MARIPOSA COUNTY

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

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

AGENDA of the **BOARD OF SUPERVISORS**

Meetings convene at 9:00 a.m., the first four Tuesdays of each month, at the Mariposa County Government Center, Board Chambers at 5100 Bullion Street.

Board may take action sitting as the Board of Supervisors, or as the governing body of: County Service Area 1M (Don Pedro); Mariposa Pines Sewer Zone; Sewer Zone (Don Pedro); Coulterville Sewer and Water Zone; Vehicle Parking District No. 1 of Mariposa County; Wawona County Services Area 2-W; Hornitos Lighting District; Mariposa Lighting District; Coulterville Lighting District; Mariposa Air Pollution Control District; Yosemite West Maintenance District; Mariposa County Water Agency; Local Transportation Commission; Countywide Service Area; Mariposa County In-Home Supportive Services Public Authority; and the Mariposa County Public Finance Corporation.

Citizens wishing to schedule matters for Board consideration or to appear before the Board must contact the Clerk of the Board in writing stating the action requested, sponsoring department, and requested date. Appropriate requests will be scheduled as time allows. Submission deadline is on Friday prior to noon (11 days in advance of meeting), so that the Agenda can be processed and packages available on Thursday for the following week's meeting. One copy of all supporting materials must be submitted.

Public Comment on Non-Agenda Items: The law provides the opportunity for the public to be heard on any item within the subject matter jurisdiction of the Board, either before or during consideration of an item. For items on the agenda, this will be at the time the item is called by the Chair. For all other items, the public comment time at the start of each meeting is appropriate. Speakers are limited to five minutes. Please note that state law does not allow action to be taken on any item not appearing on the Agenda unless the action is otherwise authorized by Government Code Section 54954.2(b) which permits items not on the Agenda to be acted upon as delineated in Section 54954.2(b).

Agendas and supporting documentation generally are available for review on the Thursday prior to the Board meeting, as soon as it is completed, at the Mariposa County Government Center. They are also available online at: www.mariposacounty.org/bosagendas.

PLEASE SILENCE CELL PHONES.

August 10, 2021

BOARD MEETINGS ARE OPEN TO THE PUBLIC AT THIS TIME

For those who do not wish to attend the meeting in person, the following public comment options continue to be offered during the pandemic pursuant to the Governor's Executive Order N-29-20, which relaxed certain provisions of the Brown Act to allow a local legislative body to make public meetings accessible telephonically to all public members seeking to observe and address the Board.

Audio of the meeting will stream on the internet as normal, however, please be advised that it lags 1-4 minutes behind the meeting and is not real-time. Consequently, members of the public who wish to participate from off-site are invited to do so by submitting written comments (instructions follow) or by joining the teleconference by calling:

1 (224) 501-3412; access code 380-677-133

In compliance with the American Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board's Office.

Please note that all callers will be limited on their speaking time, and will be muted before and after public comment periods

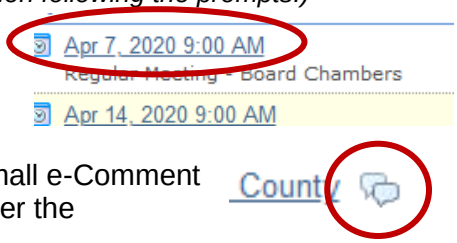
WRITTEN COMMENTS:

Written comments may be submitted via email, webform, or e-comment.

1) **Email**
   - Send an email to the Clerk of the Board at board-clerk@mariposacounty.org with the subject line "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT NON-AGENDA ITEM".
     a. *To ensure distribution to the Board members prior to their consideration of the agenda, please send your email before Monday at 5 PM.*
     b. *All emails will be attached to the Minutes.*

2) **Webform**
   - Type your comment into the form on the County's website located at http:///www.mariposacounty.org/publiccomment. Click submit when finished.
     a. *Comments will be distributed to the Board members. As with emails, it is best to send your comments before Monday at 5 PM.*
     b. *All comments will be attached to the Minutes.*

3) **E-Comment (requires an account and log in.)**
   - Go to the Board of Supervisors meeting page at http://www.mariposacounty.org/bosagendas
   - Log in.
     (If you do not already have an account, you will need to first register for one by clicking on "Register" in the upper right corner of the page and then following the prompts.)
   - From the list of meeting dates, click on the correct meeting date. You will be presented with the agenda in an interactive format**.**



   - Locate the description of the particular item for which you wish to comment, then click on the small e-Comment icon (two dialog bubbles) placed immediately after the description**.**
     a. *E-Comments are distributed to the Board members and post to that item's meeting page.*
     b. *All comments will be attached to the Minutes.*

(Please note that while comments may also be sent via U.S.P.S. Mail to PO Box 784, Mariposa, California 95338, that method is not recommended as there is a high likelihood that it will not be received prior to the meeting.)

Persons who, due to a disability, need assistance or special accommodations in order to participate in this meeting should, as soon as possible prior to the meeting, contact the Clerk of the Board at (209) 966-3222, option 2 (voice) or email board-clerk@mariposacounty.org to request special accommodations for persons with disabilities.

A. Call to Order and Roll Call

9:00 AM Meeting Called to Order at the Mariposa County Government Center

B. Pledge of Allegiance

C. Introductions

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

NOTE: *The Consent Agenda consists of items that are generally viewed as non-controversial and routine by the department. If the Board wishes to discuss an item, it will be removed from the Consent Agenda and moved to the end of the timed agenda; or, at the Chair's discretion, may be taken in conjunction with another item scheduled by the respective department; otherwise, the Consent Agenda items are generally approved in one single motion. This is the appropriate time for the public to advise the Chair of any comments to the Consent Agenda, or to request that the Board consider removing an item from the Consent Agenda.*

CA1. **Health and Human Services**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services**

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

CA3. **Sheriff's Office**

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

CA4. **Administration**

Approve a Memorandum of Understanding (MOU) Between the County of Mariposa, a Subdivision of the State of California, and Mariposa County Victim Witness Services, a Division of the Mariposa County District Attorney's Office, for Office Space at 5085 Bullion Street; and Authorize the Board of Supervisors Chair to Sign the MOU

CA5. **Administration**

Ratify Letters Requesting Support for an Arts and Tourism Project in Mariposa County

CA6. **Administration**

Approve Letters of Thanks for the Congressionally Directed Spending Request for the Wawona Ambulance Bay; and Authorize the Board of Supervisors Chair to Sign the Letters

CA7. **Agricultural Commissioner**

Approve the Bee Safe Program Cooperative Agreement No. 21-0294-000-SG for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Board of Supervisors**

Approve the Minutes of Tuesday, July 13, 2021

CA9. **Health and Human Services**

Re-Appoint Margarita King; and Re-Appoint Liz Wilcox into the New Category of Discretionary Representative from the Previous Category of Public Agency Representative, to the Local Child Care Planning Council (LCCPC) for Three Year Terms Expiring August 10, 2024

CA10. **Health and Human Services**

Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal Cost Avoidance Program for Fiscal Year 2021-2022; and Authorize the Board of Supervisors Chair to Sign the Certificates

CA11. **HHS/Behavioral Health & Recovery Services**

Approve an Agreement with BHC Fremont Hospital to Provide Inpatient Hospital Services for Mariposa County Behavioral Health in an Amount Not to Exceed $150,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **HHS/Social Services**

Approve an Agreement with Xavus to Provide Software Services for the Senior Center in the Amount of $13,292.10 Which Will be Reimbursed by Calaveras-Mariposa Community Action Agency; Included in This Approval Request is an Ongoing Subscription for Licensing, Training, Ongoing Maintenance and Support at a Cost of $2,300.00 Annually Beginning in Year-Two; and Authorize Mariposa County Health and Human Services Agency Director to Sign the Agreement

CA13. **HHS/Social Services**

Approve an Operational Agreement Between Ethos Youth Center, a Program of Alliance for Community Transformations, Inc., and Mariposa County Health and Human Services Agency (HHSA) to Provide Services for Children who Are Victims of Crime; and Authorize the Health and Human Services Agency Director to Sign the Agreement

CA14. **Public Works**

Declare Wreaths Across America to be a County Sponsored Event and Waive the Facility Use Fee for the County Courthouse

CA15. **Public Works**

Approve Change Order One (1) with Chaney Construction Industries for Three Fire Station Roof Repair Projects to Increase Compensation by $23,475 for a New Total Amount Not to Exceed $161,338.50; and Authorize the Board of Supervisors Chair to Sign the Change Order

E. Board Recognitions

1. **Child Support Services**

Proclaim August 2021, as "Child Support Awareness Month"

F. Departmental Presentation

For Items within the Jurisdiction of the Board and not on Today's Agenda

G. Public Comment on Non-Agenda Items

For Items within the Jurisdiction of the Board and not on Today's Agenda (Speakers Limited to Five Minutes)

Recess Board of Supervisors

Announcement Pursuant to Government Code 54952.3

In accordance with Government Code Section 54952.3, it is hereby announced that the Mariposa County Board of Supervisors will be sitting either simultaneously, or serially, as the Local Transportation Commission of Mariposa County and that they receive no additional compensation for same.

H. LOCAL TRANSPORTATION COMMISSION

(Chair - Commissioner Marshall Long, Vice-Chair - Commissioner Wayne Forsythe)

Public Comment Period

For Items within the Jurisdiction of the Local Transportation Commission and not on Today's Agenda (Speakers Limited to Five Minutes)

LTC Regular Agenda

1. **Public Works**

Approve First Amendment to the Agreement with Walker Associates for the Short Range Transit Plan for an Additional $4,500 for a New Total Amount Not to Exceed $59,500; and Authorize the LTC Chair to Sign the Amendment

2. **Public Works**

Approve First Amendment to the Agreement with NCE for an Update to the Pavement Management Program for an Additional $4,700 for a New Total Amount Not to Exceed $59,700; and Authorize the LTC Chair to Sign the Amendment

Adjourn LTC

Reconvene as Board of Supervisors

I. Regular Agenda Items

1. **Sheriff's Office**

Approve a Three Year Inmate Telephone Service Agreement with NCIC to Install and Maintain an Inmate Communication Operating System; and Authorize the Board of Supervisors Chair to Sign the Agreement

2. **HHS/Behavioral Health & Recovery Services**

Approve Submission of the "Mariposa County 2021/22 Mental Health Services Act (MHSA) Annual Plan Update" to the Department of Health Care Services (DHCS) and "Prevention Early Intervention (PEI) Report for Fiscal Year 2019/20"; 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 2021/22 Mental Health Services Act (MHSA) Annual Plan Update" and "Prevention Early Intervention (PEI) Report for Fiscal Year 2019/20" Upon DHCS Approval

3. **Administration**

Discussion and Direction Regarding Response to COVID-19

J. Items removed from Consent Agenda

K. Board Information

L. 2:00 PM Reconvene

1. **Health and Human Services**

Receive a Presentation from Stephanie Sonnenshine, CEO of the Central California Alliance for Health (CCAH) Regarding Central California Alliance for Health Managed Care - Possible Transition to a County Organized Health System (COHS) Model of Medi-Cal Managed Care

2. **Public Works**

Receive a Presentation from the Water Agency Advisory Board Regarding Next Steps in Implementation of the M.I.D. Settlement

M. Adjournment

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

REF ID# 12061

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: MOU with Victim Witness for Office Space at 5085 Bullion Street

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RECOMMENDATION AND JUSTIFICATION:
Approve a Memorandum of Understanding (MOU) Between the County of Mariposa, a subdivision of the State of California, and Mariposa County Victim Witness Services, a division of the Mariposa County District Attorney's Office, for Office Space at 5085 Bullion Street; and Authorize the Board of Supervisors Chair to Sign the MOU.

Victim Witness is a program through which the District Attorney's office informs crime victims of their legal rights and provides a variety of services through partnership with local, state, and federal agencies.

Victim Witness previously leased space at 4975 9th Street, and 5080 Jones Street, but joined the District Attorney's Office when the property at 5085 Bullion Street became available last year due to the relocation of the Public Health Department. This location meets the needs of Victim Witness and the County.

Terms of the agreement include a base rent of $49.41 per month-- the maximum allowable by law-- as well as itemized equal monthly payments for janitorial service, utilities and maintenance. The total monthly payment will be $953.66. The term of the agreement will be for a total of twelve (12) months beginning July 1, 2021.

This MOU does not meet the parameters to be approved under purchasing Ordinance 1124, pursuant to Government Code Section 25350.51: No contract, purchase order, requisition, or lease by the purchasing agent shall be for a term longer than one year unless approved by the board of supervisors.

These terms are appropriate for a lease in this location at this time. Staff recommends approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 4, 2019, the Board approved the purchase of property at 5300 Highway 49 in Mariposa for use as a health clinic. After some renovations were completed, public health and behavior health functions began using this space.

On November 26, 2019, the Board approved renovations to County property at 5085

Bullion Street, which had been the prior home of the health clinic. The District Attorney's Office and Victim Witness moved into this space upon completion of the renovations.

On November 10, 2020, the Board approved a 28 month MOU, which expired on June 30, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. The County General Fund will bear the cost of operating the Victim Witness unit at their current location.

FINANCIAL IMPACT:
The general fund will receive $11,443.86 annually from this lease.

ATTACHMENTS:
Victim Witness MOU for DA Office Space (PDF)

MEMORANDUM OF UNDERSTANDING
BETWEEN MARIPOSA COUNTY ADMINISTRATION
AND
MARIPOSA COUNTY VICTIM WITNESS SERVICES

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into as of July 1, 2021, by and between Mariposa County Administration ("Administration") and Mariposa County Victim Witness Services ("VW").

W I T N E S S E T H:

WHEREAS, the County of Mariposa owns real property located in the County of Mariposa commonly known as 5085 Bullion Street, Mariposa, California ("Premises"); and

WHEREAS, the parties wish to provide for the leasing of the Premises to VW.

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. **Term**. The term of this lease shall be for twelve (12) months, commencing July 1, 2021 and terminating June 30, 2022.

2. **Consideration**. VW shall pay to the County general fund, or as otherwise directed by the County Administration Officer, the sum of nine hundred fifty-three dollars and sixty-six cents, ($953.66) per month for the use of space, utilities, janitorial, and facility maintenance. This amount does not include furniture or communications. Additional services may be obtained through the County or through a direct vendor at the cost of providing those services.

   The amount represents 18% of the total costs associated with the District Attorney's offices, because the Victim Witness square footage is 18% or 622 square feet for Victim Witness out of 3,350 total square feet in the building.

Attachment: Victim Witness MOU for DA Office Space (12036 : MOU with Victim Witness for Office Space at 5085 Bullion Street)

Breakdown of Monthly Charges:

Charge	Monthly Cost	Annual Cost
Building Use Allowance	$49.91	$598.86
Janitorial Service	$328.02	$3936.24
Electricity	$128.91	$1,546.92
Water & Sewer	$23.97	$287.64
Propane	$28.35	$340.20
Maintenance	$394.50	$4,734.00
Total Costs	$953.66	$11,443.86

3. **Use**. The Premises shall be used by VW staff to provide victim witness related services to customers.

4. **Assignment**. VW shall not assign this MOU nor any right hereunder, nor sublet the Premises, nor any part thereof, or suffer any other person to occupy the Premises or any portion thereof without prior written consent of the County Administrative Officer, 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 the County Administrative Officer terminate this MOU.

5. **Tenant Improvements and Alterations**. As an express condition of this Lease, Administration agrees to modify the leased Premises, to the satisfaction of VW, as set forth in Exhibit A. Costs associated to Exhibit A shall be borne by VW. VW shall not make any additional improvements or alternations to the Premises without the prior written consent of the County Administrative Officer, which consent shall not be unreasonably withheld.

6. **Maintenance and Repair.** VW shall keep and maintain the Premises in good condition and repair during the term hereof and as set forth herein. VW will be responsible for all maintenance and repairs, including but not limited to heat, air conditioning, water, and sewer up to a maximum cumulative amount of Ten Thousand Dollars ($10,000) per fiscal year (July 1 through June 30). Routine cleaning, including but not limited to windows and carpeting, shall not be included in this amount.

7. **Abatement of Rent**. In the event of Partial Damage to or Total Destruction of the Premises, the rent payable by VW for the period of the repair, remediation or restoration of such damage shall be abated. The abatement shall be from the date of damage or destruction in proportion to the degree to which VW's use of the Premises is impaired.

Attachment: Victim Witness MOU for DA Office Space (12036 : MOU with Victim Witness for Office Space at 5085 Bullion Street)

Partial Damage shall mean damage or destruction to the Premises, other than VW's own alterations, which can reasonably be repaired in sixty (60) days or less from the date of the damage or destruction. Total Destruction shall mean damage or destruction to the Premises which cannot reasonably be repaired in sixty (60) days or less from the date of the damage or destruction. The Damage or Destruction may result from conditions of weather, flood, fire, earthquake, any other identifiable event of a sudden, unexpected or unusual nature, condemnation of the Premises to be uninhabitable, or due to a hazardous substance condition for which VW is not responsible under this Lease.

8. **Compliance with Law**. VW shall observe and comply with all applicable County, State, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

9. **Surrender of Possession:** At the expiration of this MOU, VW promises and agrees to deliver unto County the Premises in as good condition as at the date of execution of this MOU, reasonable wear and tear excepted.

10. **Modifications of MOU**. This MOU may be modified in writing only, signed by the parties in interest at the time of the modification.

11. **Nondiscrimination**. Neither VW, nor any officer, agent, employee, servant, or subcontractor of VW shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly, indirectly, or through contractual or other arrangements.

12. **Notices**. All notices required or provided for in this MOU shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified herein below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to Administration shall be addressed as follows:

County Administrative Officer
P.O. Box 784
Mariposa, California 95338

Attachment: Victim Witness MOU for DA Office Space (12036 : MOU with Victim Witness for Office Space at 5085 Bullion Street)

Notice to VW shall be addressed as follows:

Victim Witness Services
P.O. Box 730
Mariposa, California 95338

IN WITNESS WHEREOF, each party to this MOU has signed this MOU upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this MOU.

MARIPOSA COUNTY
BOARD OF SUPERVISORS:

_____
Marshall Long, Chair
Mariposa County Board of Supervisors

Date _____

MARIPOSA COUNTY DISTRICT ATTORNEY/
VICTIM WITNESS SERVICES

_____
Walter Wall
District Attorney /
Victim Witness Project Director

Date _____

_____
Steven W. Dahlem
County Counsel

Attachment: Victim Witness MOU for DA Office Space (12036 : MOU with Victim Witness for Office Space at 5085 Bullion Street)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify Letters of Thanks for Budget Requests Supporting Arts and Tourism

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RECOMMENDATION AND JUSTIFICATION:
Ratify Letters Requesting Support for an Arts and Tourism Project in Mariposa County.

In response to a short-notice opportunity for arts and tourism funding, Mariposa County is requesting up to $500,000 to develop and install a series of temporary and permanent site-specific art installations throughout Mariposa County. The project is a partnership between the County, the Mariposa County Arts Council and Yosemite/Mariposa County Tourism Bureau. This item would ratify letters to Assemblymember Bigelow and Chair Ting requesting support for the funding.

The proposed arts and tourism project was selected from the creative placemaking master plan. It would locate the art installations in visited areas such as the Mariposa Creek Parkway and Stockton Creek Preserve trail systems, thus enhancing existing active transportation infrastructure which are a major attraction for tourists visiting the County. Additionally, art installations could be added to several smaller, underserved communities such as Coulterville and Catheys Valley.

Art installations would be commissioned by established environmental and indigenous artists and explore/support subjects unique to Mariposa's ecological and cultural landscape, including the connection between native plant restoration and wildfire mitigation strategies, representation of the Mariposa's indigenous people (Southern Sierra Miwuk), and conservation efforts related to threatened wildlife living along Mariposa and Stockton Creeks-subjects of interest to Mariposa County visitors. Annual, free festivalprogramming featuring thematically complementary music, theatre, dance and poetry performances and visual art showcases will draw new visitors to the region and introduce them to Mariposa's free recreational active transportation and public art assets.

The funding opportunity sought here was offered with only one day to make a proposal. Staff has sent the attached letters in response and now requests Board ratification of this action.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely approves or ratifies letters 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.

ATTACHMENTS:
Chair Ting Letter (PDF)
Assembly Member Bigelow Letter (PDF)

DALLIN KIMBLE
County Administrative Officer

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
209-966-3222
1-800-736-1252
dkimble@mariposacounty.org

July 20, 2021

The Honorable Phil Ting, Chair
Assembly Budget Committee
California State Assembly
State Capitol
Sacramento, CA 95814

RE: Budget Request in Support of Arts and Tourism—County of Mariposa

Dear Chair Ting:

On behalf of the County of Mariposa, I want to thank you for your commitment to California residents' needs and priorities. I want to also thank you in advance for the opportunity to provide input on priority projects for the County of Mariposa. State support for local projects can make a significant impact on the quality of life of residents and visitors.

As discussions continue in Sacramento with respect to several budget issues, I wanted to take the opportunity to highlight a project in need of funding support. ***This project is unique in that it focuses on the County's efforts around arts and heritage, particularly as they would benefit tourism—something that has suffered dramatically through the pandemic.***

As you are well aware, tourism is critical to Mariposa County, with more than five million visitors annually to visit Yosemite National Park and the local treasures that Mariposa has to offer. The pandemic had very significant negative impacts on the economy and budget of the County—something the County, residents, and businesses are all struggling to recover from.

