification shall include the person(s) and/or organization(s) with whom the County has contracted, the service being provided, and the dollar amount of said contract. The purchasing agent and assistant purchasing agents shall keep the Board apprised of any other relevant details that could have an effect on County operations, public services and/or public perception.

F. PROCUREMENT METHODS

The Board of Supervisors requires competitive solicitations to be conducted whenever reasonably possible. Competitive solicitation includes obtaining bids, proposals, qualifications, informal quotes or other pricing and related information from vendors prior to making a purchasing decision and awarding the contract and/or purchase order to the party that is the most responsive and responsible in their ability to meet the needs of the County. Competitive solicitations must be conducted in a fair and objective manner and result in a purchase order that is supported by relevant quotes, terms, warrantees, and any other relevant documentation. The type of solicitation required is based on the estimated value of the item or service to be procured as follows:

COMPETITIVE SOLICITATION REQUIREMENTS	
Solicitation Type	**Estimated Amount**
Goods, Supplies and Services	
No solicitation required	< $3,000
Informal solicitation, two quotes	$3,000 - $9,999
Informal solicitation, three or more quotes	$10,000 - $60,000
Formal solicitation	> $60,000
CUPCCA Public Works Projects	
No bids required	=< $60,000
Informal bids	=< $200,000
Formal bids	> $200,000

For CUPCCA Public Works projects, threshold amounts are inclusive of administrative overhead and lower thresholds may apply if the project relies on federal funds.

Competitive solicitations come in two forms: informal and formal solicitations. Informal solicitations are generally reserved for non-complex solicitations where the description of the goods or services to be purchased can be stated clearly. The informality of the process allows the solicitations to be requested and received by telephone, fax, email, paper quote or printouts from prospective vendors. Quotes for goods or services valued at or above three thousand dollars ($3,000) must also be documented by the department managing the procurement. Award of the purchase order or contract can usually be decided based objectively on price alone without any consideration of other evaluation criteria.

Formal solicitations are used to solicit goods or services that require a more detailed description and explanation by publishing a document to which vendors may respond as prescribed. These solicitations are always in writing and include a complete set of specifications as well as a detailed set of requirements that must be met to participate in the solicitation. A formal solicitation is active or left open for a specific time period (not less than ten business days) and has a definite closing date and time. All formal solicitations require final approval from

Attachment: Proposed Mariposa County Purchasing Policy - 080222 (RES-2022-462 : Purchasing Policy)

the Board of Supervisors for any resulting agreements. Approved formal solicitations for use in County purchasing are as follows:

a. **Requests for Information (RFI)** are used to obtain information from potential vendors about goods, supplies and services. RFIs are commonly used to better understand the market, and/or prepare for a complex Request for Proposals. An RFI cannot make any award or promise of award to vendors submitting a response.
b. **Request for Qualifications (RFQ)** are used to procure technical special services such as architectural and engineering services. The RFQ can be used to make multiple awards to build a roster of providers. The RFQ must be reviewed by County Counsel prior to its release. The award is generally made based on the knowledge, quality and skill set of the applicant, as well as proposed cost.
c. **Request for Proposals (RFP)** are generally used to procure general or special services. RFPs can also be used for procuring a solution that is a mix of goods, supplies and services. The RFP must be reviewed by County Counsel prior to its release. Vendors' response to the RFP must be scored based on objective evaluation criteria. The evaluation criteria must be based on the quality of the proposal and the bid price. A review committee of no less than three people shall evaluate and score the quality of the proposal. The evaluation and scoring of the bid price is performed independently of the quality evaluation. The proposal with the lowest cost bid will generally receive the highest score for the evaluation of the bid price.

When competitive solicitation is not feasible or not required, employees can procure goods, supplies and services through the methods listed below.

1. *Small Purchases:* Purchases of goods and supplies (not services) that cost less than $3,000 should be paid with a purchasing card ("Cal Card") whenever possible. These purchases can also be paid via claim or purchase order. Services are procured using a purchase order or a contract regardless of the cost.