The County of Mariposa is in need of funding for this project and is asking for your assistance through your efforts with the State Budget and related legislation this year:

- **Resiliency—Exploring Mariposa's Changing Ecological and Cultural Landscape through the Perspective of Environmental and Indigenous Artists**

  Estimated Cost: $500,000 (Completely Scalable)

Attachment: Chair Ting Letter (12051 : Ratify Letters of Thanks for Budget Requests Supporting Arts and Tourism)

Location: Various Mariposa County locations, including the Mariposa Creek Parkway and Stockton Creek Preserve trail systems, and the underserved communities of Coulterville and Catheys Valley

Status: Ready for Installation

Partners: County of Mariposa, Mariposa County Arts Council, and Yosemite/Mariposa County Tourism Bureau

Summary: Mariposa County requests $500,000 (this can be easily scaled within the $100,000–$500,000+ range) to develop and install a series of temporary and permanent site-specific art installations throughout Mariposa County. This project is a partnership between the County, the Mariposa County Arts Council and Yosemite/Mariposa County Tourism Bureau.

The project will locate the art installations in visited areas such as the Mariposa Creek Parkway and Stockton Creek Preserve trail systems, thus enhancing existing active transportation infrastructure which are a major attraction for tourists visiting the County. Additionally, art installations could be added to several smaller, underserved communities such as Coulterville and Catheys Valley.

Art installations will be commissioned by established environmental and indigenous artists and explore/support subjects unique to Mariposa's ecological and cultural landscape, including the connection between native plant restoration and wildfire mitigation strategies, representation of the Mariposa's indigenous people (Southern Sierra Miwuk), and conservation efforts related to threatened wildlife living along Mariposa and Stockton Creeks—subjects of interest to Mariposa County visitors. Annual, free festival programming featuring thematically complementary music, theatre, dance and poetry performances and visual art showcases will draw new visitors to the region and introduce them to Mariposa's free recreational active transportation and public art assets.

Thank you again for your consideration of this request—the benefits to the County of Mariposa, residents and visitors would be invaluable. If you have any questions or need additional information, please feel free to reach out. I'd be happy to discuss it further.

Respectfully,

cc: The Honorable Andreas Borgeas, 8th Senate District
The Honorable Frank Bigelow, 5th Assembly District

Attachment: Chair Ting Letter (12051 : Ratify Letters of Thanks for Budget Requests Supporting Arts and Tourism)

J. DALLIN KIMBLE
County Administrative Officer

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
209-966-3222
dkimble@mariposacounty.org

July 15, 2021

The Honorable Frank Bigelow
California State Assembly
State Capitol
Sacramento, CA 95814

RE: Budget Request in Support of Arts and Tourism—County of Mariposa

Dear Assembly Member Bigelow:

On behalf of the County of Mariposa, I want to again thank you for your commitment to our residents' needs and priorities. Thank you also for the opportunity to provide input on priority projects for the County of Mariposa. State support for local projects can make a significant impact on the quality of life of your constituents.

As discussions continue in Sacramento with respect to several budget issues, I wanted to take the opportunity to highlight a project in need of funding support. ***This project is unique in that it focuses on the County's efforts around arts and heritage, particularly as they would benefit tourism—something that has suffered dramatically through the pandemic.***

As you are aware, tourism is critical to Mariposa County with more than four million annual visitors to Yosemite National Park and the local treasures that Mariposa offers. The pandemic had very significant negative impacts on the economy and county budget—and the County, residents, and businesses are all struggling to recover.

The County of Mariposa is in need of funding for this project and is asking for your assistance in sharing this information with the Chair and Members of the Assembly Budget Committee and through your efforts with the State Budget and related legislation this year:

- **Resiliency—Exploring Mariposa's Changing Ecological and Cultural Landscape through the Perspective of Environmental and Indigenous Artists**

Estimated Cost:	$500,000 (Completely Scalable)
Location:	Various Mariposa County locations, including the Mariposa Creek Parkway and Stockton Creek Preserve trail systems, and the underserved communities of Coulterville and Catheys Valley
Status:	Ready for Installation
Partners:	County of Mariposa, Mariposa County Arts Council, and Yosemite/Mariposa County Tourism Bureau

Attachment: Assembly Member Bigelow Letter (12051 : Ratify Letters of Thanks for Budget Requests Supporting Arts and Tourism)

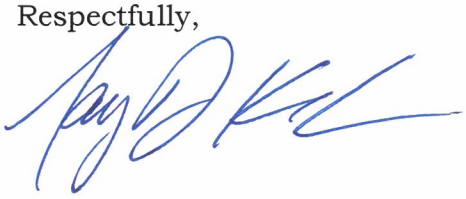
Summary: Mariposa County requests $500,000 (this can be easily scaled within the $100,000–$500,000+ range) to develop and install a series of temporary and permanent site-specific art installations throughout Mariposa County. This project is a partnership between the County, the Mariposa County Arts Council and Yosemite/Mariposa County Tourism Bureau.

The project will locate the art installations in visited areas such as the Mariposa Creek Parkway and Stockton Creek Preserve trail systems, thus enhancing existing active transportation infrastructure which are a major attraction for tourists visiting the County. Additionally, art installations could be added to several smaller, underserved communities such as Coulterville and Catheys Valley.

Art installations will be commissioned by established environmental and indigenous artists and explore/support subjects unique to Mariposa's ecological and cultural landscape, including the connection between native plant restoration and wildfire mitigation strategies, representation of the Mariposa's indigenous people (Southern Sierra Miwuk), and conservation efforts related to threatened wildlife living along Mariposa and Stockton Creeks—subjects of interest to Mariposa County visitors. Annual, free festival programming featuring thematically complementary music, theatre, dance and poetry performances and visual art showcases will draw new visitors to the region and introduce them to Mariposa's free recreational active transportation and public art assets.

Thank you again for your consideration of this request—the benefits to the County of Mariposa, residents and visitors would be invaluable. If you have any questions or need additional information, please feel free to reach out. I'd be happy to discuss it further.

Respectfully,



Attachment: Assembly Member Bigelow Letter (12051 : Ratify Letters of Thanks for Budget Requests Supporting Arts and Tourism)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Letters of Thanks for the Congressionally Directed Spending Request for Wawona Ambulance Bay

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RECOMMENDATION AND JUSTIFICATION:
Approve Letters of Thanks for the Congressionally Directed Spending Request for the Wawona Ambulance Bay; and Authorize the Board of Supervisors Chair to Sign the Letters.

For many years, Mariposa County has provided a shelter for a National Park Service (NPS) ambulance to be parked in the Wawona area of Yosemite National Park. Through a mutual aid agreement, this ambulance has served the residents of Wawona and Yosemite West as well as visitor needs in Mariposa Grove, Wawona and Glacier Point.

Recently, Yosemite National Park replaced their ambulance from 1985 with a new model. The new ambulance will provide better services to those in need of medical care, but unfortunately does not fit in the shelter. As a result, the ambulance is being parked in Yosemite Valley, adding 45 minutes or more to the time needed to respond to demands in the southern portion of Yosemite National Park.

At the invitation of Senators Feinstein and Padilla, the County has requested $350,000 in federal funds to build a new ambulance bay in Wawona. Both senators advanced our request to the appropriations committee. While the outcome is yet uncertain, the attached letters thank the senators for advancing our request and their efforts in our behalf.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. The letters would not be sent.

ATTACHMENTS:
Federal Earmark Request_County of Mariposa_Sen Feinstein (PDF)
Federal Earmark Request_County of Mariposa_Sen Padilla (PDF)

REF ID# 12052

Attachment: Federal Earmark Request_County of Mariposa_Sen Feinstein (12052 : Approve Letters of Thanks for the Congressionally Directed

August 10, 2021

The Honorable Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington, D.C. 20510

RE: Congressionally Directed Spending Request—Wawona Ambulance Bay

Dear Senator Feinstein:

On behalf of the County of Mariposa, I want to thank you for your submittal of a request for funding to the Senate Appropriations Committee of $350,000 for the construction of an ambulance bay in the Wawona area near Yosemite National Park.

As you are aware, for many years, Mariposa County has provided a shelter for a National Park Service (NPS) ambulance to be parked in the Wawona area of Yosemite National Park. Through a mutual aid agreement, this ambulance has served the residents of Wawona and Yosemite West as well as visitor needs in Mariposa Grove, Wawona and Glacier Point. Recently, Yosemite National Park replaced their ambulance from 1985 with a new model. The new ambulance will provide better services to those in need of medical care, but unfortunately does not fit in the shelter. As a result, the ambulance is being parked in Yosemite Valley, adding 45 minutes or more to the time needed to respond to demands in the southern portion of Yosemite National Park. This project would construct a new garage in Wawona large enough to fit the new ambulance in order to improve response times in this area of the Park and County.

Thank you again for your submittal of this request—the benefits to the County of Mariposa and its residents would be invaluable. If you have any questions or need additional information, please don't hesitate to contact Dallin Kimble, County Administrative Officer, at (209) 966-3222.

Respectfully,

Marshall Long, Chair
Mariposa County Board of Supervisors

Attachment: Federal Earmark Request_County of Mariposa_Sen Padilla (12052 : Approve Letters of Thanks for the Congressionally Directed

August 10, 2021

The Honorable Alex Padilla
United States Senate
112 Hart Senate Office Building
Washington, D.C. 20510

RE: Congressionally Directed Spending Request—Wawona Ambulance Bay

Dear Senator Padilla:

On behalf of the County of Mariposa, I want to thank you for your submittal of a request for funding to the Senate Appropriations Committee of $350,000 for the construction of an ambulance bay in the Wawona area near Yosemite National Park.

As you are aware, for many years, Mariposa County has provided a shelter for a National Park Service (NPS) ambulance to be parked in the Wawona area of Yosemite National Park. Through a mutual aid agreement, this ambulance has served the residents of Wawona and Yosemite West as well as visitor needs in Mariposa Grove, Wawona and Glacier Point. Recently, Yosemite National Park replaced their ambulance from 1985 with a new model. The new ambulance will provide better services to those in need of medical care, but unfortunately does not fit in the shelter. As a result, the ambulance is being parked in Yosemite Valley, adding 45 minutes or more to the time needed to respond to demands in the southern portion of Yosemite National Park. This project would construct a new garage in Wawona large enough to fit the new ambulance in order to improve response times in this area of the Park and County.

Thank you again for your submittal of this request—the benefits to the County of Mariposa and its residents would be invaluable. If you have any questions or need additional information, please don't hesitate to contact Dallin Kimble, County Administrative Officer, at (209) 966-3222.

Respectfully,

Marshall Long, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

RESOLUTION - ACTION REQUESTED

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commisioner

RE: 2021/2022 Bee Safe Agreement 21-0294-000-SG

RECOMMENDATION AND JUSTIFICATION:
Approve the Bee Safe Program Cooperative Agreement No. 21-0294-000-SG for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

The Bee Safe program is in its third year as a state funded apiary program. The program will include apiary inspections for brand/marking compliance and pests. It will also focus on apiary theft and locating forage sites for bees. These activities are already being performed by the inspector.

The total available FY 2021/2022 contract amount for this agreement is $12,298.69

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The previous cooperative agreement for FY 2020/2021 was approved by Resolution No. 2020-442.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this agreement, subvention funds will not be received for the Bee Safe Program for apiary inspections, apiary brand/marking compliance, investigations, outreach and/or pest monitoring and abatement.

FINANCIAL IMPACT:
The subvention amount of $12,298.69 was included in the FY 2021/2022 budget revenues.

ATTACHMENTS:
21 22 Bee Safe 21-0294-000-SG (PDF)

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.6/2021)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBE
21-0294-000-SG

1. This Agreement is entered into between the State Agency and the Recipient named below:
   STATE AGENCY'S NAME
   CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
   RECIPIENT'S NAME
   COUNTY OF MARIPOSA
2. The Agreement Term is: July 1, 2021 through June 30, 2022
3. The maximum amount of this Agreement is: $12,298.69
4. The parties agree to comply with the terms and conditions of the following exhibits and attachme which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Attachments: Scope of Work and Budget	

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

RECIPIENT

RECIPIENT'S NAME *(Organization's Name)*
COUNTY OF MARIPOSA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
Post Office Box 905, Mariposa, CA 95338-0905

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: County Agricultural Commissioners will develop, implement, and report on activities associated wit the Bee Safe Program. Food and Agricultural Code 29000 - 29812.

   Project Title: Bee Safe Program

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Robert James	Name:	Agricultural Commissioner
Division/Branch:	PHPPS / INTEGRATED PEST CONTROL	Organization:	COUNTY OF MARIPOSA
Address:	2800 Gateway Oaks Drive	Address:	Post Office Box 905
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-262-1102	Phone:	209-966-2075
Email Address:	robert.james@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Melissa Amaya	Name:	Agricultural Commissioner
Division/Branch:	PHPPS / INTEGRATED PEST CONTROL	Organization:	County of Mariposa
Address:	2800 Gateway Oaks Drive	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-262-1102	Phone:	209-966-2075
Email Address:	melissa.amaya@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

4. **RECIPIENT: Please check appropriate box below:**
Research and Development (R&D) means all research activities, both basic and applied, and a" development activities that are performed by non-Federal entities. The term research also include activities involving the training of individuals in research techniques where such activities utilize th same facilities as other R&D activities and where such activities are not included in the instructio function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
This Agreement is of no force or effect until signed by both parties. The Recipient may not invoic for activities performed prior to the commencement date or completed after the termination date this Agreement.

2. **Agreement Execution**
Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the partie agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has th same force and legal effect as an Agreement executed with an original ink signature. The ter "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or othe electronic means of a copy of an original signed Agreement in a portable document format. The ter "electronically signed Agreement" means an Agreement that is executed by applying an electron signature using technology approved by all parties.

3. **Assignment**
This Agreement is not assignable by the Recipient, either in whole or in part, without the prior conse of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
This Agreement is governed by and will be interpreted in accordance with all applicable State an Federal laws.

5. **State and Federal Law**
It is the responsibility of the Recipient to know and understand which State, Federal, and local law regulations, and ordinances are applicable to this Agreement and the Project, as described Exhibit A. The Recipient shall be responsible for observing and complying with all applicable Stat and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitment of the Agreement, including all incorporated documents, and to fulfill all assurances, declaration representations, and statements made by the Recipient in the application, documents, amendment and communications in support of its request for funding.

7. **Performance and Assurances**
The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project wo as described in the Scope of Work, and to apply grant funds awarded in this Agreement only allowable Project costs.

8. **Mutual Liability**
Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losse causes of action, judgments, damages, and expenses to the extent directly caused by their officer agents, or employees.

9. **Unenforceable Provision**
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, th parties agree that all other provisions of this Agreement shall remain operative and binding.

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. Th Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activitie under this Agreement shall have the proper licenses/certificates required in their respectiv disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, haras or allow harassment or discrimination against any employee or applicant for employment based c race, religious creed, color, national origin, ancestry, physical disability, mental disability, medic condition, genetic information, marital status, sex, gender, gender identity, gender expression, ag sexual orientation, or military and veteran status. The Recipient agrees to require the same of a contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment its employees and applicants for employment are free from discrimination and harassment. Th Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Coc section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment an Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement b reference and made a part hereof as if set forth in full. The Recipient will give written notice of the obligations under this clause to labor organizations with which they have a collective bargaining ur or other Agreement. The Recipient must include the nondiscrimination and compliance provisions this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry ou activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for ar taxes levied on employees' wages. The CDFA will pay for any applicable State of California or loc sales or use taxes on the services rendered or equipment or parts supplied pursuant to th Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. I the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreemer Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problen The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of recei of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipier for the purpose of resolving the dispute. In the event of a dispute, the language contained within thi Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination mus be delivered to the other party at least thirty (30) calendar days prior to the intended date termination. Notice of termination does not nullify obligations already incurred prior to the date termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA mus pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date termination.

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of th Agreement, provided that the non-breaching party provides written notice of the material breach ar ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of th non-breaching party within ten (10) calendar days of receipt of notice, this Agreement sha automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurre up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the exte such failure to perform is caused by any of the following: labor disturbances or disputes of any kin accidents, or the inability to obtain any required government approval to proceed, civil disorders, ac of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanic breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipie may be subject to debarment if CDFA determines that the Recipient has breached the terms of th Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal mu be post marked within ten (10) calendar days of the date the Recipient received notification an addressed to the CDFA Legal Office of Hearing and Appeals or emailed CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breac to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall hav ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure th breach within the time prescribed by this Agreement, CDFA may do any of the following:

A. Suspend payments;
B. Demand repayment of all funding;
C. Terminate the Agreement; or
D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not bein implemented in accordance with the provisions of this Agreement, or that the Recipient has failed any other respect to comply with the provisions of this Agreement, and the Recipient has failed remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies th Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, th portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider th Recipient's refusal to repay the requested disbursed amount a material breach.

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior t the requested implementation date. Amendments are subject to CDFA approval, and, at i discretion, may choose to accept or deny these changes. No amendments are possible if th Agreement is expired.

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work an Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipier for actual allowable expenditures incurred in accordance with the rates specified herein, which i attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed i accordance with this Agreement, and when applicable, a breakdown of the costs of parts an materials, labor charges, and any other relevant information required to ensure proper invoice are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDF Administrative Contact, within thirty (30) calendar days after the end of each quarter in whic activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more tha thirty (30) calendar days following the expiration date of this Agreement, or after project i complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thu indicating that all payment obligations of the CDFA under this Agreement have ceased and tha no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement t permit the determination of the allowability of expenditures reimbursed by CDFA under thi Agreement. If CDFA cannot determine if expenditures are allowable under the terms of thi Agreement because records are nonexistent or inadequate according to Generally Accepte Accounting Principles, CDFA may disallow the expenditures.

B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rat established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time c travel. The standard mileage rate in effect at the time of travel can be found on IRS's websit regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claime expenditures. The maximum rates allowable for travel within California are those established b the California Department of Human Resources (CalHR). The maximum rates allowable fc domestic travel outside of California are those established by the United States General Service Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claime expenditures. The maximum rates allowable are those established in a per diem supplement t Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records an documentation pertaining to this Agreement. These records and documentation will be kept fo three (3) years after completion of the Agreement period or until final resolution of an performance/compliance review concerns or litigation claims.

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Governme Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prom Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has th option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend th Agreement to reflect the reduced amount.

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

SCOPE OF WORK
Bee Safe Program
July 1, 2021 – June 30, 2022

The county agrees to perform and provide the following apiary related activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by (FAC §§ 29000-29322).

This agreement is inclusive of the County's agreement to perform activities approved by the CDFA as described in the attached Work Plan (budget) and by this reference made a part hereof.

This Scope of Work will provide direction for the Counties that engage in apiary registration, training, and outreach, as well as the following activities that are designed to protect bees and beekeepers:

1) Theft of apiary and apiary equipment.
2) Colony weakness or loss due to inadequate foraging opportunities.
3) Colony weakness or loss due to pest and disease pressure.
4) Colony weakness, distress, or loss due to pesticide exposure.

Authorized expenses under this Bee Safe Program agreement include:

I. Personnel Activities

A. Apiary Field Activities

1. **Apiary Theft Prevention**
   - i. **Assisting Law Enforcement**
   - ii. **Apiary Compliance**
2. **Mitigating Colony Loss from Pesticide Exposure**
   - i. **Pesticide Notifications**
3. **Mitigating Colony Loss from Inadequate Forage**
   - i. **Survey for Safe Forage**
4. **Mitigating Colony Loss from Pests and Diseases**
   - i. **Abatement and Treatment**
5. **Inspection**
   - i. **Apiary Markings**
   - ii. **Pest Inspection**
   - iii. **Health Certificate Inspection**

B. Apiary Administrative/Other Activities

1. **Program Development and Management**
2. **Data Entry**
3. **Training**
4. **Outreach**

C. Apiary Registration

1. **Registration**
2. **Survey for Unregistered Colonies**

II. Operating Expenses

A. Supplies
B. Travel and Vehicle Mileage
C. Printing, Postage, and Other Expenses

III. Reporting/Invoicing/Reimbursement

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

A. **Monthly Activity Report**
B. **Invoicing/Reimbursement**

I. **Personnel Activities:** The County agrees to perform the listed Bee Safe Program activities required by this agreement. This agreement is inclusive of the following:

A. Apiary Field Activities

1. Apiary Theft Prevention

i. Assisting Law Enforcement

Personnel hours associated with working with law enforcement on apiary theft incidents. This includes meetings with law enforcement, investigation assistance, including information sharing, apiary theft incidence reporting, and documentation as requested by County Sheriff's Offices, Rural Crimes Task Forces, and District Attorney Offices.

ii. Apiary Compliance

Personnel hours associated with following up on local apiary-related ordinances, issuing violations, and information regarding non-compliance. This includes enforcing proper apiary markings.

2. Mitigating Colony Loss from Pesticide Exposure

i. Pesticide Notifications

Personnel hours associated with pesticide notification.

3. Mitigating Colony Loss from Inadequate Forage

i. Survey for Safe Forage

Counties can survey for potential safe forage space for honey bee colonies, maintain a list of these areas, and provide this information to beekeepers. If counties have grower incentive programs for forage purposes and would like to include this as an option, please contact Patricia Bohls (Patricia.Bohls@cdfa.ca.gov) for approval prior to submission.

4. Mitigating Colony Loss from Pests and Diseases

i. Abatement and Treatment

Personnel hours associated with abatement and treatment of apiaries may be billed as necessary. This includes serving notices to beekeepers, corresponding with beekeepers, communicating with local fire department and air quality management districts, sample submissions, destroying necessary apiary equipment, disinfecting equipment, treatment, and abatement of the equipment.

5. Inspection

i. Apiary Markings

Counties will strive to perform a minimum of one compliance visit per apiary per year. In addition, when an unregistered hive is found a compliance inspection should be conducted. This is to determine if apiaries are being appropriately marked and if apiaries have opted to use branded equipment to ensure branded apiaries and apiary equipment are being handled by the lawful owners.

ii. Pest Inspection

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

Inspections will be conducted when receiving and processing a bee colony shipment, including when receiving a notice of apiary shipment from the border station, when surveying the county and finding an unregistered hive, as requested by a beekeeper, and as required by need for apiaries requiring certification. American Foulbrood suspected samples should be sent to the Beltsville Bee Lab and prepared according to https://www.ars.usda.gov/northeast-area/beltsville-md-barc/beltsville-agricultural-research-center/bee-research-laboratory/docs/how-to-submit-samples/. They should be sent within 24 hours of obtaining the sample. Notify Patricia Bohls via email (patricia.bohls@cdfa.ca.gov) of sample submission.

iii. Health Certificate Inspection
A colony health assessment can be done for certification or inspection reasons. For further instructions on colony health assessments email Patricia Bohls at patricia.bohls@cdfa.ca.gov.

B. Apiary Administrative/Other Activities

1. **Program Development and Management**
   Personnel hours associated with further developing the program. This includes county and state level meetings discussing the Bee Safe Program or apiary related issues. This category amount is not to exceed 25% of the total county budget.

2. **Data Entry**
   Personnel hours associated with completion of Monthly Report 10, Bee Safe Invoice, and other data entry directly related to the Bee Safe Program. Monthly Report 10 can be found at https://secure.cdfa.ca.gov/egov/crs/login.aspx? and Bee Safe Invoice can be found at: http://phpps.cdfa.ca.gov/pbuilder/FileReader.asp?pageid=1464

3. **Training**
   Personnel hours associated with learning about apiary issues. Inspectors can be reimbursed for trainings. Semi-annual trainings will be offered regionally through the Bee Safe Program. This can also include internal county agricultural mentoring and trainings regarding the Bee Safe Program.

4. **Outreach**
   Personnel hours associated with developing or distributing apiary related outreach material. This includes preparation and conducting outreach meetings, developing outreach materials related to the Bee Safe Program or apiary issues, distributing Bee Safe or apiary outreach materials, and attending beekeeper or apiary industry meetings to provide outreach materials or education.

C. Apiary Registration

1. **Registration**
   Personnel hours associated with registering honey bee colonies, collecting the annual assessment fee, and notification of movement. Registration includes a beekeeper paying a single county a fee of $10 per year (multiple registrations and fee charges per beekeeper are not

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

allowed). Counties not utilizing BeeWhere must identify another resource for tracking registered colonies, such as a county spreadsheet or database, and use that resource. Counties may assist beekeepers in utilizing the BeeWhere software program. Counties may send postcards or emails to beekeepers to remind them to register.

2. **Survey for Unregistered Colonies**
Counties can survey for unregistered apiaries. All unregistered apiaries are to be inspected, and a notice must be served to the apiary operator or posted at the apiary regarding the importance and legal need of registering the apiary. Inspections must be performed by a certified County Agricultural Commissioners' inspector. Depending on the inspector's judgement of the state of the apiary the inspection can be either an external hive or internal one. External inspections should check for any hitchhiking pests. Internal inspections should examine for potential American Foulbrood.

II. Operating Expenses

A. Supplies: Supplies are tangible items having a useful life of less than one year or a value of less than $5,000. Only supplies directly related to administering and conducting Bee Safe related activities will be reimbursed. All records substantiating that the supplies are used for the Bee Safe Program must be maintained by the county.

B. Travel and Vehicle Mileage Travel costs pertaining to the Bee Safe Program (lodging, meals, per diem, etc.) are allowable. All records substantiating travel used for the Bee Safe Program must be maintained by the county. Mileage reimbursement is allowable at the standard mileage rate established by the U.S. Internal Revenue Service (https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2021) and in effect at the time of travel. Travel logs shall be utilized to substantiate mileage costs. If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the scope of work (work plan).

C. Printing, Postage, and Other (
All other expenses (printing, postage, communications, etc.) for which the County will seek reimbursement under this agreement must be directly related to the cost of administering and conducting the program.

III. Reporting/Invoicing/Reimbursement:

Personnel hours associated with the compilation, submittal and maintenance of the following:

A. Monthly Activity Report: The County must submit Monthly Report 10 utilizing the on-line County Monthly Report system (https://secure.cdfa.ca.gov/egov/crs/login.aspx?) to report authorized Bee Safe Program activities, no later than the first day of the second month following when the activities took place. The County Monthly Report 10 includes the following fields and these items must be filled out each month:

1. Number of registered colonies and apiaries.
2. Number of stolen colonies and apiary equipment.
3. Number of registered assessment fees.
4. Number of inspected colonies and apiaries.

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

5. Number of colonies and apiaries found with American Foulbrood.

Questions about reporting can be directed to Patricia Bohls (patricia.bohls@cdfa.ca.gov) or by calling (916) 330-5337.

B. **Invoicing/Reimbursement:** The county must submit a monthly itemized invoice, on county letterhead, using the provided invoice template. Invoices must be emailed to BeeSafe Invoices@cdfa.ca.gov. Invoices must be submitted to CDFA **no later than 30 days** after the end of the coinciding reporting period.

1. Allowable Costs: All invoiced expenses must fall within the parameters of this "Scope of Work" and must be directly related to administering and conducting Bee Safe Program activities.

2. Monthly Activity Report Required for Reimbursement: Invoices will not be paid until submission of Monthly Report 10 on the county reporting website (https://secure.cdfa.ca.gov/egov/crs/login.aspx?) for the invoicing period, which has been submitted by the County.

3. Hourly Rate(s) on Invoices: Invoices must reflect the actual hourly rates (salary and benefits) for each personnel classification listed on the Work Plan (budget) that conducted Bee Safe Program activities.

4. Personnel on Invoice Must Match Work Plan (Budget): Invoices must reflect work performed by personnel classifications listed on the Work Plan (budget).

5. Documentation: Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to CDFA but must be retained by the County and shall be made available upon request for audit purposes.

6. Substantiation of Costs: Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed.

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

FY 21/22 Bee Safe Program Work Plan
July 1, 2021 - June 30, 2022

Revised: July 2021

INSERT COUNTY LETTERHEAD HERE

SECTION I: COUNTY INFORMATION

Name of County:
Grant Manager:
Address:
Phone:
Email:

Invoice Date:
Invoice Number:
Invoice Period:
Agreement Number:

SECTION II: PERSONNEL COSTS - Please input hours per category per classification.

	Theft Prevention		Pesticide Exposure	Safe Forage	Pests and Diseases	Inspection			Personnel Rate Information				
Apiary Field Activities	Assisting Law Enforcement	Apiary Compliance	Pesticide Notifications	Survey for Safe Forage	Abatement and Treatment	Apiary Markings	Pest Inspection	Health Certificate Inspection	Total Hours per Invoice Period	Hourly Wage	Hourly Benefit	Total Hourly Rate	Cost per Title
Employee Classification									0			$0.00	$0.00
Employee Classification									0			$0.00	$0.00
Employee Classification									0			$0.00	$0.00
Employee Classification									0			$0.00	$0.00
Employee Classification									0			$0.00	$0.00
Total Hours	0	0	0	0	0	0	0	0	0			**Total Apiary Field Activities Cost**	**$0.00**

***Send information for all samples submitted to Beltsville and CDFA-PPDL to Patricia Bohls (patricia.bohls@cdfa.ca.gov)**

	Apiary Administration / Other				Apiary Registration		Personnel Rate Information				
Apiary Administrative/Other Activities and Apiary Registration	Program Development & Management	Data Entry	Training	Outreach	Registration	Survey for Unregistered	Total Hours per Invoice Period	Hourly Wage	Hourly Benefit	Total Hourly Rate	Cost per Title
Employee Classification							0			$0.00	$0.00
Employee Classification							0			$0.00	$0.00
Employee Classification							0			$0.00	$0.00
Employee Classification							0			$0.00	$0.00
Employee Classification							0			$0.00	$0.00
Employee Classification							0			$0.00	$0.00
Total Hours	0	0	0	0	0	0	0			**Total Apiary Admin/Other and Registration Cost**	**$0.00**

Total Hours (All Activities)	0	**Total Cost (All Activities)**	**$0.00**
		Overhead Rate: 25%	**$0.00**
		Total Personnel Cost	**$0.00**

Outreach Reporting	Theft	Inspection	Bee Health	Program Reporting	Total
Number of Classes					0
	Number in Attendance				
Beekeepers					0
County Staff					0
Law Enforcement					0
Other					0
Total Attendance	0	0	0	0	0

Hive Compliance Reporting	Apiary Markings	Apiary Brand
Hives in Compliance		
Hives not in Compliance		
Total Hives Inspected	0	0

	Apiaries	Colonies
Registered		
Inspected		
With AFB		

SECTION II: OPERATING EXPENSES

Supplies	**Total**
Bee Suits	
Apiary Insepction Equipment & Tools	
Supplies 3	
Supplies 4	
Supplies 5	
Total Supplies	**$0.00**
Printing	
Travel (lodging, meals, per diem)	
Other	
Postage	
Vehicle Use — **Miles:** — **Rate:** $0.56	$0.00
Total Operating Expenses	**$0.00**

Total Cost for Invoice Period:

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

FY 21/22 Bee Safe Program Work Plan
July 1, 2021 - June 30, 2022

SECTION I: COUNTY INFORMATION

Name of County: Mariposa
Grant Manager: Monica Nielsen
Address: 5009 Fairgrounds Road, PO BOX 905, Mariposa, CA 95338
Phone: (209)966-2075
Email: mnielsen@mariposacounty.org agcomm@mariposacounty.org

SECTION II: PERSONNEL COSTS - Please provide estimated hours per category per classifica

	Theft Prevention		Pesticide Exposure		Safe Forage	Pests and Diseases						
Apiary Field Activities	*Assisting Law Enforcement*	*Inspection*	*Pesticide Notifications*	*Colony Strength*	*Survey for Safe Forage*	*Inspection*	*Abatement and Treatment*		**Total Hours per Grant Period**	**Hourly Wage**	**Hourly Benefit**	**Total Hourly Rate**	**Cost per Title**
Agricultural Commissoner	1		1	0		1	1		4	$56.87	$18.77	$75.64	$302.56
Sr. Agricutlural & Standards Inspector	1		2	0	2	3	3		11	$42.64	$11.55	$54.19	$596.09
Agricultural & Standards Inspector I	1	1	2	0	15	0	3		22	$26.63	$12.78	$39.41	$867.02
Agricultural & Standards Inspector I	1	2	2	0	15	6	3		29	$28.65	$13.75	$42.40	$1,229.60
									0			$0.00	$0.00
									0			$0.00	$0.00
									0			$0.00	$0.00
Total Hours	**4**	**3**	**7**	**0**	**32**	**10**	**10**		**66**			**Total Apiary Field Activities Cost**	**$2,995.27**

	Apiary Administrative/Other					Apiary Registration						
Apiary Administrative/Other Activities and Apiary Registration	*Program Development and Management*	*Data Entry*	*Training*	*Outreach*	*Registration*	*Survey for Unregistered*			**Total Hours per Invoice Period**	**Hourly Wage**	**Hourly Benefit**	**Total Hourly Rate**	**Cost per Title**
Agricultural Commissoner	8	8		5	8				29	$56.87	$18.77	$75.64	$2,193.56
Sr. Agricutlural & Standards Inspector	8	8	8	5	8	5			42	$42.64	$11.55	$54.19	$2,275.98
Agricultural & Standards Inspector I			6			8			14	$26.63	$12.78	$39.41	$551.74
Agricultural & Standards Inspector I		5	8	5	5	8			31	$28.65	$13.75	$42.40	$1,314.40
									0			$0.00	$0.00
									0			$0.00	$0.00
									0			$0.00	$0.00
									0			$0.00	$0.00
Total Hours	**16**	**21**	**22**	**15**	**21**	**21**			**116**			**Total Apiary Admin/Other and Registration Cost**	**$6,335.68**
								Total Hours (All Activities)	**182**			**Total Cost (All Activities)**	**$9,330.95**
												Overhead Rate: 25%	**$2,332.74**
												Total Personnel Cost	**$11,663.69**

SECTION III: OPERATING EXPENSES

Supplies				
Supplies 1 Bee Protective Wear				$100.00
Supplies 2				$0.00
Supplies 3				$0.00
Supplies 4				$0.00
Supplies 5				$0.00
Total Supplies				$100.00
Printing				$0.00
Travel (lodging, meals, per diem)				$200.00
Other				$0.00
Postage				$55.00
Vehicle Use	**Miles:**	500	**Rate:** $0.56	$280.00
			Total Operating Expenses	**$635.00**

Attachment: 21 22 Bee Safe 21-0294-000-SG (12025 : 2021/2022 Bee Safe Agreement 21-0294-000-SG)

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

July 13, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public input. Supervisors Forsythe and Long extended kudos to Ms. Nielsen on her appointment.

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

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

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

EXCUSED: Miles Menetrey

CA1. **Health and Human Services** **RES-2021-403**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

DRAFT

Minutes Acceptance: Minutes of Jul 13, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA2. **Health and Human Services RES-2021-404**

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

CA3. **Sheriff's Office RES-2021-405**

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

CA4. **Administration/Human Resources RES-2021-406**

Appoint Monica Nielsen as the Mariposa County Agricultural Commissioner and Sealer of Weights and Measures at an Annual Salary of $113,500.73, Effective Immediately

CA5. **Agricultural Commissioner RES-2021-407**

Approve Organic Program Cooperative Agreement No. 21-0229-000-SA for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Auditor RES-2021-408**

Approve an Addendum to the Mariposa County Audit Agreement with Smith & Newell to Conduct the Audit for Fiscal Year 2020/2021 in an Amount Not to Exceed $61,450; and Authorize the Board of Supervisors Chair to Sign the Addendum

CA7. Considered Separately

CA8. **HHS/Behavioral Health & Recovery Services RES-2021-409**

Approve Second Amendment to an Agreement with Central Star Behavioral Health, Inc. to Extend the Term of the Agreement through the End of June 30, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. **HHS/Social Services RES-2021-410**

Approve a Three-Year Operational Agreement with Mountain Crisis Services, a Program of Alliance for Community Transformations, Inc., for a Rape Crisis Program; and Authorize the Director of Health and Human Services Agency to Sign the Agreement

CA10. **Public Works RES-2021-411**

Rescind Resolution 2021-327; Approve a Revised Agreement with Golder Associates, Inc. for Environmental Monitoring and Reporting for the Mariposa County Landfill in an Amount Not to Exceed $41,366; and Authorize the Board of Supervisors Chair to Sign the Agreement

Recess

9:05 AM Chair Long recessed the meeting to congratulate Ms. Nielsen on her appointment and reconvened at 9:06 AM.

E. Considered Separately

DRAFT

Minutes Acceptance: Minutes of Jul 13, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA7. **Board of Supervisors**

Approve the Minutes of **Tuesday, July 06, 2021**

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

MOVER: Tom Sweeney, District II Supervisors

SECONDER: Wayne Forsythe, District IV Supervisor

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

EXCUSED: Miles Menetrey

F. Departmental Presentation

Eric Sergienko/County Health Officer reported on air quality from the fire. He also reported that there are no active cases of COVID-19 in the county right now, but noted up-ticks in cases and hospitalizations in surrounding counties; and discussed the various strains of the virus that exist. Dr. Sergienko also noted that the Centers for Disease Control released guidance for schools on Friday and advised that they will be taking a look at it.

Shannon Gadd/Health and Human Services Agency (HHSA) Director provided a flyer regarding Extreme Health Response, and advised of the opening of cooling centers. She also discussed the metrics used for that decision, and extended thanks to the Public Works Department for working with them to open county pools. Ms. Gadd also reported that no one came to the Catheys Valley cooling center, and that a total of nine people took advantage of the library cooling center over the weekend. She also noted that those numbers are typical across the nation and advised that there is a lot of discussion regarding the efficacy of staffing cooling centers. Ms. Gadd also reported that on Thursday, staff also called 118 individuals who are involved with In-Home Supportive Services programs and on the SAFE list. She noted that one individual expressed concern so they moved the individual to a motel for the weekend, scenarios for opening cooling centers versus underutilization of them in the past, and the benefits of the SAFE program.

Jeremy Briese/Sheriff - Coroner - Public Administrator provided an update on recent matters including a murder, illegal marijuana grows, and the fire. He commended his deputies and everyone working to ensure that county's safety. Sheriff Briese also advised that this is the third homicide for this year, which is not normal for our area. He also noted that he and his administrative team have also been working the streets to help fill some of the gaps, discussed the investigation that occurs when a report is received, and advised that they are doing their best. Discussion ensued regarding the scale and resources of drug trafficking organizations, and whether help is available from state law enforcement agencies,

Shannon Gadd advised that anyone interested in the SAFE program should call Marti Fazio at 966-3689, and extended thanks to all of the staff who responded to events over the past weekend.

Dallin Kimble/County Administrative Officer extended thanks for the appointment of an Ag Commissioner. He also announced that the County has been

DRAFT

Minutes Acceptance: Minutes of Jul 13, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

awarded the market study grant that was discussed a few weeks ago; reported that the Rule 20A credits have been successfully transferred; advised that the request for an ambulance bay in Wawona is moving forward; and reported on a new opportunity for funding specific to arts and entertainment that encourages tourism and invited project ideas, with the caveat that the deadline is by the end of today.

Sarah Williams/Planning Director congratulated Monica Nielsen on her appointment; and noted that the deadline to apply for the code compliance committee is a week from tomorrow at 5:00 pm, and that full information can be found on the website.

Chris Bernard/CAL FIRE - County Fire reported that the fire grew a bit yesterday but that the majority of it is now in Madera County; and advised of great cooperation with the Mariposa Sheriff's Office. Discussion ensued regarding the dozer lines, the current fire management team, and injuries.

Kari Kisela/Mariposa County Chamber of Commerce advised that, historically, PG&E has put up the event banners but that they are not always able to do so due to emergencies; advised that they are looking for another entity that might be able to do it; and requested suggestions. In response to Supervisor Long's inquiry regarding the poles and wire by Happy Burger, Ms. Kisela noted that Public Works advised that they need to get someone to test them for strength.

Jacob Hawley/Visitor Center Operations Manager reported an increase in visitors to the center; noted that they are realizing that people are unaware of the reservation system to get into Yosemite; reported that the Yosemite Museum is still shut down but that the Mariposa History Center is open; and advised that he is trying to send people everywhere that he can. Supervisor Smallcombe discussed the availability of the YARTS system, which requires no reservations to use.

Kari Kisella reported on a ribbon cutting yesterday for Diamond Barbershop; and advised of another scheduled for Twiss Realty in the near future.

René LaRoche/Clerk of the Board noted that the redistricting process is currently underway, and advised of a special meeting and public hearing this Saturday at 10:00 AM to accept public comment and ideas.

Walter Wall/District Attorney advised of the low turnout of citizens called for jury duty, noted the backlog of cases, and urged people to show up when called for jury duty as this is the service that keeps us just and fair. Discussion ensued regarding potential remedies.

1. **Clerk of the Board of Supervisors (ID # 12004)**

Handouts from Departmental Presentation Portion of the July 13, 2021, Meeting

RESULT: INFORMATION RECEIVED

G. Public Comment on Non-Agenda Items

Becky Barnes-Boers discussed the need for the County to comply with the requirements of the Americans with Disabilities Act (ADA) and advised of the lack of the required ADA Coordinator, Transition Plan, or Grievance Procedure. She also noted that the Building Department is not inspecting for ADA compliance; advised that the Sheriff's Office is not ADA compliant and that parking signs in the Government Center complex and at the library are not compliant; advised that the public parking lots are not ADA compliant; noted that there are sandwich board signs blocking sidewalks; and suggested looking at lawsuits against Caltrans, and the cities

DRAFT

Minutes Acceptance: Minutes of Jul 13, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

of Sacramento, Dixon, Lincoln and Red Bluff.

H. Regular Agenda Items

1. **Public Works** **RES-2021-412**

PUBLIC HEARING: Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro); and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2021-22

Shannon Hansen/Public Works Deputy Director gave the staff report. In response to an inquiry from Supervisor Sweeney, Mike Pardi/Public Works noted that he did a financial analysis and advised that he expects that the assessments will no longer be paying for services next year. No public comment.