2. *Contracts:* A contract is a written document between parties with binding legal force, usually exchanging goods or services for money or other consideration. The term "contract" and "agreement" are synonymous. A contract may also include leases, revenue generating contracts and other forms of agreements as applicable to the County. The term "contract" includes memoranda of understanding ("MOU").

   The purchasing agent and assistant purchasing agents may enter contracts for a term of three years or less with no more than two additional one-year extensions. The purchasing agent and assistant purchasing agents may amend existing contracts within established purchasing authority. Original and existing contracts that cumulatively exceed established purchasing authority or a term of five years must be approved by the Board of Supervisors. All contracts must be reviewed and approved as to form by County Counsel.

   Four specific types of contracts or agreements are authorized:

   a. **Professional Services** agreements are required for procurement of all services. In selecting and contracting for professional services, the Board of Supervisors shall use demonstrated competence and qualifications for the types of services to be performed, in conjunction with assurances of fair and reasonable prices, as the basis for selection. Most often, the lowest responsive and responsible bidder should be selected.

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b. **Cooperative agreements** are used when two or more governmental entities pool their commodity and/or service requirements to purchase aggregated quantities of goods, supplies and/or services. The County may utilize a cooperative agreement if the competitive solicitation process that preceded the agreement is at least as restrictive as the County's process and the use of the agreement is in the County's best interest. The use of any Cooperative Agreement in lieu of a competitive bid process is subject to the purchasing agent's approval.

c. **Piggyback agreements** are used when a governmental entity extends the pricing and terms of a contract to another governmental entity. The entity with the contract must have language in their contract or competitive solicitation that allows the terms of the contract to be extended to other entities. The County may piggyback or "ride" another governmental entity's contract if the contract's competitive solicitation process is at least as restrictive as the County's process and the use of the agreement is in the County's best interest. The County may allow other governmental entities to ride the County's contract if it is in the County's best interest. The use of any piggyback agreement in lieu of a competitive bid process or to allow other governmental entities to use the County's contract is subject to the purchasing agent's approval.

d. **Memoranda of Understanding (MOUs)** are formal agreements between two or more parties to establish an official partnership. MOUs may or may not involve an exchange of goods or services for compensation. The purchasing agent and assistant purchasing agent may approve MOUs that do not involve compensation or when compensation is within established purchasing authority. The Board must approve all MOUs with other local, state, and/or federal government entities.

3. *Non-competitive Purchases:* Non-competitive purchases are purchases made without utilizing a competitive process. Single sourcing and sole sourcing are types of non-competitive purchases. Single source procurement is when multiple vendors could supply the good or service but one vendor is selected over the others for substantial reasons. Sole source procurement is when only one vendor can provide the good or service. Non-competitive purchases should be rare and require approval of the purchasing agent.

   Purchases of services require a completed W-9 on file in the auditor's office along with other required documentation outlined in the contract. Purchases that exceed approved budgets are not authorized, regardless of the purchasing authority of the approver.

G. SPECIAL COMMODITIES

Special commodities are goods, supplies and services that are exempt from the procurement authority delegated to departments. These items require additional review and concurrent approval by other County departments as indicated below.

SPECIAL COMMODITY APPROVAL	
SPECIAL COMMODITY	**APPROVING DEPARTMENT OR DIVISION**
Cellular equipment	Administration - Technical Services
Computers	Administration - Technical Services
Computer software	Administration - Technical Services
Construction	Public Works

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Facility Repairs, Remodels, or Improvements	Public Works – Facilities
Leases/rents for equipment	Administration
Telecommunications equipment	Administration – Technical Services
Vehicles (inclusive of tractors, trailers, and heavy equipment)	Public Works - Fleet

H. ITEMS EXEMPT FROM THE COMPETITIVE SOLICITATION PROCESS

Exempt goods, supplies, and services are items where competitive solicitation is impractical. The following items can be obtained without conducting a competitive solicitation process:

1. Utilities
2. Advertising
3. Insurance
4. Courier services such as UPS or FedEx
5. Memberships
6. Training, seminars, or classes and related travel expenses for County employees
7. Certain expenses related to civil or criminal litigation, legal counsel with the approval of County Counsel, or confidential employment-related investigations such as attorney services, legal materials, investigators, and other related experts
8. Works of art for public places or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers
9. Certain expenses where the cost of the item or service is set by state or federal law
10. Purchases made from other federal, state or local governmental entities, provided such purchases are for rent of the entity's facilities or reimbursement for services directly provided by the entity
11. Goods, supplies, and/or services needed by the County pending a bid award, contract renewal or bid protest action and a contractor agrees to provide such goods, supplies, and/or services at the same contract price as a previous award, or at revised price that reflects changes in applicable governmental indexes since the beginning of the current contract period, until a new contract has been awarded. Such interim period contracts shall not normally exceed 180 days, or until resolution of a bidder's protest
12. When the purchasing agent determines that making a specific purchase without competitive bidding is reasonably necessary for the conduct of County business or is needed to avoid impairment of County functions or services
13. When the purchasing agent determines that it is in the best interest of the County to renew a contract award from the previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of County business and/or based on good business sense

I. NOTICING

All solicitations for bids must be noticed on the County website for a minimum of five (5) working days. Additional notice for the acquisition of particular goods or services may be required by state code.

Solicitation of bids for construction projects are required to be advertised in a local newspaper of general circulation for at least two weeks, pursuant to California Public Contracting Code 20125-20126 and 20150.6-20150.8, except in emergency situations (PCC §20134).

Attachment: Proposed Mariposa County Purchasing Policy - 080222 (RES-2022-462 : Purchasing Policy)

J. PROTESTS

The purchasing agent shall be responsible for the review and disposition of any protest of a competitive solicitation. A vendor may request a review of the solicitation requirements and specifications provided that the request is received by the purchasing agent within the period when questions are to be received. When no date is specified for questions, a request must be received prior to the date when all bids are due.

A non-selected vendor can file a protest of the Notice of Intent to Award no later than 4:00 PM Pacific Time five business days after the date the notice is posted; or when a Notice of Intent is not filed, within five (5) business days of board approval of the contract. Only those vendors that submitted a bid are eligible to protest the Notice of Intent to Award. All protests shall be delivered by the vendor in writing by mail, and/or electronic mail to both the purchasing agent and the department issuing the competitive solicitation. The protest must include specific facts, circumstances, reasons and/or basis for the protest. Protests received after the time specified are untimely and shall be denied on that basis.

A non-selected vendor can also submit a Public Records Act request to view all proposals submitted, scores assigned (if available), and the negotiated contract.

The purchasing agent will evaluate the protest and issue a written decision within 30 business days of confirmed receipt. The purchasing agent's decision is final.

K. PREFERENTIAL PURCHASING PROGRAMS

In determining the lowest responsive and responsible bidder, and when clearly disclosed in noticing for a competitive solicitation process, the purchasing agent and assistant purchasing agents may provide a preference for the following:

1. Award of a contract to a local, independently owned small business for construction, procurement of goods, or the delivery of services where responsibility and quality are equal (Pub Con Code section 2002). A local business preference:
    a. may not exceed five percent (5%) of the lowest responsible bid;
    b. does not apply when precluded by the requirements of a grant or state or federal regulation; and
    c. may only be supported with local funds.
2. Award of a contract to a business or organization that practices waste reduction and environmentally responsible practices where responsibility, quality and price are equal.

L. EMERGENCY PROCUREMENT

The Board of Supervisors recognizes that certain purchases are necessitated by unforeseen emergency conditions. Emergency purchases are limited to those immediately necessary for protection from substantial hazard to life or property, or when there is an immediate need to mitigate a serious service interruption. Failure to plan or effectively manage resources; conditions where dispensing with the bidding process would be convenient, expeditious, or in the County's interests; and perceived urgency with little or no threat to life, safety, or essential services do not constitute an emergency for purposes of this policy.

Assistant purchasing agents may authorize an emergency procurement to address an immediate department

Attachment: Proposed Mariposa County Purchasing Policy - 080222 (RES-2022-462 : Purchasing Policy)

need as described in this section. In the event of a local emergency proclamation, the purchasing agent and assistant purchasing agents shall follow informal bidding procedures to the extent necessary and feasible under emergency circumstances. The purchasing agent may waive the requirement to use the lowest cost vendor depending on the availability to receive the requested goods, supplies, and/or services. Further waiver, modification or suspension of this policy is subject to the approval of the Board of Supervisors as prescribed in Public Contract Code section 22050.