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

2. **Public Works** **RES-2021-413**

PUBLIC HEARING: Adopt the Current Fee Structure for Mariposa Countywide County Service Area (CSA) No. 1 Road Maintenance for Zones of Benefit; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2021-22

Shannon Hansen gave the staff report. No public comment.

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

3. **Public Works** **RES-2021-416**

PUBLIC HEARING: Adoption a Resolution Establishing the Current Fee Structure for Mariposa County Service Area (CSA) No. 3; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2021-22

Shannon Hansen gave the staff report. No public comment.

DRAFT

Minutes Acceptance: Minutes of Jul 13, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

4. **Public Works** **RES-2021-414**

Declare Summer Saturdays in Coulterville a County Sponsored Event and Waive Encroachment Fee. the Summer Saturdays Events Will be Held on the July 17Th, August 21St and September 18Th 2021

Shannon Hansen gave the staff report, noting that this event takes the place of the CoyoteFest which was previously sponsored by the County. During public comment, Becky Barnes-Boers advised that the County becomes responsible for ADA violations if it sponsors this event.

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

5. **Administration/Community Development** **RES-2021-415**

PUBLIC HEARING: Adopt a Resolution Approving an Application for Community Development Block Grant (CDBG) Funding; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Thereto from the 2021 Notice of Funding Availability (NOFA) to Fund a Resort Hotel & Conference Center Feasibility Study (Subject to Approval as to Legal Form by County Counsel)

Dallin Kimble/County Administrative Officer introduced Tara Schiff/Economic Development Specialist who gave a PowerPoint presentation. During public comment, Marilyn Saunders/Economic Development Corporation spoke in support of the item

Supervisor Sweeney expressed concerns with having lodging partners evaluate the proposal reviews rather than staff; and referenced Task 3.5 and inquired why we would hire a firm to contact RFP recipients when we get so few responses. Ms. Schiff noted that she spoke to Rick Roesch and he was supportive; and that Jonathan Farrington from the Tourism Bureau suggested having the lodging partners vet the proposals but that she can remove that.

Supervisor Smallcombe discussed confusing aspects of the staff report versus the presentation; noted that unless there is a specific plan, a feasibility study is going to be so generic that it won't be useful; and noted that the only reasonable use for spending taxpayer dollars that she can support is to better educate ourselves to better represent the citizens. Ms. Schiff noted that CDBG requires that all activities benefit low income households.

DRAFT

Minutes Acceptance: Minutes of Jul 13, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Supervisor Sweeney expressed similar concerns, noting that he was having trouble reconciling the concept of a broad feasibility study for a convention center and the benefit that will accrue to low and moderate income residents in Mariposa County. In response to Supervisor Sweeney's inquiry, Ms. Schiff noted that she will be writing the RFP but would be reaching out to the Planning Department for their assistance. Supervisor Forsythe noted that it makes sense to encourage people to invest in our community if we have some of the ground work done, and that other companies will go into more depth if they want it.

Supervisor Long noted that we do not presently know what capacity we have for a conference center and that the feasibility study will allow the Board to answer that; and noted that he can support this since it is a grant to answer the questions. Ms. Schiff referenced a similar discussion in 2015 and advised that it revolved around a specific project, where this is a general study that will speak to what is feasible and sustainable.

Supervisor Smallcombe noted that, regardless of the source, the funding derives from taxpayer dollars which the Board needs to spend responsibly. She also discussed her confusion as to the intent behind the feasibility study. Dallin Kimble noted that this would also be to look at the feasibility within the market and to gauge what is sustainable. Supervisor Smallcombe noted that the only way she can support it is if it becomes a means to define a marketing tool for the County to attract developers. She also noted that she still does not see the benefit for low to moderate income households as this is an application to fund a conference and resort feasibility study. Ms. Schiff noted that is exactly what they are looking for but that they can change the title. Mr. Kimble noted it is to gauge the feasibility of any development that could be used. Supervisor Smallcombe also noted that consultants tend to give people the answer they want to hear, and noted that we want to be very clear in the RFP that our intent is to ensure that the result puts the County on a more even footing with any developer that might come in. Mr. Kimble noted that they can bring the RFP to the Board for approval if that is the desire. Supervisor Smallcombe noted that she will approve on that basis.

ACTION: ***Approved contingent upon the draft RFP coming back to the Board for approval.***

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

Recess

10:56 AM Chair Long recessed the Board for a brief recess and reconvened at 11:01 AM.

6. **Clerk of the Board of Supervisors (ID # 11975)**

Discussion and Direction Regarding Potential Changes to the Board's

DRAFT

Minutes Acceptance: Minutes of Jul 13, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Meeting Schedule in Light of the Recently Established September 14, 2021 Statewide Election

René LaRoche gave the staff report. No public input. Board discussion ensued.

DIRECTION:
Reschedule the September 7, 2021, Regular meeting to Wednesday, September 15, 2021, at 9:00 AM.

RESULT: DIRECTION GIVEN

I. Items removed from Consent Agenda

None.

J. Closed Session

1. **Board of Supervisors (ID # 11546)**

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

No public comment.

RESULT: CLOSED SESSION HELD

Recess

11:10 AM Chair Long moved the Board into Closed Session.

Reconvened

11:46 AM Chair Long reconvened and reported that Information was Received during the Closed Session.

K. Board Information

Information received.

L. Adjournment

11:55 AM Chair Long adjourned the meeting in memory of Stuart Tanner, Neil Stonum, and Robert "Bud" Puckett.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

DRAFT

Minutes Acceptance: Minutes of Jul 13, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Re-Appoint Margarita King and Re-Categorize Liz Wilcox Local Child Care Planning Council

---

RECOMMENDATION AND JUSTIFICATION:

Re-Appoint Margarita King; and Re-Appoint Liz Wilcox into the New Category of Discretionary Representative from the Previous Category of Public Agency Representative, to the Local Child Care Planning Council (LCCPC) for Three Year Terms Expiring August 10, 2024.

Liz Wilcox has been a Public Agency Representative on the council for the past several years and has recently retired and no longer qualifies for that category; however, she would like to remain on the council and qualifies to fill the category of Discretionary Representative.

According to the by-laws, the Local Child Care Planning Council shall consist of no more than twenty (20) members with representation from various economic, social and occupational groups. This committee has ten (10) voting members and ten (10) alternates. Two (2) Child Care Providers, Two (2) Community Representatives, Two (2) Public Agency Representatives and Two (2) Additional Representatives, appointed at the Discretion of the Appointing Bodies. The Board shall appoint one (1) member from each of the membership categories listed above for a total of five (5) members. The Superintendent shall appoint one (1) member from each of the membership categories listed above for a total of five (5) members.

The term of office is three (3) years from the date of appointment. The purpose of the Mariposa County Local Child Care Planning Council is to serve as a forum to address the child care needs of all families and for all child care programs, both subsidized and non-subsidized in Mariposa County.

There are currently seven (7) members appointed to serve on this council with five (5) alternates. Vacancies have been posted pursuant to the Maddy Act.

As per regulation, one half of the Mariposa Local Child Care Planning Council's membership is appointed by the Superintendent of Schools. The other half is appointed by the Mariposa County Board of Supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Agenda Item - No Resolution Requested

Your Board has continued to follow the recommendation of the Local Child Care Planning Council regarding the re-appointment of interested members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

By not re-appointing interested individuals to the Local Child Care Planning Council Advisory Board, current members will not be as effective and may not be able to meet the mission of the Board.

ATTACHMENTS:
BOS Reappointment KING (PDF)
BOS Reappointment & Recategorization WILCOX (PDF)

Attachment: BOS Reappointment KING (12033 : Re-Appoint Margarita King and Re-Categorize Liz Wilcox Local Child Care Planning Council)

July 15, 2021

Mariposa County Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

Dear Board of Supervisors,

As per regulation, one half of the Mariposa Local Child Care Planning Council's membership is appointed by the Superintendent of Schools. The other half appointed by the Mariposa County Board of Supervisors.

At this time the council is seeking the reappointment of Margarita king as a Public Agency Representative. Margarita is a valued council member who brings public health knowledge to the community & Council. Margaritas reappointment would be from July 2021 – July 2024.

The Council unanimously voted to reappoint Margarita for another three year term at our June meeting.

We ask that you send us a signed determination at your earliest convenience. Thank you for your time and consideration in this matter. If you should have any questions, please do not hesitate to call me at 966-6299.

Respectfully submitted,

Amber Chambers
LCCPC Coordinator

Attachment: BOS Reappointment & Recategorization WILCOX (12033 : Re-Appoint Margarita King and Re-Categorize Liz Wilcox Local Child

July 15, 2021

Mariposa County Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

Dear Board of Supervisors,

As per regulation, one half of the Mariposa Local Child Care Planning Council's membership is appointed by the Superintendent of Schools. The other half appointed by the Mariposa County Board of Supervisors.

At this time the council is seeking a membership re- categorization and the reappointment of Liz Wilcox. Liz has been a Public Agency Representative on our council for the past several years. She has recently retired and no longer qualifies for that category; however she would like to remain on the council and has strong relationships with families, providers and children in our community. We are asking that Liz's category be changed to Discretionary Representative effective July 2021; her reappointment would be from July 2021 – July 2024.

The Council unanimously voted to change Liz's category and reappoint for another three year term at our June meeting.

We ask that you send us a signed determination at your earliest convenience. Thank you for your time and consideration in this matter. If you should have any questions, please do not hesitate to call me at 966-6299.

Respectfully submitted,

Amber Chambers
LCCPC Coordinator

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Veterans Affairs Subvention & Medi-Cal FY 2021-22

RECOMMENDATION AND JUSTIFICATION:

Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal cost Avoidance Program for Fiscal Year 2021-2022; and Authorize the Board of Supervisors Chair to Sign the Certificates.

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

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

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

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

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

ATTACHMENTS:
Veterans Annual Medi-Cal Cost Avoidance Program Certificate of Compliance (PDF)
Veterans Annual Subvention Certification of Compliance (PDF)

REF ID# 11999

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

Annual Medi-Cal Cost Avoidance Program Certificate of Compliance

Fiscal Year 2021/2022

Mariposa COUNTY

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

I understand and will comply with the following:

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

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

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

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

_____ _____

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

Date

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

(Rev 6/21)

Attachment: Veterans Annual Medi-Cal Cost Avoidance Program Certificate of Compliance (11999 : Veterans Affairs Subvention & Medi-Cal FY

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS
Annual Subvention Certificate of Compliance
FISCAL YEAR 2021/2022

Charge:

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

County Certification:

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

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

I certify that the current fiscal year proposed expenditures exceeds the actual fiscal year 1988-89 expenditures by at least, the full amount of the current annual allocation. I also agree that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records. I also authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

I further certify that information contained within the VetPro database will not be distributed to any other agency within our county and that all College Fee Waiver Approval and Denial letters will be generated in the VetPro database.

_____ _____

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

Date

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

(Rev 6/21)

Attachment: Veterans Annual Subvention Certification of Compliance (11999 : Veterans Affairs Subvention & Medi-Cal FY 2021-22)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: BHC Fremont Hospital Inpatient Services Agreement with Behavioral Health

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with BHC Fremont Hospital to provide inpatient hospital services for Mariposa County Behavioral Health in an amount not to exceed $150,000; and authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate inpatient hospital facilities and therefore creates contractor agreements for such placements. Multiple agreements are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of agreements, there may come a time when someone is a danger to himself/herself or others and no bed space is available.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement with BHC Fremont was approved by the Board of Supervisors on June 9, 2020, through Resolution No. 2020-299.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, Behavioral Health crisis response workers may have greater difficulty in placing clients who require emergency psychiatric hospitalization.

FINANCIAL IMPACT:
This contract will be paid from the Behavioral Health budget unit 402. There is no impact to the County General Fund.

ATTACHMENTS:
BHC Fremont Hospital Agreement 2022v3 (PDF)

Attachment: BHC Fremont Hospital Agreement 2022v3 (11977 : BHC Fremont Hospital Inpatient Services Agreement with Behavioral Health)

AGREEMENT FOR HOSPITALIZATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and BHC Fremont Hospital, ("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 hospitalization services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $150,000. 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 $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

Attachment: BHC Fremont Hospital Agreement 2022v3 (11977 : BHC Fremont Hospital Inpatient Services Agreement with Behavioral Health)

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: BHC Fremont Hospital Agreement 2022v3 (11977 : BHC Fremont Hospital Inpatient Services Agreement with Behavioral Health)

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
BHC Fremont Hospital
39001 Sundale Drive
Fremont, CA 94538

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

Attachment: BHC Fremont Hospital Agreement 2022v3 (11977 : BHC Fremont Hospital Inpatient Services Agreement with Behavioral Health)

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

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: BHC Fremont Hospital Agreement 2022v3 (11977 : BHC Fremont Hospital Inpatient Services Agreement with Behavioral Health)

the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: BHC Fremont Hospital Agreement 2022v3 (11977 : BHC Fremont Hospital Inpatient Services Agreement with Behavioral Health)

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

_____

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

_____

Tricia Williams, Chief Executive Officer
BHC Fremont Hospital

COUNTERSIGNED:
(Government Code §25103)

_____

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

_____

Steven W. Dahlem
County Counsel

Attachment: BHC Fremont Hospital Agreement 2022v3 (11977 : BHC Fremont Hospital Inpatient Services Agreement with Behavioral Health)

Exhibit A
SCOPE OF WORK

CONTRACTOR shall provide inpatient mental health rehabilitation services to COUNTY beneficiaries who are authorized for services by COUNTY.

Services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.

CONTRACTOR shall participate in discussions to determine if the COUNTY will medi-cal certify the site.

All personnel rendering services shall be employed by or under contract with the CONTRACTOR. They shall be members of CONTRACTOR inpatient professional staff. The services shall be provided under the direction of the CONTRACTOR facility Director and shall meet appropriate professional standards.

CONTRACTOR shall actively coordinate follow up services with the COUNTY including coordination of the proposed discharge date of all persons served under this Agreement.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison for coordination and consultation purposes. Client records shall include enough information for an evaluation of services provided.

COUNTY agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

CONTRACTOR agrees to prescribe 30 day supply of required medication to Mariposa County Health and Human Services Agency (**HHSA**) clients upon discharge from Contractor's facility.

Attachment: BHC Fremont Hospital Agreement 2022v3 (11977 : BHC Fremont Hospital Inpatient Services Agreement with Behavioral Health)

Exhibit B
COST PROPOSAL

Additional cost includes $130 Psychiatrist Pro fee, which is billed separately. The daily rates may fluctuate up to 10% and are effective on date of service. The total cost of agreement is not to exceed $150,000.

Accomodation/Revenue Code	Description		Max Age	RATE	EFFECTIVE DATE
00114 PA	Rm/Brd-Private Psych	Adolesc.	18	$1,610.00	07/01/2021
00114 PB		Adult		$1,555.00	07/01/2021
00124 PA	Rm/Brd-Semi Private, 2 Bed Psych	Adolesc.	18	$1,610.00	07/01/2021
00124 PB		Adult		$1,555.00	07/01/2021
00134 PA	Rm/Brd-Semi Private, 3 or 4 Bed Psych	Adolesc.	18	$1,610.00	07/01/2021
00134 PB		Adult		$1,555.00	07/01/2021
00154 PA	Rm/Brd-Ward (Med. Or Gen). Psych	Adolesc.	18	$1,610.00	07/01/2021
00154 PB		Adult		$1,555.00	07/01/2021
00169	Administrative Day			Set by the State	07/01/2021
00204 PA	Intensive Care, Psychiatric	Adolesc.	18	$1,610.00	07/01/2021
00204 PB		Adult		$1,555.00	07/01/2021

Attachment: BHC Fremont Hospital Agreement 2022v3 (11977 : BHC Fremont Hospital Inpatient Services Agreement with Behavioral Health)

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Agreement with Xavus Solutions LLC

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Xavus to Provide Software Services for the Senior Center in the Amount of $13,292.10 Which Will be Reimbursed by Calaveras-Mariposa Community Action Agency; Included in This Approval Request is an Ongoing Subscription for Licensing, Training, Ongoing Maintenance and Support at a Cost of $2,300.00 Annually Beginning in Year-Two; and Authorize Mariposa County Health and Human Services Agency Director to Sign the Agreement.

Xavus provides MySeniorCenter software for Senior Centers, specifically designed to automate Senior Centers. MySeniorCenter will streamline access to services, gather and report data in real time, manage transportation, schedule events, track and plan meal services, and lessen staff time of completing paperwork. This software allows Senior Center staff to complete their reports within a cloud-based database versus by paper. Participants at the Senior Center will have touchscreen registration, touchscreen check-in, ability to access event calendars online, and ability to sign up for activities online or via the touchscreen.

The MySeniorCenter software is being utilized by other Senior Centers, such as Amador Senior Center and Sonora Senior Services. Mariposa County is will be utilizing a software that is successfully being used by Senior Centers in neighboring counties.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors does not have a prior history with Xavus.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board can choose to not authorize this agreement and forego an opportunity for HHSA to ensure effective operations for its clients.

FINANCIAL IMPACT:
The purchase price of the software is $13,292.10. Calaveras-Mariposa Community Action Agency will reimburse $13,292.10 for the initial purchase of MySeniorCenter software provided by Xavus Solutions LLC (Xavus). Ongoing maintenance and support will cost $2,300.00 annually and be covered through

the Mariposa County Health and Human Services Agency budget. There is no impact to the General Fund.

ATTACHMENTS:
MySeniorCenter Purchase Document - County of Mariposa 07062021 (PDF)

Xavus Solutions
PO Box 55071 #30713
Boston, MA 02205-5071
5088344113
tina@myseniorcenter.com

Quote

ADDRESS
Ms. Lydia Arre
County of Mariposa
5362 Lemee Lane
Mariposa, CA 95338
United States

SHIP TO
Ms. Lydia Arre
County of Mariposa
5362 Lemee Lane
Mariposa, CA 95338
United States

QUOTE # s-090917-6923
DATE 01/29/2021
EXPIRATION DATE 08/31/2021

ACTIVITY	QTY	RATE	AMOUNT
MySeniorCenter System Configuration with All in One Computer/Touchscreen and MySeniorCenter Management System and MySeniorCenter Touchscreen application. Includes one omni-directional scanner, one webcam, and 900 standard MySeniorCenter keytags.	1	10,000.00	10,000.00T
MySeniorCenter Hand-held Scanner with USB cable, MySeniorCenter synchronization software license and one hour of web-based training	2	820.00	1,640.00T
Voice Connect PREMIUM 1 year - unlimited calls; allows for Center's number to show on caller id when using the service. Also includes access to text/SMS broadcast function. This is an annual fee	1	300.00	300.00
Upgrade initial 900 Standard keytags to color customized keytags	1	450.00	450.00
Web-based training and remote configuration	1	750.00	750.00
Shipping and handling	1	120.00	120.00
Discount - Regular Model	1	-870.00	-870.00
Annual maintenance fee in subsequent years for the configuration listed above is $2300 ($1800 for the main system, $100 for each Handheld Scanner, and $300 for Voice Connect Premium) beginning in year 2. Any changes to the configuration listed above may increase the annual maintenance fee. Maintenance includes updates to the software, access to technical support, nightly database backups and periodic web-based refresher training.	1	0.00	0.00

Please sign and fax back to 508-834-4125 (or scan/email to jeff@myseniorcenter.com).

SUBTOTAL	12,390.00
TAX (7.75%)	902.10
TOTAL	**$13,292.10**

Accepted By _____ Accepted Date _____

Shannon Gadd
Director
Mariposa County Health and Human Services Agency

All prices are in USD unless otherwise stated.

Attachment: MySeniorCenter Purchase Document - County of Mariposa 07062021 (11972 : Approve Agreement with Xavus Solutions LLC)

mysenioreenter™
by senior centers, for senior centers

Xavus Solutions LLC PURCHASE and LICENSE TERMS

The following are Xavus Solutions LLC's, terms and conditions of sale and license for hardware and software products. (Products):

GOVERNING TERMS The purchase is subject solely to these Terms and those on the Quote or Estimate that accompanies this contract. No other terms and conditions in addition to, or in conflict with these Terms not separately and specifically executed by both parties as an amendment to these terms shall apply.

ORDERS All orders must be in the form of a valid, unexpired Xavus Solutions LLC Purchase Agreement or Quote signed by Customer and must; a) state the Xavus Solutions LLC part numbers, descriptions and quantities of products purchased b) state the Xavus Solutions LLC quotation number, quotation date and expiration date and that the order is placed pursuant to the terms and conditions of the Xavus Solutions LLC Purchase Agreement, or words of similar effect. (Orders for software customization or Xavus Solutions LLC installation services, must also reference the Xavus Solutions LLC's Statement of Work or Quote for such services) c) be signed by an authorized representative of Customer d) include an initialed or signed Xavus Solutions LLC Purchase and License Terms (this document); Xavus Solutions LLC may reject any non-conforming Order. If Customer organization requires issuance of a Purchase Order in order to process an invoice for payment, then for an Order to be valid it must also include a completed Purchase Order signed by an authorized representative of Customer, stating the terms shown on the Xavus Solutions LLC Purchase Agreement, or words of similar effect.

PRICES All prices are in United States Dollars.

TAXES, FEES, AND OTHER Prices do not include any export fees, duties, OST, Sales, ISO, excise, ad valorem, property, withholding from source income or other taxes of any nature, or other taxes or fees applicable to the sale, use, license, or delivery of the equipment, software or services supplied, all of which are the responsibility of Customer. Incidental IT professional services incurred by the Customer in preparing for the installation of the MySeniorCenter system are outside the scope of this contract and are the responsibility of the Customer.

DELIVERY Equipment sold and software licensed are delivered from Xavus Solutions LLC's manufacturing facility. Shipping fees are listed as a separate line item on the estimate and invoice.

ACCEPTANCE of products delivered and services performed shall be upon delivery unless otherwise agreed. Customer shall provide Xavus Solutions LLC written notice of delivery and acceptance.

MAINTENANCE AND SUPPORT beyond the initial 12 month period shall be available at customer's option. Maintenance and Support fee is **$2300** per year beginning 12 months from the initial purchase date and due annually on the anniversary of the purchase date. Maintenance and Support for the first 12 months is included unless otherwise specified. Changes to the configuration described on the accompanying estimate may increase the cost of the annual maintenance. Any increases will be clearly specified on future quotes.

Current Maintenance entitles Customer to: technical support (via telephone, email, and web); generally available product updates; database back-up services; and periodic web-based refresher training (open to customers only).

Hardware components are not covered as part of the Xavus Maintenance and Support. Hardware is covered by the manufacturer of the components for the duration of the manufacturer's warranty period. Xavus Solutions requires a 45 day notice of the customer's intent to cancel Maintenance and Support. Customers that cancel maintenance retain ownership of any hardware components but no longer have access to hosted software. All data will be returned at the conclusion of the final Maintenance period. Customers electing to renew after their expiration date may be subject to a reactivation fee.

LICENSES, PERMITS AND EXPORT CONTROL Customer will comply fully with the export control laws and regulations of the United States Government and will indemnify Xavus Solutions LLC for any claims or penalties incurred as a result of any violation of applicable United States laws or regulations.

LIMITED WARRANTY AND DISCLAIMER OF WARRANTY Xavus Solutions does not warranty third party hardware and software and such items are subject to their manufacturers' warranty. Xavus will coordinate its customer's claims for warranty service and support on Xavus Solutions LLC supplied third party products with the manufacturer. Manufacturers' warranty is 1 (ONE) year from date of purchase.

Xavus Solutions LLC Software is warranted to substantially conform to Xavus Solutions LLC's specifications in effect as of the date of shipment under normal use for a period of ninety (90) days from the date of shipment. Xavus Solutions LLC's sole obligation under this warranty, in the event of a non-conformance occurring and reported to Xavus Solutions LLC's service department within the warranty period., is to provide bug fixes, patches, or work-around by access to download or other appropriate method. Xavus Solutions LLC does not warrant that use of the software will be uninterrupted or error free.

Xavus Solutions LLC warrants that services, if any, will be performed with reasonable skill and care and will conform to any agreed to Statement of Work, (SOW). Xavus Solutions LLC's entire obligation for defects in services reported to Xavus Solutions LLC within ten (10) days from completion shall be to perform or re-perform the services.

Attachment: MySeniorCenter Purchase Document - County of Mariposa 07062021 (11972 : Approve Agreement with Xavus Solutions LLC)

The foregoing hardware, software and services warranties do not extend to defects or nonconformities from abuse, acts of God, improper use, installation, modifications, or unauthorized maintenance.

THE FOREGOING WARRANTIES REPRESENT XAVUS SOLUTIONS LLC's SOLE OBLIGATION AND CUSTOMER'S SOLE REMEDY FOR NON-CONFORMANCES. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCULUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The terms and limitations of this warranty represent bargained for provisions agreed to in return for pricing and other terms.

SOFTWARE LICENSE AGREEMENT Xavus Solutions LLC retains all title and ownership of all software, including software customization and software developed for a particular Customer, as well as included firmware. Custom developments shall not be deemed works for hire. All Software is provided to Customer only under the following license terms: Upon payment of the applicable license fee Xavus Solutions LLC grants to the Customer an indivisible, nonexclusive and non-transferable license, without right to sublicense, in the software and firmware, including patches updates and upgrades for its own internal business purposes on the hardware with which the software and firmware is first supplied.

Licensee may only copy the software as reasonably necessary for operation and archival purposes and shall reproduce all proprietary and copyright notices of Xavus Solutions LLC or its licensor which appear. Licensee shall not cause or permit any merger of the software with other computer program material to form a derivative work or otherwise make changes to the software or alter the software in any manner whatsoever and will not attempt or allow any decompilation or reverse assembly of all or any portion of the software. Licensee agrees not to rent or lease the software and that the software is and shall remain the property of Xavus Solutions LLC or its licensors.

This License is terminable in the event of a breach by Customer that is not corrected within fifteen (15) days after notice. Xavus Solutions LLC' licensors shall be entitled to directly enforce the provisions of this software license to the extent a breach relates to such third party software.

Upon license termination the Licensee shall return the software and all copies to Xavus Solutions LLC or upon Xavus Solutions LLC's instructions, destroy the software and all copies and provide to Xavus Solutions LLC a certificate of destruction signed by an officer of Licensee.

FORCE MAJEURE Neither party shall be liable for any loss or damage due to failure or delay arising out of any cause beyond the control, in the exercise of due diligence or without the fault or negligence of such party.

PAYMENT TERMS A 50% deposit is required and the balance is due upon installation. Timely payment by Customer to Xavus Solutions LLC at its principal place of business of all sums due hereunder is a material element hereof: Xavus Solutions LLC may charge the Customer 1.5% interest per month or part on any past due amounts. Customer shall reimburse Xavus Solutions LLC for all reasonable expenses of collection including attorney's fees.

ASSIGNMENT Neither party may assign its rights or obligations hereunder without the other party's consent, which consent shall not be unreasonably withheld.

APPLICABLE LAW These terms shall be governed by the laws of the Commonwealth of Massachusetts. The United Nations Convention for the Sale of Goods shall not apply to any transactions hereunder.

CANCELLATION SCHEDULE Orders accepted by Xavus Solutions LLC are non-cancelable, non-returnable and nonrefundable. All advance payments for delivered products and services are non-refundable. Orders may be rescheduled a single time, no later than 30 days prior to scheduled ship date, for up to forty-five (45) days without charge.

PATENT INFRINGEMENT Xavus Solutions LLC, agrees at its expense, to defend Customer in any suit, claim or proceeding brought against Customer alleging that any equipment or software furnished hereunder directly infringed any U.S. Letters Patent or U.S. copyright, provided Xavus Solutions is promptly notified of any actual or threatened claim, is given all reasonable assistance requited, and is given sole control over the defense or settlement of the claim, at Xavus Solutions LLC expense. Xavus Solutions LLC agrees to pay any final judgment rendered in such suit should the use of any equipment or software be enjoined, or in the event that Xavus Solutions LLC desires: to minimize its liability hereunder, Xavus Solutions LLC may fulfill its obligations hereunder by, either substituting fully equivalent non-infringing items, or modifying the infringing item so that it no longer infringes, or by obtaining for Customer, at the expense of Xavus Solutions LLC, the right to continue use of such item. The foregoing states the entire liability of Xavus Solutions for patent or copyright infringement or for any breach of warranty of non-infringing, express or implied. The foregoing indemnity shall not apply to any equipment or software made to the specification or design of Customer or to claims based upon the combination of any equipment or software purchased pursuant to this contract with products or software supplied by Customer or others.

LIMITATION 0F LIABILITY XAVUS SOLUTIONS LLC SHALL NOT BE LIABLE FOR BUSINESS INTERRUPTION, LOSS OF DATA, PROFITS OR REVENUE, OR SPECIAL, IN-DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE AND FROM

Attachment: MySeniorCenter Purchase Document - County of Mariposa 07062021 (11972 : Approve Agreement with Xavus Solutions LLC)

ANY CAUSE WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER. LEGAL THEORY, EVEN IF XAVUS SOLUTIONS LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL XAVUS SOLUTIONS LLC BE LIABLE FOR DAMAGES OF ANY KIND IN EXCESS OF THE PRICE PAID FOR THE EQUIPMENT, SOFTWARE AND SERVICES PROVIDED HEREUNDER.

DEFAULT In the event Customer defaults or breaches under the Contract as formed, in addition to all other remedies available to Xavus Solutions LLC at law or equity, Xavus Solutions LLC shall be entitled to recover attorney's fees and costs.

NONDISCLOSURE Each Party shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information except as set forth herein, and shall not disclose such Confidential Information to any third party. Examples of Xavus Solutions LLC's Confidential Information include, but are not limited to, product design, marketing plans and pricing. Examples of CUSTOMER's Confidential Information include, but are not limited to, client data that Xavus may encounter in the course of normal customer support operations. This obligation of confidentiality shall remain in effect for three (3) years after the disclosure. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information. Subject to the California Public Records Act.

U.S. GOVERNMENT RESTRICTED RIGHTS NOTICE Distribution and use of products including computer programs and any related documentation and derivative works thereof, to and by the United States Government, are subject to the Restricted Rights provisions of FAR 52.227-19, paragraph (c)(2) as applicable, except for purchases by agencies of the Department of Defense (DOD). If the Software is acquired under the terms of a Department of Defense or civilian agency contract, the Software "commercial item" as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of-commercial computer software and "commercial computer software documentation" as such terms are used in 48 C.F.R 12.212 of the Federal Acquisition Regulations and its successors and 48 C.F.R 227.7202-1 through 227.7202-4 (June 1995) of the DoD FAR Supplement and its successors. All U.S. Government end users acquire the Software with only those rights set forth in this Agreement. Manufacturer is Xavus Solutions LLC, Boston, MA.

VALIDITY Should any provision of these terms be found illegal or unenforceable in any respect, such illegality or unenforceability shall not affect the validity any other provision of this terms.

ARBITRATION Any dispute arising in respect of those terms shall be referred to arbitration conducted in Boston, MA under the rules of the American Arbitration Association. The award rendered in such arbitration will be final and binding and may be enforced in any court of competent jurisdiction. Each party shall bear its own costs incurred in the arbitration action. Notwithstanding the provisions of this section, any party may seek injunctive relief in any court of competent jurisdiction in order to protect its proprietary and confidential information and to enforce or obtain compliance with the scope of rights and licenses granted under these terms without first submitting, such claim to arbitration.

Quote #: s-090917-6923

County of Mariposa
Ms. Lydia Arre
5362 Lemee Lane
Mariposa, CA 95338
United States

Customer Signature:	_____	Contractor Signature:	_____
	Shannon Gadd		**Chris Hamilton**
Customer Title:	**Director, Health and Human Services Agency**	Contractor Title:	**President, MySeniorCenter**
Date:	_____	Date:	_____

Sales Tax Exempt # (required if applicable) **N/A**

Please also attach or mail a copy of Sales Tax Exempt Certificate.

Attachment: MySeniorCenter Purchase Document - County of Mariposa 07062021 (11972 : Approve Agreement with Xavus Solutions LLC)

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Operational Agreement Between Ethos Youth Cernter and Mariposa County Health and Human Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Operational Agreement Between Ethos Youth Center, a Program of Alliance for Community Transformations, Inc., and Mariposa County Health and Human Services Agency (HHSA) to Provide Services for Children who Are Victims of Crime; and Authorize the Health and Human Services Agency Director to Sign the Agreement.

The goal of this Operational Agreement is to provide maximum available assistance for children who are crime victims in Mariposa County. This Agreement facilitates cooperation between HHSA and Ethos Youth Center to maximize assistance for victims.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors does not have a prior operational agreement with Ethos Youth Center for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not supporting this Agreement would not allow for coordination of services between HHSA and Ethos Youth Center and hinder providing the best response to children who are victims of crime.

FINANCIAL IMPACT:
There is no impact to the County General Fund.

ATTACHMENTS:
Operational Agreement - HHSA and Ethos (PDF)

ALLIANCE FOR COMMUNITY TRANSFORMATIONS
PO Box 2075, Mariposa, CA 95338, (209) 742-6456, www.alliance4community.org

OPERATIONAL AGREEMENT BETWEEN

Ethos Youth Center, a program of the

ALLIANCE FOR COMMUNITY TRANSFORMATIONS

AND

THE COUNTY OF MARIPOSA ON BEHALF OF THE MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AGENCY- CHILD WELFARE DIVISION

This operational agreement stands as evidence that Ethos Youth Center, of the Alliance for Community Transformations, (Alliance), and the Mariposa County Health and Human Services Agency- Child Welfare Division (MHHSA-CWS) intend to work together toward the mutual goal of providing maximum available assistance for children who are crime victims in Mariposa County. Both agencies believe that cooperative provision of services for these victims, as described herein, will further this goal. To this end, each agency agrees to participate in the program by providing the following services.

The Alliance agrees to the following:

1. Ensure that youth services program staff are readily available to the MHHSA-CWS for service provision through in-person and telephone contact;
2. Provide court advocacy, educational support, case management, and facilitation of need-based services to primary and secondary victims of violence or substance abuse who are referred to the Alliance by the MHHSA-CWS.
3. Engage in cross training with the MHHSA-CWS staff as necessary.
4. Meet with a representative from the MHHSA-CWS when coordinated services for victims are needed.

The Mariposa County Health and Human Services Agency Child Welfare Division agrees to the following:

Attachment: Operational Agreement - HHSA and Ethos (12041 : Operational Agreement Between Ethos Youth Cernter and Mariposa County

1. Refer, as appropriate, primary and secondary victims of violence and/or substance abuse to Ethos Youth Center.
2. Engage in cross training with Alliance youth services staff and volunteers as necessary.
3. Meet with youth services staff when coordinated services for victims are needed.

We, the undersigned as authorized representatives of the Alliance for Community Transformations and Mariposa County Health and Human Services Agency Child Welfare Division, do hereby approve this Operational Agreement through December 31st, 2022.

For the Alliance for Community Transformations:

_____

Alison Tudor

Executive Director

Date: _____

For the Mariposa County Health and Human Services Agency:

_____

Shannon Gadd

Health and Human Services Director

Date: _____

Attachment: Operational Agreement - HHSA and Ethos (12041 : Operational Agreement Between Ethos Youth Cernter and Mariposa County

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED

MEETING: August 10, 2021

TO: The Board of Supervisors

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

RE: Declare Wreaths Across America to be a County Sponsored Event and Waive the Facility Use Fee

---

RECOMMENDATION AND JUSTIFICATION:
Declare Wreaths Across America to be a County Sponsored Event and Waive the Facility Use Fee for the County Courthouse.

This event is being held at the Veteran's Memorial Monument on December 18, 2021 at 12:00 pm in observance and to honor all of our fallen Veterans.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved this event in the past.

Wreaths Across America Day began in 2008 as an annual remembrance of our fallen veterans.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, The fees could cause a financial burden for the coordinators.

ATTACHMENTS:
Poster 2021 (PDF)

REF ID# 11995

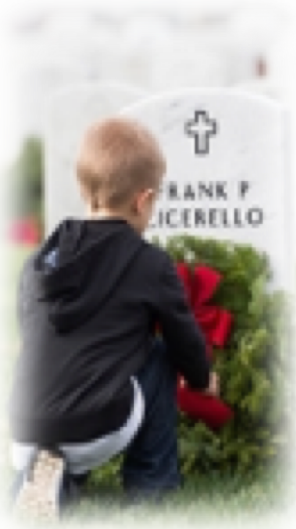
Join Us in Our Mission

Remember ★ Honor ★ Teach



★ December 18, 2021 ★

National Wreaths Across America Day



Help the *Friends of Veterans Mariposa County* honor local heroes!

Sponsor a wreath today to be placed on a veteran's grave this December at one of the Mariposa County Cemeteries.

Just scan the QR code to your right with your smart phone camera to make a donation online.

REMEMBER HONOR TEACH

WREATHS across AMERICA

www.wreathsacrossamerica.

Attachment: Poster 2021 (11995 : Declare Wreaths Across America to be a County Sponsored Event and Waive the Facility Use Fee)

#LiveTheirLegacy2021

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED

MEETING: August 10, 2021

TO: The Board of Supervisors

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

RE: Authorize Change Order 1 for Three Fire Station Roof Repair Projects

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RECOMMENDATION AND JUSTIFICATION:
Approve Change Order One (1) with Chaney Construction Industries for Three Fire Station Roof Repair Projects to Increase Compensation by $23,475 for a New Total Amount Not to Exceed $161,338.50; and Authorize the Board of Supervisors Chair to Sign the Change Order.

This Change Order was necessary in order to address building issues that were not known during development of the project specifications. The issues that were discovered during construction include the repair of the roof gutters, unforeseen dry rot at each building, and significant truss repair at Station 29.

This Agreement authorizes repairs of much needed roofs at the Lushmeadows Fire Station (Station 29), Airport Fire Station (Station 25) and the Coulterville Fire Station (Station 26). Funding for these projects will be through CSA 3 Funding.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On January 12, 2021 Resolution 2021-28 the Board authorized the Public Works Director to advertise, accept, and award bids for this project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the additional repairs cannot be completed.

FINANCIAL IMPACT:
CSA-3 Funding will be used for for these projects and as such there will be no General Fund Inpacts

ATTACHMENTS:
Chaney CO1 Fire Stations (PDF)
Chaney Const. Ind. Fire Station Roofs 12-041 (PDF)

REF ID# 12032

STATE OF CALIFORNIA – County of Mariposa

Sheet 1 of 2

CONTRACT CHANGE ORDER

Change Requested by: Engineer [ ] Contractor [X]

CCO No.	Suppl. No.	Contract No.	Project	Federal/State Number(s)
1		21-041	Fire Station Roofing Repair Project Project No. 0910-1506-1,2,& 3	

To Chaney Construction Industries

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. ***NOTE: This change order is not effective until approved by the Director of Public Works.***

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

Add Item replace or install rain gutters to each station; amount for each as follows		
Station 29 (Lushmeadows, Project No. 0910-1506-1)		$5,000.00
Station 25 (Airport, Project No. 0910-1506-2)		$3,700.00
Station 26 (Coulterville, Project No. 0910-1506-3)		$2,500.00
	Subtotal	**$11,200.00**
Decrease Item 2 Repair Dry Rot for Station 29 (Lushmeadows, Project No. 0910-1506-1) Original Time & Materials Not to Exceed $5,000.00: Actual Time $693.00; Materials $484.00		($3,823.00)
Decrease Item 2 Repair Dry Rot for Station 25 (Airport, Project No. 0910-1506-2) Original Time & Materials Not to Exceed $5,000.00: Actual Time $247.50; Materials $95.00		($4,657.50)
Increase Item 2 Repair Dry Rot for Station 26 (Coulterville, Project No. 0910-1506-3) Original Time & Materials Not to Exceed $2,500.00: Actual Time $2,367.00; Materials $890.00		$757.00
	Subtotal	**($7,723.50)**
Increase Item 2 Repair Trusses for Station 29 (Lushmeadows, Project No. 0910-1506-1)		$20,000.00
	Subtotal	**$20,000.00**
	Total	**$23,475.50**

Estimated Cost: [ ] Decrease [X] Increase

Original Contract Amount $137,863.00 Total CCO's Amount: $23,475.50 Percentage: 17.03% Adjusted Contract Amount: $161,338.50

By reason of this order the time of completion will be adjusted as follows:
15 ADDITIONAL WORKING DAYS NEW END DATE NOVEMBER 15, 2021

Attachment: Chaney CO1 Fire Stations (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

STATE OF CALIFORNIA – County of Mariposa

CONTRACT CHANGE ORDER

Submitted by Junior Engineer		
Signature	Richard Knight	**Date**
Approved by County Engineer		
Signature	Gary Brown, PE	**Date**
Approved by Chairman of the Board		
Signature	Marshall Long	**Date**
Approved As to Form by County Counsel		
Signature		**Date**

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Contractor Acceptance by		
Signature	**(Print name & title)** Caleb Chaney	**Date** 7/21/2021

Attachment: Chaney CO1 Fire Stations (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

RES. NO. 21-28

COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

County Fire Station Roofing Repair Project
Project # 0910-1506-1, 0910-1506-2, 0910-1506-3

Agreement No. 21-041

DATE: June 4th, 2021

1. IDENTIFICATION OF CONTRACTOR:

Chaney Construction Industries, 4345 Highway 49 North, Mariposa, CA 95338

Contractor's License No: 859071

2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A.

3. COMPENSATION FOR WORK. Contractor's total compensation for the Work performed under this Agreement **(Contract Sum)** is $137,863 to be paid as **(check one)**: (1) ☐ lump sum; (2) x lump sum with progress payments; (3) ☐ per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of $137,863. All payments **(check one)**: x shall ☐ shall not be subject to a five percent (5%) retention.

Contractor's hourly rates are listed in Exhibit A, Scope of Work and Cost Proposal. In the event payments to Contractor equal the "not to exceed" amount, and absent a written modification to this Agreement signed by the Owner, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. SCHEDULE OF PERFORMANCE FOR THE WORK. Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Substantial Completion Date: Within 75 working days of Commencement Date.