In the event of a proclaimed state emergency or declared federal emergency, all procurement actions shall be pursuant to applicable state and/or federal policies and procedures. Every emergency purchase shall be promptly reported to the purchasing agent in writing with the facts constituting the emergency.

M. STANDARDIZED PURCHASES

The County endeavors to procure high-volume, recurring disposable goods (such as office supplies) through annual (blanket) contracted purchasing agreements whenever possible. An annual purchase order is an agreement to purchase items at a specific price during a defined time, with delivery dates to be determined by each purchase. An annual purchase order will be issued to a vendor, through the competitive bid process, allowing for repetitive purchases of goods by authorized personnel for the specified time not to exceed twelve months.

To achieve maximum efficiency and effectiveness, the purchasing agent may establish and chair a Procurement Standards Committee as needed to review County spending patterns and establish standards concerning the type, design, quality or brand of a specific article or group of related items or services purchased by the County. Adopting standardized purchases based on a spend analysis allows the County to establish or maintain uniformity in appearance and/or quality and/or achieve cost savings through volume pricing.

N. SURPLUS

County personal property that is no longer useable or required by the department is considered surplus. The purchasing agent and assistant purchasing agents, or their designee(s), are responsible for determining whether the property can be (in priority order):

1. Transferred to another department
2. Exchanged or traded for a newer or upgraded version of a similar product (such as a vehicle)
3. Placed for sale or auction with appropriate notice on the Public Surplus website.
4. Placed for sale or auction with appropriate notice through another medium.
5. Donated to another governmental entity or a non-profit organization, if the value is equal to or less than $10,000
6. Recommended to the Board of Supervisors for donation to another governmental entity or a non-profit organization when the value is greater than $10,000
7. Disposed of by way of recycling or waste

Sale or auction of surplus property requires noticing the public at the courthouse and on the County website. Unless restricted by provisions of a grant or state or federal regulation, proceeds from surplus property sales shall be paid into the County treasury for the use of the County. When the property is exchanged or traded in its

Attachment: Proposed Mariposa County Purchasing Policy - 080222 (RES-2022-462 : Purchasing Policy)

value shall be secured on behalf of the County.

O. ACCOUNTABILITY AND VIOLATIONS

All County employees involved in the procurement process are accountable to the public for the effective and efficient spending of public funds. The following mechanisms help to provide assurance of this accountability.

1. Department heads are responsible for establishing a departmental process to ensure that the quality and quantity of the received goods, supplies and/or services meet expectations and conform with the specifications, terms and conditions in the applicable contract or purchase order. Departments shall keep complete records showing the date of delivery, quantity delivered or services performed and any discrepancies. Quality and performance testing of commodities and equipment is the responsibility of the receiving department. Departments are responsible for reporting all discrepancies immediately to the vendor, take appropriate action, and maintain a record of the default.
2. Departments shall record the vendor's performance. If the vendor's performance falls below expectations, the utilizing department shall notify the vendor and insist on a corrective action plan or other appropriate remedial steps until the poor performance is resolved. Departments shall document efforts to correct poor vendor performance. The department is responsible for informing the Purchasing Division of the vendor's performance, where it will be used to determine the renewal of the purchase order, cancellation, or replacement of the vendor.
3. An unauthorized purchase is a purchase that is either:
    a. Entered into by an individual that is not authorized to purchase on behalf of the County
    b. Entered into by an individual normally authorized to purchase, but who uses an unauthorized procurement method
    c. Entered into by an individual who exceeds their delegated authority. County employees who make unauthorized purchases may be personally liable for all costs incurred in connection with the unauthorized purchase of goods and services.
4. Department heads and employees approving each requisition are responsible to determine that funds are budgeted and available for any purchase.
5. The purchasing agent and assistant purchasing agents shall report the following activities to the Board of Supervisors when they occur:
    a. Use of Preferential Purchasing Programs
    b. Contracts signed using delegated purchasing authority
    c. Emergency purchases
    d. Use of confirming purchase orders and contracts
    e. Procurement activities that are exempted from competitive solicitation requirements
6. Repeated and/or flagrant violation of this policy may result in disciplinary action up to and including termination. Violations may also include:
    a. Purchasing multiple items over any period of time to avoid the competitive bid process
    b. Splitting items to circumvent the fixed asset process or credit card transaction limits
    c. Purchasing goods or services for personal use
    d. Unauthorized purchasing card usage
    e. Inadequate supporting documentation for a purchase or documentation that is not submitted to the