Final Completion Date: Within 90 working days of Substantial Completion.

4.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner Two Hundred Fifty dollars ($250.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay Contractor shall pay Owner Two Hundred Fifty dollars ($250.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

A. Appendix A – Scope of Work and Contractor Cost Proposal

B. Appendix B – General Conditions

C. Appendix C – Insurance

D. Appendix D – Construction Performance Bond

E. Appendix E – Construction Labor and Materials Payment Bond

F. Appendix F – Supplemental Conditions, if applicable

5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

5.03 Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

County of Mariposa, Public Works, 4639 Ben Hur Rd., Mariposa, CA 95338

COUNTY OF MARIPOSA

Mike Healy, Director
Public Works & Transportation

CONTRACTOR:

Name: Caleb Chaney

By: _____
(Signature)

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

Appendix A to Construction Services Agreement

SCOPE OF WORK

Per the Project Specifications and Special Provisions dated January 28, 2021 (and all official Addenda), the work consists of replacing the architectural shingle roofing with standing seam metal roofing (with no exposed screws), replacing all fascia boards and flashing; remove & reinstall existing rain gutters, and repairing dry rot and water damaged sheathing and trusses (T&M, NTE Item 2 in Bid Schedule), for each of the following Project Locations:

1. **BASE BID: LUSH MEADOWS FIRE STATION 29 (Project 0910-1506-1)**
2. **BID ALTERNATE A: AIRPORT FIRE STATION 25 (Project 0910-1506-2)**
3. **BID ALTERNATE B: COULTERVILLE FIRE STATION 26 (Project 0910-1506-3**

(End of Appendix A)

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

BASE BID

County Fire Station Roofing Repair Project
County Project # 0910-1506-1

LUSHMEADOWS FIRE STATION 29

No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE ($)	TOTAL PRICE ($)
1	REMOVE & DISPOSE OF EXISTING ROOFING, FLASHING, & FASCIA	SF	4,700	5.00	23,500.00
2	REPAIR ALL DRY ROT, ROTTEN SHEETING, & FIX TRUSSES	T&M	NTE $5,000	99.00 per hr	
3	PRIME & INSTALL FASCIA (PAINT AFTER ROOF INSTALLED)	LF	370	10.00	3,700.00
4	INSTALL SYNTHETIC FELT, & HIGH TEMP ICE AND WATER MEMBRANE	SF	4,700	1.00	4,700.00
5	INSTALL NEW 26 GAUGE STANDING SEAM METAL ROOFING AND ALL TRIM	SF	4,700	5.74	27,025.00

BASE BID LUSHMEADOWS FIRE STATION 29 **TOTAL IN FIGURES:** $ 58,925.00

AMOUNT OF BID, WRITTEN OUT: Fifty eight thousand, nine hundred twenty five DOLLARS

CONSTRUCTION COMPANY NAME: Chaney Construction Industries

CLASS: B, C39, C33 LICENSE NO.: 859071 PWCR (DIR) NO.: 1000436077

SIGNATURE OF BIDDER: C Chy DATE: 02/21/2021

TOTAL BID AMOUNT
(BASE BID + ALT 'A' + ALT 'B')

TOTAL IN FIGURES: $ 125,363.00
(THIS AMOUNT DETERMINES THE LOW BID)

SIGNATURE OF BIDDER: C Chy DATE: 02/21/2021

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

BID ALTERNATE 'A'

County Fire Station Roofing Repair Project
County Project # 0910-1506-2

AIRPORT FIRE STATION 25

No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE ($)	TOTAL PRICE ($)
1	REMOVE & DISPOSE OF EXISTING ROOFING, FLASHING, & FASCIA	SF	2,400	6.00	14,400.00
2	REPAIR ALL DRY ROT, ROTTEN SHEETING, & FIX TRUSSES	T&M	NTE $5,000	99.00 per hr	
3	PRIME & INSTALL FASCIA (PAINT AFTER ROOF INSTALLED)	LF	230	10.00	2,300.00
4	INSTALL SYNTHETIC FELT, & HIGH TEMP ICE AND WATER MEMBRANE	SF	2400	1.00	2,400.00
5	INSTALL NEW 26 GAUGE STANDING SEAM METAL ROOFING AND TRIM	SF	2400	6.12	14,688.00

BID SCHEDULE AIRPORT FIRE STATION 25 **TOTAL IN FIGURES:** $ 33,788.00

AMOUNT OF BID, WRITTEN OUT: Thirty three thousand, seven hundred eighty eight DOLLARS

CONSTRUCTION COMPANY NAME: Chaney Construction Industries

CLASS: B, C39, C33 LICENSE NO.: 859071 PWCR (DIR) NO.: 1000436077

SIGNATURE OF BIDDER: C Chy DATE: 02/21/2021

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

BID ALTERNATE 'B'

County Fire Station Roofing Repair Project
County Project # 0910-1506-3

COULTERVILLE FIRE STATION 26

No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE ($)	TOTAL PRICE ($)
1	REMOVE & DISPOSE OF EXISTING ROOFING, FLASHING, & FASCIA	SF	2,550	6.00	15,300.00
2	REPAIR ALL DRY ROT, ROTTEN SHEETING, & FIX TRUSSES	T&M	NTE $2,500	99 per hr	
3	PRIME & INSTALL FASCIA (PAINT AFTER ROOF INSTALLED)	LF	205	10.00	2,050.00
4	INSTALL SYNTHETIC FELT, & HIGH TEMP ICE AND WATER MEMBRANE	SF	2,550	1.00	2,550.00
5	INSTALL NEW 26 GAUGE STANDING SEAM METAL ROOFING AND TRIM	SF	2,550	5.00	12,750.00

BID SCHEDULE COULTERVILLE FIRE STATION 26 **TOTAL IN FIGURES:** $ 32,650.00

AMOUNT OF BID, WRITTEN OUT: Thirty two thousand, six hundred fifty DOLLARS

CONSTRUCTION COMPANY NAME: Chaney Construction Industries

CLASS: B,C39,C33 LICENSE NO.: 859071 PWCR (DIR) NO.: 1000436077

SIGNATURE OF BIDDER: [signature] DATE: 02/21/2021

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

1.01 Construction Services Agreement (Agreement) Force and Effect. The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.

1.02 No Modification or Waiver. The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.

1.03 Performance of Work/No Assignment. Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner, and any assignment without Owner's prior written approval shall be null and void. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

2.01 Records and Payment Requests. Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

2.02 Independent Contractor. Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

by any governmental entity and will pay all other federal, state, or local taxes not specifically identified in the Contract Documents as Owner's responsibility.

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

2.03 **Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (**Owner Indemnities**), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

2.04 **Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

2.05 **Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law.

2.06 **Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 9204, 20104 – 20104.6, after which time the one year time period

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

2.07 Execution; Venue; Limitations. The Agreement shall be deemed to have been executed in County of Mariposa, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.08 Employee Wages; Records; Apprentices. Contractor shall pay prevailing wages to its employees on any contract in excess of $1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds $2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

2.09 Mandatory Contractor and Subcontractor Registration. Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

2.10 Worker's Compensation. Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.

2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

A. If Contract Sum under the Agreement exceeds (or is expected to exceed) $15,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).

B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of $25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor,

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Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

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

2.14 Claims. Contractor is hereby informed that Public Contract Code Section 9204 provides:

A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with County stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

B. Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify Owner, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.

C. Claim Format

1. A. Contractor shall submit the claim justification in the following format:
   (a) Cover letter and certification;
   (b) Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;
   (c) List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
   (d) Chronology of events and correspondence:
   (e) Analysis of claim merit;
   (f) Analysis of claim cost; and
   (g) Attach supporting documents referenced in paragraph 2.14,C.1(c), above..

D. Required Provisions on Contract Claim Resolution

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than $375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

2. Public Contract Code Section 9204 provides:
   (a) For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
   (b) Procedure:

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(1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.

(2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.

(3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

(4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

(5) For claims under $375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).

(6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action.

(7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

(10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

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(11) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

3. To the extent applicable, Public Contract Code Section 20104, et seq., provide.

(a) For the purposes of this section, "Claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this section.

(b) Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.

(c) Procedure:

(1) The Claim must be in writing, submitted in compliance with all requirements of General Conditions including, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in the General Conditions or elsewhere in the Contract Documents.

(2) For Claims of fifty thousand dollars ($50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(3) For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

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(End of Appendix B)

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[$2,000,000]** general aggregate and **[$1,000,000]** each occurrence, subject to a deductible of not more than **[$1,000]** payable by Contractor.

2. Business Automobile Liability Insurance with limits not less than **[$1,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[$1,000]** payable by Contractor.

3. Workers' Compensation Employers' Liability limits not less than **[$1,000,000]** each accident, **[$1,000,000]** per disease and **[$1,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

4. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

5. Insurance policies in this Appendix C shall contain an endorsement containing the following terms:

5.01 Owner Indemnities shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County of Mariposa thirty (30) days in advance of the effective date thereof.

5.04 Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 5.03 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A-,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

8. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also

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apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

9. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.

10. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.

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

(***End of Appendix C***)

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CHANEYCA02 DETTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/29/2020

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 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 # 0757776 Madera, CA-Foster&Parker-Hub International Insurance Services Inc 1643 N Schnoor St Suite 103 Madera, CA 93637	CONTACT NAME: PHONE (A/C, No, Ext): (559) 674-8536 FAX (A/C, No): (559) 674-5231 E-MAIL ADDRESS:
INSURED Chaney Construction Industries Dba: Caleb Chaney Painting and Roofing 5345 Hwy 49N Mariposa, CA 95338	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Associated Industries Insurance Company, Inc. 23140 INSURER B : State Compensation Insurance Fund of California 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	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			AES120085700	9/27/2020	9/27/2021	EACH OCCURRENCE	$ 1,000,00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,00
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,00
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,00
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A			921822820	9/21/2020	9/21/2021	E.L. EACH ACCIDENT	$ 1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,00

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

CERTIFICATE HOLDER

For Insured Use

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: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

POLICY NUMBER: 648861540 COMMERCIAL AUTO

BUSINESS AUTO DECLARATIONS

ITEM ONE

PRODUCER:
DAVID THOMAS

NAMED INSURED: CHANEY CONSTRUCTION INDUSTRIES
(SEE NAMED INSURED ENDORSEMENT)
MAILING ADDRESS: 5345 STATE HIGHWAY 49 N
MARIPOSA, CA 95338-9503

POLICY PERIOD: From 08-13-2020 to 08-13-2021 at 12:01 A.M. Standard Time at your mailing address shown above

PREVIOUS POLICY NUMBER: 648861540

FORM OF BUSINESS:
[X] CORPORATION [ ] LIMITED LIABILITY COMPANY [ ] INDIVIDUAL
[ ] PARTNERSHIP [ ] OTHER _____

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception:								
AUDIT PERIOD (IF APPLICABLE)		ANNUALLY		SEMI-ANNUALLY		QUARTERLY		MONTHLY

ENDORSEMENTS ATTACHED TO THIS POLICY:
IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)
IL 00 21 – Broad Form Nuclear Exclusion (not Applicable in New York) (IL 01 98 in Washington)

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

COUNTERSIGNED _____ BY _____
(Date) (Authorized Representative)

Nested Pdf Copy

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

ITEM TWO

Schedule Of Coverages And Covered Autos
This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT	PREMIUM
COVERED AUTOS LIABILITY	7,8,9	$1,000,000	$ 1,985.00
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS DEDUCTIBLE.	
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.	
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE PROPERTY PROTECTION INSURANCE ENDORSEMENT MINUS DEDUCTIBLE FOR EACH ACCIDENT.	
AUTO MEDICAL PAYMENTS	7	$ 5,000 EACH INSURED	$ 53.00
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN THE MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.	
UNINSURED MOTORISTS	7	$1,000,000 Combined Single Limit Per Person/Per Occurrence Property Damage	$ 322.00
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	7	$1,000,000 Combined Single Limit Per Person/Per Occurrence Property Damage	INCL
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7,8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ 250 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired or Borrowed Autos.	$ 915.00
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed Autos.	
PHYSICAL DAMAGE COLLISION COVERAGE	7,8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ 500 DEDUCTIBLE, FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed Autos.	$ 1,834.00
PHYSICAL DAMAGE TOWING AND LABOR		FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO.	
		TAX/SURCHARGE/FEE	
		PREMIUM FOR ENDORSEMENTS	$ 59.00
		*ESTIMATED TOTAL PREMIUM	$ 5,168.00

*This policy may be subject to final audit.

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

ITEM THREE
SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)	TERRITORY Town & State Where The Covered Auto Will Be Principally Garaged	Original Cost New
CA1	2017, [illegible] 3500, [illegible]	[illegible] CA	$37,123
CA2	2016, [illegible] [illegible] [illegible], 14MB1928JP078238	[illegible] CA	$80,300
CA3	2018, DODGE RAM 2500, 3C6UR5HL4JG334071	[illegible] CA	$48,345

Covered Auto No.	CLASSIFICATION Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
CA1	50	S	11,500	4	Electrical, plumbing, masonry plastering and	211830	
CA2	50			3	Electrical, plumbing, masonry plastering and	461830	
CA3	50	C	10,000	3	Electrical, plumbing, masonry plastering and	011830	

COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES
(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)

Covered Auto No.	COVERED AUTOS LIABILITY Limit	 Premium	PERSONAL INJURY PROTECTION Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	 Premium	ADDED P.I.P. Premium For Limit Stated In Each Added P.I.P. Endt.	PROPERTY PROTECTION (Michigan Only) Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	 Premium
CA1	$1,000,000	$ 787					
CA2	$1,000,000	$ 83					
CA3	$1,000,000	$ 972					
Total Premium		$ 1,842					

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN (Continued)

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	AUTO MEDICAL PAYMENTS		MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS
	Limit Each Insured	Premium	Limit Stated In The Medical Expense and Income Loss Benefits Endorsement For Each Person	Premium	Limit	Premium	Premium
CA1	$ 5,000	$ 28			$1,000,000	$ 141	
CA2	$ 5,000	$ 3			$1,000,000	INCL	
CA3	$ 5,000	$ 22			$1,000,000	$ 181	
Total Premium		$ 53				$ 322	

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)							
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR	
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement	Premium
CA1	$ 250	$ 318			$ 500	$ 384		
CA2	$ 250	$ 205			$ 500	$ 711		
CA3	$ 250	$ 380			$ 500	$ 726		
Total Premium		$ 903				$ 1,821		

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
		TOTAL HIRED AUTO PREMIUM	

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage	CA	IF ANY	$ 109
		TOTAL HIRED AUTO PREMIUM	$ 109

For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	CA	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	$ 12
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	CA	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ 500 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	$ 13
			TOTAL HIRED AUTO PREMIUM	$ 25

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages					
COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
			TOTAL HIRED AUTO PREMIUM		

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Cost Of Hire Rating Basis For Mobile or Farm Equipment -- Physical Damage Coverages						
			ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)		PREMIUM	
COVERAGE	STATE	LIMIT OF INSURANCE	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
COMPREHENSIVE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.				
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.				
COLLISION		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO.				
				TOTAL HIRED AUTO PREMIUM		

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Rental Period Rating Basis For Mobile Or Farm Equipment					
COVERAGE	TOWN AND STATE WHERE THE JOB SITE IS LOCATED	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
TOTAL HIRED AUTO PREMIUMS					

ITEM FIVE

SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees	4	$ 34
	Number Of Partners (Active and Inactive)		
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		
	Number Of Partners (Active and Inactive)		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		
	Number Of Partners (Active and Inactive)		
TOTAL NON-OWNERSHIP COVERED AUTOS LIABILITY PREMIUM			$ 34

Insured Full Copy

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

ITEM SIX

SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS

Type Of Risk (Check one):	☐ Public Autos	☐ Leasing Or Rental Concerns
Rating Basis (Check one):	☐ Gross Receipts (Per $100)	☐ Mileage (Per Mile)
Estimated Yearly (Check One):	☐ Gross Receipts (Per $100)	☐ Mileage
Premiums		
Covered Autos Liability		
Personal Injury Protection		
Added Personal Injury Protection		
Property Protection Insurance (Michigan Only)		
Auto Medical Payments		
Medical Expense And Income Loss Benefits (Virginia Only)		
Comprehensive		
Specified Causes Of Loss		
Collision		
Towing And Labor		

When used as a premium basis:

FOR PUBLIC AUTOS

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

Insured Full Copy

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

Bond No. 0000764838

Appendix D to Construction Services Agreement

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **County of Mariposa**, a political subdivision of the California State of California (**Owner**) has awarded to **Chaney Construction Industries**, as Principal, a Construction Services Agreement, dated the 4TH day of May, 2021 (**Agreement**), titled THE COUNTY FIRE STATION ROOFING REPAIR PROJECT in the amount of $137,863;* which Agreement is by this reference made a part hereof, for the work described as follows:

   (Describe Agreement Work) Repair of Fire Station Roofs.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;

3. NOW, THEREFORE, we, the undersigned Principal and ** as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:

   6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

   6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any

*.00

**Nationwide Mutual Insurance Company

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.

8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.

10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 4th day of May, 2021.

CONTRACTOR AS PRINCIPAL	**SURETY** Nationwide Mutual Insurance Company
Chaney Construction Industries	
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature	Signature
Caleb Chaney	Donna Carol Smith
Name	Name
President	Attorney-in-Fact
Title	Title
5345 Highway 49N	1100 Locust Street, D1-5E-2006
Street Address	Street Address
Mariposa, CA 95338	Des Moines, IA 50391
City, State, Zip Code	City, State, Zip Code

(End of Appendix D)

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Madera }

On May 4. 2021 *Date* before me, Tara Lowry. Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Caleb Chaney and Donna Carol Smith *Name(s) of Signer(s)*,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

TARA LOWRY
Notary Public - California
Madera County
Commission # 2269777
My Comm. Expires Dec 4, 2022

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Construction Performance Bond

Document Date: May 4 2021 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2017 National Notary Association

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

Bond No. 0000764838

Appendix E to Construction Services Agreement

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **County of Mariposa**, a political subdivision of the California State of California (**Owner**) has awarded to **Chaney Construction Industries**, as Principal, a Construction Services Agreement, dated the 4th day of May, 2021 (**Agreement**), titled THE COUNTY FIRE STATION ROOFING REPAIR PROJECT located at Mariposa County in the amount of $137,863*, which Agreement is by this reference made a part hereof, for the work described as follows:

   (**Describe Agreement Work**) **Repair of Fire Station Roofs.**

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

3. NOW, THEREFORE, we, the undersigned Principal and ** as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM ($137,863), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 4th day of May, 2021.

CONTRACTOR AS PRINCIPAL
Chaney Construction Industries
Company: (Corp. Seal)

Signature

Caleb Chaney
Name

SURETY Nationwide Mutual Insurance Company
Company: (Corp. Seal)

Signature

Donna Carol Smith
Name

Chaney Construction Ind. 21-041 - 15 County Fire Station Roof Repair

*.00

** Nationwide Mutual Insurance Company

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

President	Attorney-in-Fact
Title	Title
5345 Highway 49N	1100 Locust Street, D1-5E-2006
Street Address	Street Address
Mariposa, CA 95338	Des Moines, IA 50391
City, State, Zip Code	City, State, Zip Code

(End of Appendix E)

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Madera }

On May 4. 2021 *Date* before me, Tara Lowry, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Caleb Chaney and Donna Carol Smith *Name(s) of Signer(s)*,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

TARA LOWRY
Notary Public - California
Madera County
Commission # 2269777
My Comm. Expires Dec 4, 2022

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Construction Labor and Material Payment Bond

Document Date: May 4. 2021 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Donna Carol Smith Oakhurst, CA

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Five Hundred Thousand and 00/100 $500,000

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

SEAL

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Dello
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 4th day of May, 2021.

Assistant Secretary

BDJ 1(02-19)00

Attachment: Chaney Const. Ind. Fire Station Roofs 12-041 (12032 : Authorize Change Order 1 for Three Fire Station Roof Repair Projects)

MARIPOSA COUNTY

Child Support Services ·

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Sharon Wardale-Trejo,

RE: Child Support Awareness Month - August 2021

RECOMMENDATION AND JUSTIFICATION:

Proclaim August 2021, 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 20 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

ATTACHMENTS:
Child Support Awareness Month (PDF)
CSAM Presentation 082021 Mariposa No Notes (PDF)
DCSS_INFOGRAPIC Mariposa County - 2020(PDF)
DCSS_Info_2020 Mariposa County (PDF)

The Mariposa County Board of Supervisors

Proclaims the

Month of August, 2021

as

"CHILD SUPPORT AWARENESS MONTH"

WHEREAS, California's children have a right to receive emotional and financial support from both of their parents; and

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

WHEREAS, Mariposa County's Child Support Program provides an important opportunity for parents to be a positive force in the lives of their children; and

WHEREAS, Mariposa County's Child Support Program is strongly committed to promoting the health and well-being of all children by establishing paternity, 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, over 624 children and their families in Mariposa County benefited last year from nearly $1.3 million dollars in child support collected with $1.18 million going directly to the children and families, through the efforts of the dedicated Mariposa County Child Support professionals; and

WHEREAS, "Child Support Awareness Month" celebrates the child support program's nationally recognized record of providing services for co-parents and their children; and

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the month of August 2021 as "**CHILD SUPPORT AWARENESS MONTH**" in Mariposa County

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 10th day of August, 2021, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

TOM SWEENEY, District II Supervisor

MILES MENETREY, District V Supervisor

MARSHALL LONG, District III Supervisor

Attachment: Child Support Awareness Month (12047 : Child Support Awareness Month - August 2021)

Attachment: CSAM Presentation 082021 Mariposa No Notes (12047 : Child Support Awareness Month -

Child Support Awareness

August 2021

Sharon Wardale-Trejo, Director

Merced/Mariposa Regional Child Support Services

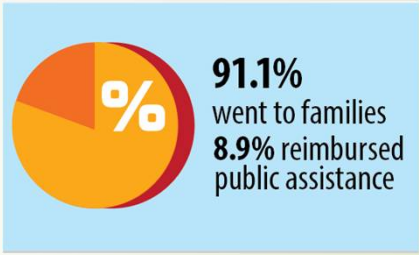


What is Child Support:

- The money or health insurance paid by a parent out of the home to help support their child
  - In 2020, we collected $1.3 million with $1.18 million or 91.1% going to families
- Anyone can apply for our services
  - Neutral Party – Either parent can open a case
- Second largest source of income for very poor families
- A safety net program, the third highest in the state serving children after Medi-Cal and CalFresh
- State and Federally funded program – No Cost to the County

We Support Children and Family







Attachment: CSAM Presentation 082021 Mariposa No Notes (12047 : Child Support Awareness Month -

The Need for Child Support

- Financial Support
  - Increases family self-sufficiency
  - Reduces child poverty
  - Plays a stabilizing role during economic downturns
- Healthy Families
  - Health Insurance to promote healthy children
  - Has a positive effect on children's achievement in school



We Support Children and Family

Attachment: CSAM Presentation 082021 Mariposa No Notes (12047 : Child Support Awareness Month -

What Can We Help With?

- Establish new orders for financial or medical support
- Locating parents and their assets
- Establishing legal parentage
- Enforcing and modifying child support
- Processing and tracking payments
- Keeping case records
- Provide courteous and professional assistance with navigating the complex world of child support





We Support Children and Family

Attachment: CSAM Presentation 082021 Mariposa No Notes (12047 : Child Support Awareness Month -

Not Performed by Child Support

- Custody and Visitation
- Divorces
- Obtaining or enforcing a restraining order
- Establishing spousal support orders



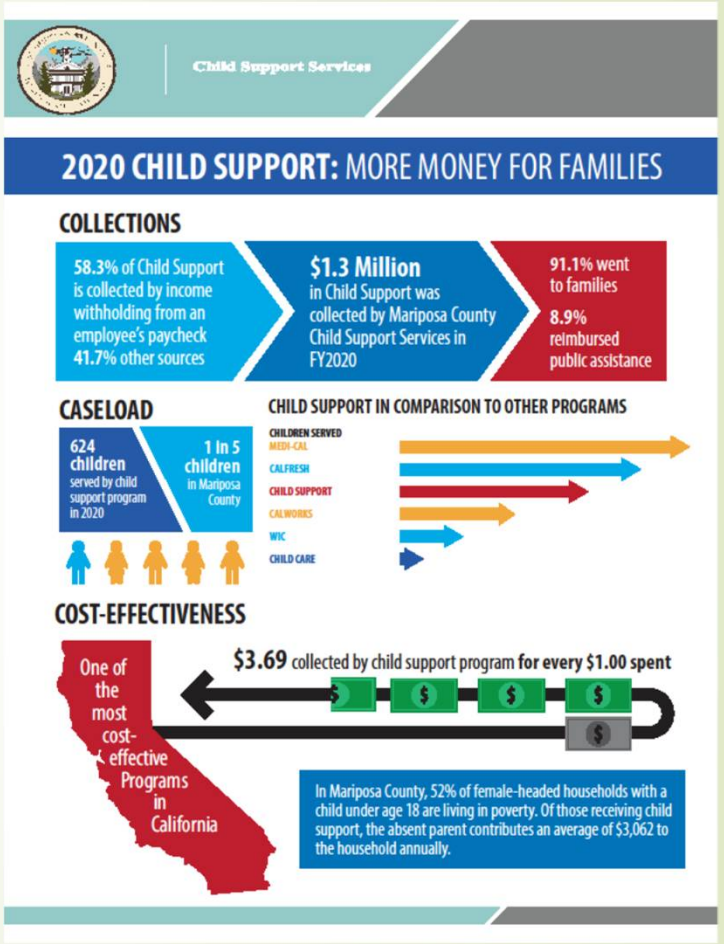
We Support Children and Family

Attachment: CSAM Presentation 082021 Mariposa No Notes (12047 : Child Support Awareness Month -

Attachment: CSAM Presentation 082021 Mariposa No Notes (12047 : Child Support Awareness Month -

Why Child Support

- We're effective – In 2020, we collected $31.1 million - 88% ($27.4 million) going directly to families
- We're efficient – For every dollar we spend on administering the program, we collected $3.69
  - One of the most cost effective programs nationwide
- Families in Merced County need help
  - 33.4% of children live under the poverty level
  - 52% of single parent, female-headed households are living in poverty
  - Child Support can help - $2,894 average collections per year for those families



We Support Children and Family

Child Support Effective Efforts

Federal Fiscal Year	Total Statewide Collections	Merced County Collections
2015/16	$2.4 billion	$1,261,429
2016/17	$2.4 billion	$1,239,291
2017/18	$2.4 billion	$1,205,486
2018/19	$2.5 billion	$1,148,382
2019/20	$2.8 billion	$1,304,402



We Support Children and Family

Attachment: CSAM Presentation 082021 Mariposa No Notes (12047 : Child Support Awareness Month -

Advantages for the Parent Paying Support

- Child Support Services are free
- All payments processed/posted within 48 hours
- Convenience of paying support:
  - Cash, Check, Credit Card, Payment Kiosks, MoneyGram, PayNearMe, PayPal ExpertPay
- Full accounting and record of payments



We Support Children and Family

Attachment: CSAM Presentation 082021 Mariposa No Notes (12047 : Child Support Awareness Month -

Advantages for the Parent Receiving Support

- Receive payment quickly and conveniently
  - Direct Deposit to bank account or loaded onto Child Support issued Electronic Payment Card
- Nominal annual fee (up to $35)
- Automated enforcement and locate tools



We Support Children and Family

Attachment: CSAM Presentation 082021 Mariposa No Notes (12047 : Child Support Awareness Month -

Benefits for Both Parents

- Professional Case Management
  - Until the child emancipates or the child support debt is paid off
- Online customer portal (Customer Connect)
- Full accounting service and records
- 75 professional child support staff
- Low or no cost
- No filing fees or court costs
- Ease of contact – In Person, Phone, E-mail, Text, and Virtual
- Referrals to partnering agencies
- Improving co-parenting relationships
- Able to focus on what's important



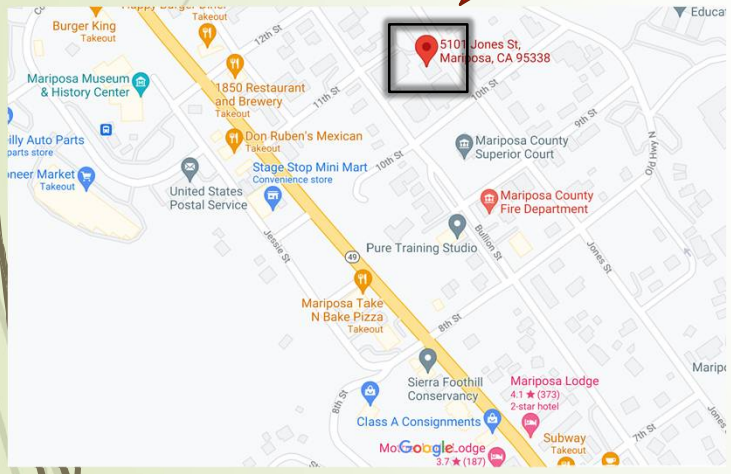


We Support Children and Family

Attachment: CSAM Presentation 082021 Mariposa No Notes (12047 : Child Support Awareness Month -

Where are we?

5101 Jones St., Mariposa, CA

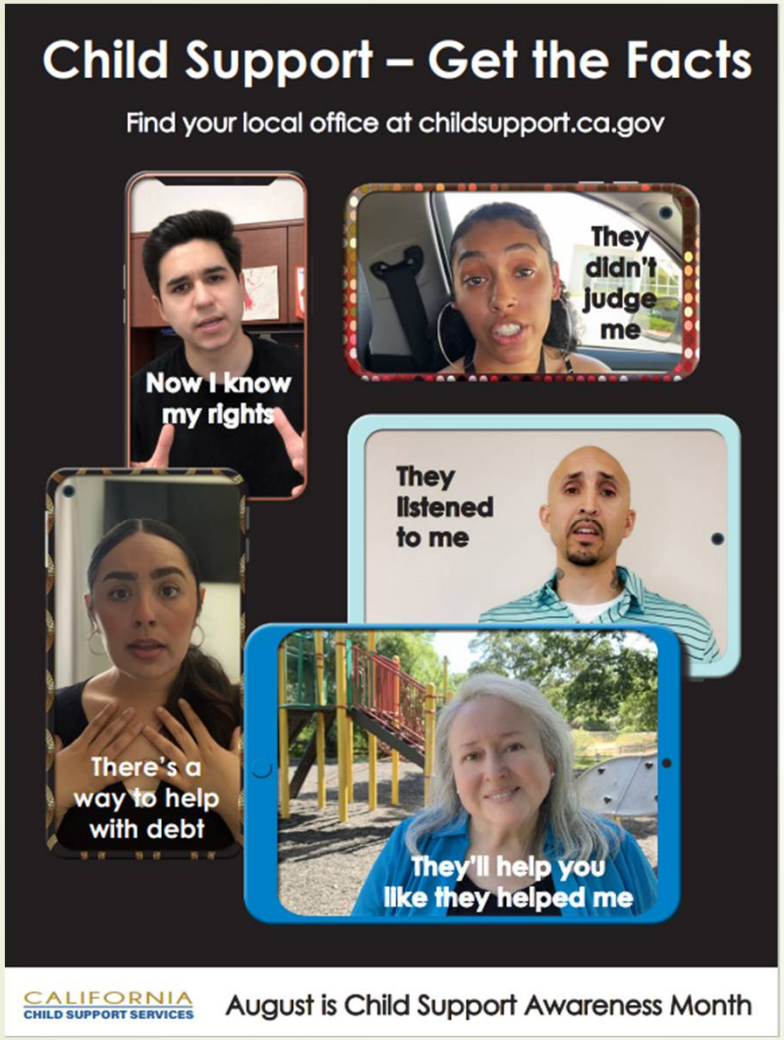






We Support Children and Family

Attachment: CSAM Presentation 082021 Mariposa No Notes (12047 : Child Support Awareness Month -



We Support Children and Family

Thank you

Visit our office or call us at:

(866) 901-3212

or

Open a case online at:
https://childsupport.ca.gov/apply-for-child-support/

Attachment: CSAM Presentation 082021 Mariposa No Notes (12047 : Child Support Awareness Month -

CHILD SUPPORT SERVICES IN MARIPOSA COUNTY

MARIPOSA COUNTY AT A GLANCE



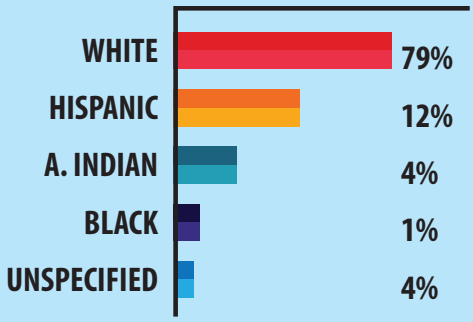
649
Families receiving Child Support Program Services

Including **56%** of all single-parent households with child under 18



27%
Children living below Federal Poverty Threshold

DEMOGRAPHIC BREAKDOWN



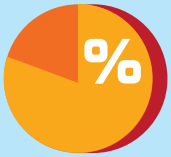
MARIPOSA COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES SNAPSHOT



649
families served by the Child Support Program in 2020



$1.3 Million
in collections from parents supporting their children through the Mariposa County Child Support Program



91.1%
went to families
8.9% reimbursed public assistance

MARIPOSA COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES TOTAL CASELOAD



1 in 5 children
in Mariposa County

In Mariposa County, 52% of female headed households with a child under age 18 are living in poverty. Of those receiving child support, the absent parent contributes an average of $3.062 to the household annually.



23% Never Assisted
17% Currently Assisted
59% Formerly Assisted

Attachment: DCSS_INFOGRAPIC Mariposa County - 2020 (12047 : Child Support Awareness Month - August 2021)

2020 CHILD SUPPORT: MORE MONEY FOR FAMILIES

COLLECTIONS

58% of Child Support is collected by income withholding from an employee's paycheck
42% other sources

$1.3 Million in Child Support was collected by Mariposa County Child Support Services in FY2020

91% went to families
9% reimbursed public assistance dollars

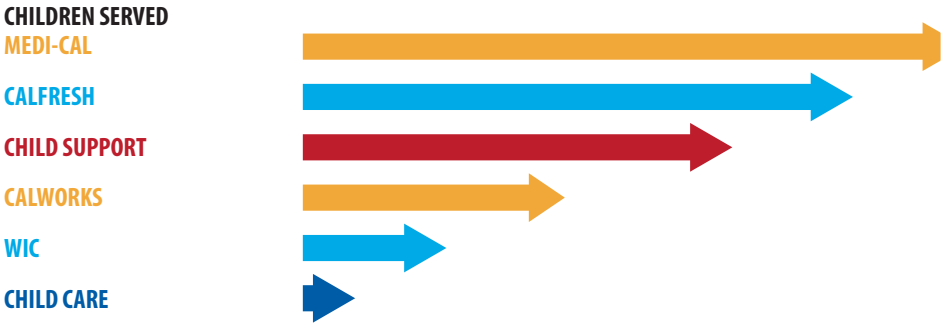
CASELOAD

624 children served by child support program in 2020

1 in 5 children in Mariposa County



CHILD SUPPORT IN COMPARISON TO OTHER PROGRAMS



COST-EFFECTIVENESS



$3.69 collected by child support program **for every $1.00 spent**



In Mariposa County, 52% of female-headed households with a child under age 18 are living in poverty. Of those receiving child support, the absent parent contributes an average of $3,062 to the household annually.

Attachment: DCSS_Info_2020 Mariposa County (12047 : Child Support Awareness Month - August 2021)

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: August 10, 2021

TO: The Board of Supervisors

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

RE: Authorize a First Amendment for the Short Range Transit Plan with Walker Associates

---

RECOMMENDED ACTION AND JUSTIFICATION:
Approve First Amendment to the Agreement with Walker Associates for the Short Range Transit Plan for an Additional $4,500 for a New Total Amount Not to Exceed $59,500; and Authorize the LTC Chair to Sign the Amendment.

The agreement is to amend the scope of work to add extra funds for Walker Associates to provide a presentation to the Board of Supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On February 23, 2021 LTC Commission Resolution 2021-7 the Board approved a Professional Services Agreement with Walker Associates.

At the November 11, 2020 meeting of the Local Transportation Commission the Commission authorized the advertisement for Professional Services to Develop the County's Short-Range Transit Plan in accordance with Federal Requirements. This Planning effort is funded entirely through the use of appropriated Federal Transportation Funds.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, there will not be a presentation.

ATTACHMENTS:
Walker Consultants 1st Amendment SRTP (PDF)
Walker Consult 21-022 Short Range Transit Plan (PDF)

FIRST AMENDMENT TO AGREEMENT FOR SHORT RANGE TRANSIT PLAN

THIS FIRST AMENDMENT TO AGREEMENT FOR SHORT RANGE TRANSIT PLAN, is made and entered into this _____ day of _____ 2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Walker Consultants, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated February 23, 2021, wherein **Contractor** agreed to provide short range transit plan; and

WHEREAS, County and **Contractor** desire to amend said Agreement to change the scope of work to be provided by **Contractor** and the compensation to be provided to **Contractor**.

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

1. Paragraph 2, "SERVICES," is hereby amended to provide that **Contractor** agrees to provide additional services as described in First Amended Exhibit A, "First Amended Scope of Work" which is attached hereto and incorporated herein by reference.

2. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional Four Thousand Five Hundred Dollars ($4,500) will be added to the original amount of Fifty-Five Thousand Dollars (55,000), making the total compensation paid to **Contractor** not to exceed amount of Fifty-Nine Thousand and Five Hundred Dollars ($59,500).

3. Paragraph 4: Except as herein amended, the Agreement dated February 23, 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:

_____
Marshall Long, Chair LTC
Local Transportation Commission

CONTRACTOR:

_____
Walker Consultants

ATTEST:

_____
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Walker Consultants 1st Amendment SRTP (12009 : Authorize a First Amendment for the Short Range Transit Plan with Walker

WALKER CONSULTANTS

601 California Street, Suite 820
San Francisco, CA 94108

(415) 644-0630
walkerconsultants.com

May 12, 2021

Jeannie Morvay-Clayton
Transportation Planning
Mariposa County
4639 Ben Hur Road,
Mariposa, CA 95338

Re: Proposal for additional services to visit and present the Short-Range Transit Plan to the Board of Directors

Dear Ms. Morvay-Clayton,

Walker Consultants ("Walker") is pleased to submit for your review the following proposal for additional services to visit and present the Short-Range Transit Plan to the Board of Directors.

The current agreement between Walker Consultants ("Walker") and the Mariposa County ("the County") for the development of the Short-Range Transit Plan did not include presentations to the Board of Directors, due to travel and in-person meeting restrictions related to the COVID-19 pandemic.

Although Walker's consulting assistance to develop the Short-Range Transit Plan is already underway, both the County and Walker estimate that an appropriate conclusion of the project will require and benefit from presenting the SRTP update to the Board, to both explain the scope of the work and recommendations for growth and improvement, and to provide the Board with at least one opportunity to provide feedback and direction on the plan.

SCOPE OF WORK & TIMELINE

Walker proposes to add services to the existing contract to complete the following work tasks:

1. Develop a slide deck that summarizes the stakeholder outreach process, analysis highlights and key recommendations of the plan.
2. Travel to Mariposa, attend in-person and present slide deck to the Board of Directors during the July or August 2021 meeting.
3. Use the opportunity to conduct a brief field visit and meet with the County's project management team and discuss plan recommendations.
4. Incorporate feedback from Board of Directors and project management team and produce Final Short-Range Transit Plan.

PROFESSIONAL FEE

Walker proposes to amend the scope of work and add $4,500 (Four Thousand and Five Hundred Dollars) to the current contract in order to complete these activities.

Attachment: Walker Consultants 1st Amendment SRTP (12009 : Authorize a First Amendment for the Short Range Transit Plan with Walker

WALKER CONSULTANTS

All professional services will be performed and invoiced in accordance with the conditions in the current agreement for consulting services between Walker and the City.

We look forward to continuing working with you on this study. Please contact me if you have any questions or comments regarding this proposal.

Sincerely,

WALKER CONSULTANTS

Manuel A. Soto, AICP, CNU-A, TDM-CP
Project Manager, Transit and Mobility Specialist
Phone: (206) 508-1653
Email: msoto@walkerconsultants.com

Submitted via email to: jclayton@mariposacounty.org

Attachment: Walker Consultants 1st Amendment SRTP (12009 : Authorize a First Amendment for the Short Range Transit Plan with Walker

RES. NO. LTC 21-7

20-022

AGREEMENT FOR SHORT RANGE TRANSIT PLAN

THIS AGREEMENT ("Agreement") is made and entered into this 23rd day of Feb, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Walker Consultants, ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on February 9, 2021 and terminate on December 31, 2021unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Short Range Transit Plan 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 $55,000. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: Walker Consult 21-022 Short Range Transit Plan (12009 : Authorize a First Amendment for the Short Range Transit Plan with

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

Attachment: Walker Consult 21-022 Short Range Transit Plan (12009 : Authorize a First Amendment for the Short Range Transit Plan with

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public

Attachment: Walker Consult 21-022 Short Range Transit Plan (12009 : Authorize a First Amendment for the Short Range Transit Plan with

Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
Walker Consultants
601 California Street
San Francisco, CA 94108
415.644.0630

COUNTY:
Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

11. COMPLIANCE

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

Attachment: Walker Consult 21-022 Short Range Transit Plan (12009 : Authorize a First Amendment for the Short Range Transit Plan with

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

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

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

Attachment: Walker Consult 21-022 Short Range Transit Plan (12009 : Authorize a First Amendment for the Short Range Transit Plan with

for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

16. NO WAIVER

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

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

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

Attachment: Walker Consult 21-022 Short Range Transit Plan (12009 : Authorize a First Amendment for the Short Range Transit Plan with

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this

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

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

Funding Source: 033-0251-577-0418

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

COUNTY OF MARIPOSA

Mike Healy, Executive Director
Local Transportation Commission

CONTRACTOR

2/12/202

Walker Consultants

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

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EXHIBIT "A"

Scope of Work

We propose a simple work plan that is comprised of five tasks. Task 1. Data Collection and Review of Existing Conditions and Task 2. Public Outreach and Needs Assessment are the research and learning phase of the project. Task 3. Goals, Objectives and Performance Standards and Task 4. System Evaluation and Recommendations are the service planning and recommendations phase. Finally, Task 5. Draft and Final SRTP is the plan development phase.