Attachment: Proposed Mariposa County Purchasing Policy - 080222 (RES-2022-462 : Purchasing Policy)

auditor's office within fourteen (14) calendar days of purchase

P. REFERENCE CHART

Purchase Type	Purchase Amount	Procurement Method	Contract Required	~~Contract and Purchase Order Required~~Purchase Order Required	Approval
Goods and Supplies (Budgeted)	< $3,000	Cal Card, claim or purchase order	No	No	Department ~~H~~head
	$3,000 - $9,999	Informal solicitation (two quotes)	No	Yes~~No~~	Department ~~H~~head
	$10,000 - $60,000	Informal solicitation (three quotes)	No	Yes~~No~~	Department ~~H~~head
	> $60,000	Formal solicitation	No	~~No~~Yes	Department ~~H~~head
Professional Services	<= $10,000	Informal solicitation (two quotes)	Yes	Yes	Department ~~H~~head
	$10,000 - $20,000	Informal solicitation (three quotes)	Yes	Yes	Department ~~H~~head
	$20,001 - $60,000	Informal solicitation (three quotes)	Yes	Yes	CAO
	> $60,000	Formal solicitation	Yes	Yes	Board of Supervisors
Special Commodities	As budgeted				

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Attachment: Proposed Mariposa County Purchasing Policy - 080222 (RES-2022-462 : Purchasing Policy)

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Rescind and Replace Resolution No. 2022-284 - SMA Side Letter of Agreement

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RECOMMENDATION AND JUSTIFICATION:
Rescind Resolution No. 2022-284 - Side Letter of Agreement with the Sheriff's Management Association (SMA), and approve replacing it with a Side Letter of Agreement which clarifies the uniform allowance and education incentives for the Supervising Probation Officer classification effective March 1, 2022; and authorize the Board of Supervisors Chair to sign the Side Letter of Agreement.

On May 10, 2022, the Board of Supervisors approved a Side Letter of Agreement with the SMA to include a new classification of Supervising Probation Officer to the SMA unit, and to designate an education incentive plan and legal holidays to the position. The SMA has requested that the Side Letter clarify that the uniform allowance is aligned with that of the Assistant Chief Probation Officer position at $650 per fiscal year. A further clarification is that section 6.5.6 of the education incentive plan also applies to the Supervising Probation Officer. By rescinding and replacing Resolution No. 2022-284 with an amended Resolution, it will appropriately reflect the intent of the SMA.

The new Side Letter of Agreement memorializes these clarifications to the uniform allowance and education incentive plan, and it is recommended that the Side Letter that was approved on May 10, 2022 as Resolution No. 2022-284 be rescinded and replaced with the new Side Letter to formalize the clarified agreement between the County and the SMA unit.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On February 22, 2022, the Board of Supervisors approved a new classification of Supervising Probation Officer. On May 10, 2022, the Board approved a corrected salary and a Side Letter of Agreement with the SMA to recognize the unit as the employee organization and designated an education incentive plan and legal holidays to the Supervising Probation Officer classification.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not rescind and replace the Side Letter and wait for the clarifications to be made during the next negotiations between the County and the SMA. However, the intent of the SMA would remain unclear until that time.

FINANCIAL IMPACT:
N/A

ATTACHMENTS:
SMA Side Letter of Agreement re Supervising Probation Officer (PDF)
SMA Side Letter of Agreement re Supervising Probation Officer 2022-Amended (PDF)

RESULT: WITHDRAWN

Attachment: SMA Side Letter of Agreement re Supervising Probation Officer (13233 : Rescind and Replace Resolution No. 2022-284 - SMA Side

SIDE LETTER OF AGREEMENT BETWEEN THE COUNTY OF MARIPOSA AND THE SHERIFFS' MANAGEMENT ASSOCIATION

This Side Letter of Agreement is made a part of and incorporated into the Memorandum of Understanding dated January 1, 2022 through December 31, 2024 by and between the County of Mariposa and the Sheriffs' Management Association.

WHEREAS, on February 22, 2022, the Board of Supervisors approved a new classification of Supervising Probation Officer and assigned the new classification to the Sheriffs' Management Association (SMA); and

WHEREAS, representatives of the SMA were informed of the new Supervising Probation Officer classification prior to the Board's approval, and agreed to modify the SMA unit by adding the Supervising Probation Officer classification into the unit; and

WHEREAS, representatives of the SMA agreed to further modify the SMA unit by designating an education incentive plan, and legal holidays to the Supervising Probation Officer classification;

NOW, THEREFORE, effective March 1, 2022, the parties agree to the following:

1. To recognize the SMA as the recognized employee organization of the regular, full-time classification of Supervising Probation Officer.

2. The education incentive plan in Section 6.5.5 of the SMA MOU applies to the Supervising Probation Officer classification.

3. The Supervising Probation Officer classification shall be subject to the holiday schedule outlined in Section 9.2 of the SMA MOU.

FOR THE COUNTY:

719AA7C93E9
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Date: 05/11/2022

FOR THE UNION:

719AA7C93FD
Craig Charman
ZorroSign

Mike Charman, President
Sheriffs' Management Association

Date: 05/11/2022

APPROVED AS TO FORM:

719AA7C93DF
Steven W. Dahlem
ZorroSign

Steven W. Dahlem, County Counsel

Attachment: SMA Side Letter of Agreement re Supervising Probation Officer 2022-Amended (13233 : Rescind and Replace Resolution No. 2022-

SIDE LETTER OF AGREEMENT BETWEEN THE COUNTY OF MARIPOSA AND THE SHERIFFS' MANAGEMENT ASSOCIATION

This Side Letter of Agreement is made a part of and incorporated into the Memorandum of Understanding dated January 1, 2022 through December 31, 2024 by and between the County of Mariposa and the Sheriffs' Management Association.

WHEREAS, on February 22, 2022, the Board of Supervisors approved a new classification of Supervising Probation Officer and assigned the new classification to the Sheriffs' Management Association (SMA); and

WHEREAS, representatives of the SMA were informed of the new Supervising Probation Officer classification prior to the Board's approval, and agreed to modify the SMA unit by adding the Supervising Probation Officer classification into the unit; and

WHEREAS, representatives of the SMA agreed to further modify the SMA unit by designating an education incentive plan, uniform allowance, and legal holidays to the Supervising Probation Officer classification;

NOW, THEREFORE, effective March 1, 2022, the parties agree to the following:

1. To recognize the SMA as the recognized employee organization of the regular, full-time classification of Supervising Probation Officer.

2. The uniform allowance for the Supervising Probation Officer shall be Six Hundred and Fifty Dollars ($650) per fiscal year.

3. The education incentive plan in Sections 6.5.5 and 6.5.6 of the SMA MOU shall apply to the Supervising Probation Officer classification.

4. The Supervising Probation Officer classification shall be subject to the holiday schedule outlined in Section 9.2 of the SMA MOU.

FOR THE COUNTY:

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Date: _____

FOR THE UNION:

Mike Charman, President
Sheriffs' Management Association

Date: _____

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Closed Session Conference with Legal Counsel: Existing Litigation

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[X] **CONFERENCE WITH LEGAL COUNSEL**:

[X] **Existing Litigation: In Re: National Prescription Opiate Litigation; United States District Court Case No. 1:18-AT-336**

[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**

[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Negotiating parties: (Specify name of party or parties (not agent)):_____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: **WITHDRAWN AND RESCHEDULED** **Next: 8/23/2022 9:00 AM**