Task 1. Data Collection and Review of Existing Conditions

The purpose of this task is to learn about the operations and demand of Mari-Go and Medi-Trans services, understand the operating environment and market conditions. Given the current status of the COVID-19 pandemic in California, we are planning to conduct all activities in this task remotely.

A. **Kickoff Meeting:** we will start the task and the project with a virtual Kickoff Meeting, where we will introduce the team, discuss project goals and timeline, establish project progress meeting schedules and other project management issues.

B. **Review Service Operations:** we will continue the kickoff meeting with discussions about service operations, operating environment and service riders.

C. **Review Service Information:** we will collect all information related to the service including existing service routes and schedules, number of dispatch and driver staff, process for booking rides and development of driver schedules, reporting and tracking of ridership and service requests, etc.

D. **Review Service Vehicles:** we will ~~collect~~ review information compiled by MCLTC on existing vehicles, maintenance schedules, replacement plans and other capital needs for continuation of service.

E. **Review Service Cost and Ridership:** we will collect and review all information regarding costs of operations, such as annual vehicle hours and miles, and ridership statistics per route, hour or trip. If available, we will review and map all passenger trips origins and destinations to understand common patterns and destinations of trips. We will use this information to evaluate the need for fixed-route services or any potential adjustments to the current service.

F. **Review Fare Structure and Revenue:** we will document fare structure information and collect fare revenue information and compare against service costs and ridership patterns to understand fairness, adequacy and recommend any adjustments.

G. **Review Funding Sources:** rounding the review of Mari-Go and Medi-Trans services, Walker will review all financial information, funding sources and mechanisms, and discuss with the Local Transportation Commission options to increase and/or diversify funding amounts and sources.

H. **Other Transit Services:** complementing the existing conditions task, Walker will ~~conduct a review of~~ summarize all other transportation providers and service options, including YARTS and its recent SRTP, local taxi services, local organizations transportation services, and others. The purpose of this ~~review~~ summary will be to understand ~~how~~ what options are available for Mari-Go and Medi-Trans ~~can~~ to coordinate and integrate with other services to amplify options for residents of the county.

I. **Market Analysis:** Walker will conduct a thorough review and assessment of market conditions. This will include a review of population and employment statistics and trends, population and employment concentrations, density, demographic characteristics of residents, socioeconomic indicators, household size and characteristics, general commute patterns, etc.

J. **Identify Transit Dependent Populations:** Lastly, we will select a few demographic and socioeconomic characteristics such as senior population, low income population, persons with disabilities to map and identify concentrations of transit dependent populations.

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Scope of Work

Task 2. Public Outreach and Needs Assessment

The purpose of this task is to listen and learn from internal and external stakeholders about their experience using and delivering service, and assess mobility needs in general and unmet needs in particular, that could be served by Mari-Go and Medi-Trans either through strategic growth or modifications of existing service.

~~If~~ Due to the current COVID-19 pandemic conditions in the next six months ~~are under control~~, we intend to conduct all outreach activities remotely through individual phone calls, video conference calls, online surveys and online collaboration tools ~~visit Mariposa.~~

We will meet virtually with the Local Transportation Commission staff, service drivers and dispatch, and the public. Our desired plan for this task is to conduct a series of online surveys, interviews and public workshops:

A. **Passenger Surveys:** we will prepare a survey questionnaire for both Mari-Go and Medi-Trans riders to obtain feedback about service. We will develop an online survey questionnaire (that is accessible through computer, tablet and phone) and provide the MCLTC with a recognizable URL address and QR code that can be used to communicate and distribute the survey through electronic, mobile phone and social media channels (e.g., email, text, posts). We will also develop a flyer or poster including the URL and QR code, that can be used to announce the survey on buses, community centers, medical clinics, etc. We will discuss the appropriate timeline and number of survey responses goal with the Local Transportation Commission. Ideally, we would like to collect at least 50 completed surveys from both services.

B. **Driver and Staff Interviews:** we will conduct interviews with drivers and dispatch staff to learn about their experience scheduling and delivering the service every day. They are in the frontline and know better than anyone the needs of the service and its riders. We will decide together with the MCLTC on the best format to conduct these.

C. **Passenger Interviews:** we will conduct up to five interviews with passengers. We will use the survey to recruit interviewees by offering the option to provide contact information and follow up. We will conduct these interviews by phone.

D. **Stakeholder Interviews:** we propose conducting another five phone interviews with outside stakeholders representing social and senior organizations to understand their perspective of service and mobility needs in the community. We will select the interviewees in collaboration with the Local Transportation Commission.

E. **Public Workshops:** we propose conducting ~~three~~ two virtual public workshop events ~~in Mariposa, Coulterville and the Yosemite Valley, to offer an option to anyone~~ open for everyone in the community to provide comment about transit services in general and Mari-Go and Medi-Trans in particular, to understand need and awareness of transit services. We are planning to conduct the workshops ~~in person or~~ online through Zoom or another platform as appropriate, given the project timeline and status of the COVID-19 pandemic, and following guidance from health authorities in Mariposa County and the State of California.

Task 3. Goals, Objectives and Performance Standards

The purpose of this task is to review existing goals, objectives, performance measures and standards of service, as set forth in the 2011 SRTP. In general, we estimate this is an important benchmarking check and review for the service. Our plan is to start this task with a peer review and use that research to revise goals, objectives, performance measures and service standards as appropriate, and considering local Mariposa County conditions and operating environment.

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Scope of Work

A. **Conduct Peer Review:** Walker will select and compare Mariposa County transit services against five other systems that share commonalities in terms of size of service area, population, density, and level of service. We will select the peer agencies in consultation with the Local Transportation Commission, but expect to select a different set of peers than those included in the 2011 SRTP.

B. **Review Goals and Objectives:** Walker will use the information collected through previous tasks and results of the peer review to revise the goals and objectives of service established on the 2011 SRTP. Goals, objectives and performance measures will be developed and provided in a matrix format that can be easily pulled out and use for reference.

C. **Review Performance Measures and Service Standards:** complementing the goals and objectives and considering changes in the community in the last 10 years, including new developments and population changes, Walker will revise performance measures and standards for the service to continue its growth and ensure its sustainability over the long term.

D. **Review Service Policies:** rounding this task, Walker will review and confirm the service policies of existing services and make any modifications as necessary.

Task 4. System Evaluation and Recommendations

The purpose of this task is to conduct an overall evaluation of the system, identify potential service alternatives and develop recommendations for service change, by collecting and integrating the knowledge obtained during the previous tasks.

A. **Overall System Evaluation:** we will start this task by summarizing the input obtained from Mari-Go and Medi-trans staff, and the findings of our research and analysis of existing data ~~and~~ to produce a comprehensive evaluation of the current system. The evaluation will include an assessment of level of service versus demand for service, identification of any underutilized capacity in the system, and identification of any opportunities to increase efficiency and effectiveness of service. Recommendations for change will consider the costs of providing service and establish priorities for implementation.

B. **Develop Service Alternatives:** complementing the evaluation of the current system and recommendations for change, Walker will identify alternative service delivery options and potential service route alternatives. We will work in consultation with the Local Transportation Commission to identify and narrow down the most viable options, and develop projections of ridership, cost and performance. An important consideration during this task will be the use and adaptation of new technologies in the operation of Mari-Go and Medi-Trans. The transit industry, both urban and rural systems, is going through change and enormous pressure from technology companies that offer a wide range of software solutions and benefits. Riders' demographics have also changed with the most recent members of the older adult population more likely to still drive and more adept at using mobile phone applications and technologies.

C. **Mobility Management:** as identified and recommended in the 2011 SRTP, the Local Transportation Commission has been working toward a mobility management operation that coordinates and integrates multiple transit services and offerings. This is also an aspect that has been facilitated by developments in technology and cloud-based software solutions. In particular, trip planning, scheduling, booking and payment across multiple services is much easier and seamless today than 10 years ago. Walker will work with the Local Transportation Commission to articulate what a Mobility Management solution may look like for Mariposa County in the next 10 years. This is an area of service that promises major benefits in terms

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Scope of Work

of being able to reach and onboard more users, as well as coordinate and integrate services across multiple providers, with the purpose of providing more information and travel options to the community.

D. **Capital and Financial Plan:** Walker will develop cost and revenue projections for the next five years (or the horizon of the SRTP). We will recommend capital expenditures in vehicles and transit operations and management hardware and software technology. We will also develop cost projections for the existing service and any new services or changes in delivery of service, and will develop farebox revenue and farebox recovery projections. In other words, Walker will produce a comprehensive financial plan for operations that includes capital expenditures and ongoing costs of operations, along with a complete picture of funding projections and identification of potential new funding sources.

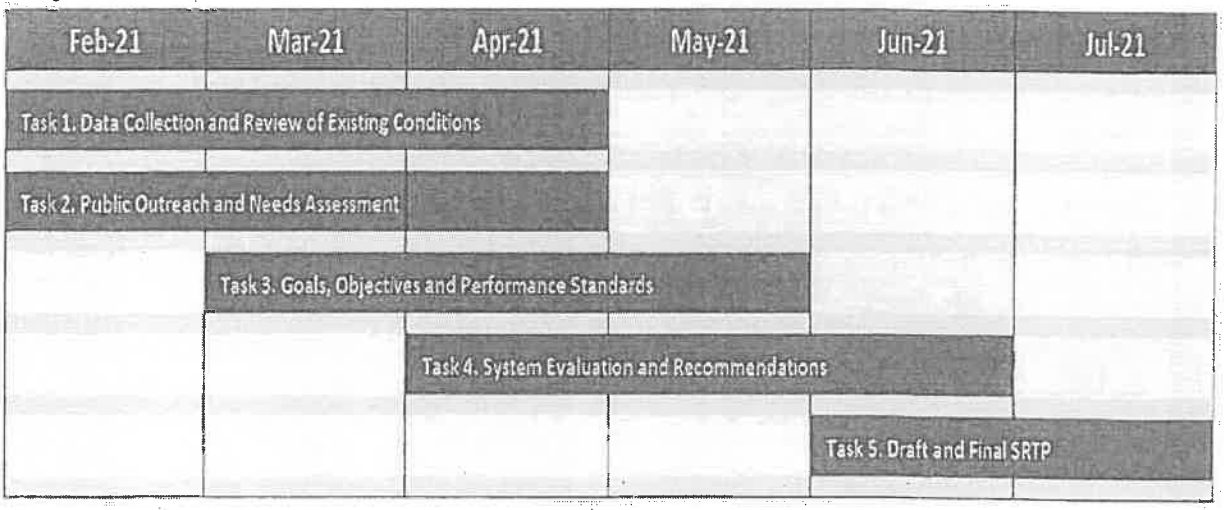
Task 5. Draft and Final SRTP

The purpose of this last task is to produce the final SRTP documents.

A. **Draft SRTP Report:** produce and deliver Draft SRTP document and present draft SRTP to the Local Transportation Commission Board of Directors.

B. **Final SRTP Report:** incorporate comments from board of director and general feedback, and prepare the final SRTP document.

Project Timeline



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EXHIBIT "B"

Fee Schedule

Walker Consultants is proposing to conduct the SRTP contract for a lump sum fee of ~~$78,570~~ Fifty-Five Thousand dollars ($55,000). A breakdown of cost by task ~~and estimated expenses to support public outreach activities~~ is provided below. ~~Travel expenses and~~ direct expenses to support public outreach activities have been reduced to zero. Printing expenses or incentives to drive up community survey responses will be afforded by the client, if necessary.

Interviews and workshops will be conducted by Walker Consultants via phone or video conference and online collaboration tools.

Work Task	Subtotal Hours	Subtotal Cost
1. Data Collection and Review of Existing Conditions	64	$ 11,840
2. Public Outreach & Needs Assessment	87	$ 15,920
3. Goals, Objectives and Performance Standards	16	$ 3,520
4. Service Evaluation and Recommendations	76	$ 14,200
5. Draft and Final SRTP	56	$ 9,520
Subtotal Hours	299	
Subtotal Cost		$ 55,000

~~Expenses for 2 days on site x 3 staff, to conduct interviews and workshops~~	Subtotal Cost
Lodging	$ -
Transportation (car rental, fuel, ferry, etc)	$ -
Per Diem (meals)	$ -
Supplies (data collection and engagement)	$ -
Printing (collateral and final report)	$ -
Subtotal Expenses	$ -

Total Project Cost	$ 55,000

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/27/2021

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

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

PRODUCER
Professional Concepts Insurance Agency, Inc.
1127 South Old US Highway 23
Brighton MI 48114-9861

CONTACT NAME: certs@pciaonline.com
PHONE A/C, No, Ext: (800) 969-4041 FAX A/C, No: (800) 969-4081
E-MAIL ADDRESS: certs@pciaonline.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indem. Co of America	25666
INSURER B: Travelers Indemnity Co. of CT	36170
INSURER C: Travelers Indemnity Co	25658
INSURER D: XL Specialty Ins. Co.	37885
INSURER E:	
INSURER F:	

INSURED
Walker Parking Consultants Engineers, Inc.
Walker Consultants
601 California Street, Suite 820
San Francisco CA 94108

COVERAGES CERTIFICATE NUMBER: 20-21 #33 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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence	$ 300,000
	X Contractual Liability	X		6801J1254172047	05/23/2020	05/23/2021	MED EXP (Any one person)	$ 5,000
B	X X,C,U			6605N988754- FL			PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			6801J1669102047- CA			GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS	X		BA4887N56420GRP	05/23/2020	05/23/2021	BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE Per accident	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			CUP1D3197442047	05/23/2020	05/23/2021	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / N/A			UB5K3205582047	05/23/2020	05/23/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability			DPR9959266	05/23/2020	05/23/2021	Per Claim	2,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Walker Project #33-002244.00, Mariposa County Short Range Transit Plan.
Mariposa County Transportation Planning is considered additional insured's with respects to general and auto liability coverages as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insured's as long as required within a written contract. Coverage is primary and non-contributory as it applies to general liability, auto liability and umbrella. 30 day written notice provided to certificate holder and additional insured's for cancellation of coverages listed. 10 day notice for nonpayment of listed policies.

CERTIFICATE HOLDER
jdordan@mariposacounty.org
Mariposa County Transportation Planning
ATTN: Jean Dordan
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
Mike Cosgrove/JP

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Insured: Walker Parking Consultants Engineers, Inc.
Policy No. 6801J1254172047, 6801J1669102047, 6605N988754
Policy Period: 5/23/2020-5/23/2021

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS COVERAGE XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Broadened Named Insured
B. Incidental Medical Malpractice
C. Reasonable Force Bodily Injury or Property Damage
D. Non-Owned Watercraft - Increased To Up To 75 feet
E. Aircraft Chartered With Crew
F. Damage To Premises Rented To You
G. Malicious Prosecution - Exception To Knowing Violation Of Rights Of Another Exclusion
H. Medical Payments - Increased Limit
I. Increased Supplementary Payments
J. Additional Insured - Owner, Manager Or Lessor Of Premises
K. Additional Insured - Lessor Of Leased Equipment
L. Additional Insured State Or Political Subdivisions - Permits Relating To Premises
M. Additional Insured State Or Political Subdivisions - Permits Relating To Operations
N. Who Is An Insured - Newly Acquired Or Formed Organizations
O. Knowledge And Notice Of Occurrence Or Offense
P. Unintentional Omission
Q. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract
R. Amended Insured Contract Definition - Railroad Easement

PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to SECTION II - WHO IS AN INSURED:

   Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such additional organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

   Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to the DEFINITIONS Section:

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above

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does not apply to any "bodily injury" arising out of any providing or failing to provide first aid or "Good Samaritan services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

   Sale of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of SECTION III - LIMITS OF INSURANCE:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II - Who Is An Insured.

C. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

a. Expected Or Intended Injury Or Damage

   "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect anypeffionorproperty.

D. NON-OWNED WATERCRAFT - INCREASED TO UP TO 75 FEET

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

   (2) A watercraft you do not own that is:

   (a) Less than 75 feet long; and

   (b) Not being used to carry any person or property for a charge;

2. The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

   Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (a) Less than 75 feet long; and

   (b) Not being used to carry any person or property for a charge;

3. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for "bodily injury" that arises out of the use of a watercraft that you do not own that is:

   (a) Less than 75 feet long; and

   (b) Not being used to carry any person or property for a charge.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

   This exclusion does not apply to an aircraft that is:

   (a) Chartered with crew to any insured;

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(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for use of an aircraft that is:

(a) Chartered with crew to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

F. DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

a. Fire;

b. Explosion;

c. Lightning;

d. Smoke resulting from such fire, explosion, or lightning; or

e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III - Limits Of Insurance. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

a. Rupture, bursting, or operation of pressure relief devices;

b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or

c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

a. $1,000,000; or

b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

3. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from such fire, explosion, or lightning; or

(5) Water,

is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

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

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G. MALICIOUS PROSECUTION - EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to Exclusion a., Knowing Violation Of Rights Of Another, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

H. MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III - LIMITS OF INSURANCE:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) $10,000; or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

I. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS COVERAGES A AND B of SECTION I - COVERAGES:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS COVERAGES A AND B of SECTION I - COVERAGES:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

J. ADDITIONAL INSURED - OWNER, MANAGER OR LESSOR OF PREMISES

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you have signed that contract; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you under that written contract.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

K. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is

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committed, after you have signed that written contract; and

b. Is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less; and

b. The insurance provided to such equipment lessor does not apply:

(1) To any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

L. ADDITIONAL INSURED STATE OR POLITICAL SUBDIVISIONS PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED STATE OR POLITICAL SUBDIVISIONS PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

Any state or political subdivision that has issued a permit with respect to operations performed by you or on your behalf is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

(1) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

(2) "Bodily injury" or "property damage" included within the "products - completed operations hazard".

N. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of SECTION II - WHO IS AN INSURED:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organizations, if you report such organization in writing to us within 180 days after you acquire or form it.

O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim Or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II -Who Is An Insured:

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(1) Notice to us of such "occurrence" or of an offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust), or any "employee" (such as an insurance, loss control or risk manager or administrator) authorized by you to give notice of an "occurrence" or offense.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

(2) If you are a partnership, joint venture, limited liability company or trust and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) A trustee of any trust; or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under the Coverage Part may apply.

P. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY WRITTEN CONTRACT

The following is added to Paragraph 8., Transfer of Rights of Recovery Against Others to Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a written contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract signed by you prior to loss.

R. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

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Walker Parking Consultants Engineers, Inc.
Policy#CUP1D3197442047
Policy Period: 5/23/2020-5/23/2021

UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., OUR RIGHT TO RECOVER FROM OTHERS., of SECTION IV – CONDITIONS.:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;

subsequent to the execution of the contract or agreement.

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Insured: Walker Parking Consultants Engineers, Inc.
Policy No. 6801JI254172047, 6801J1669102047, 6605N988754
Policy Period: 5/23/2020-5/23/2021

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II - WHO IS AN INSURED:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III - Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   a. After you have signed that written contract;
   b. While that part of the written contract is in effect; and
   c. Before the end of the policy period.

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Walker Parking Consultants Engineers, Inc.
Policy#CUP1D3197442047
Policy Period: 5/23/2020-5/23/2021

UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF WHO IS AN INSURED

This endorsement modifies insurance provided under the following:
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Paragraph 2.f. of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance. This insurance is subject to all the provisions and limitations upon coverage under such policy of "underlying insurance", and the limits of insurance afforded to such person or organization will be:

(i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or

(ii) The limits of insurance of this policy

whichever is less.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

Policy: UB5K3205582047

WAIVER OF OUR RIGHT TORECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 05-31-18 ST ASSIGN:

Attachment: Walker Consult 21-022 Short Range Transit Plan (12009 : Authorize a First Amendment for the Short Range Transit Plan with

Walker Parking Consultants Engineers. Inc.
Policy#BA4887N56420GRP
Policy Period: 5/23/2020-5/23/2021

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II.

2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

   Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS
H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II–COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II –COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II– COVERED AUTOS LIABILITY COVERAGE:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related trafficlaw violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II–COVERED AUTOS LIABILITY COVERAGE:

   (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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

   (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

      (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

      (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

      (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

      (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

      (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

   (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

   (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE– LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III– PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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Attachment: Walker Consult 21-022 Short Range Transit Plan (12009 : Authorize a First Amendment for the Short Range Transit Plan with

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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Attachment: Walker Consult 21-022 Short Range Transit Plan (12009 : Authorize a First Amendment for the Short Range Transit Plan with

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: August 10, 2021

TO: The Board of Supervisors

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

RE: Authorize a First Amendment for the Update of the Pavement Management Program with NCE

RECOMMENDED ACTION AND JUSTIFICATION:
Approve First Amendment to the Agreement with NCE for an Update to the Pavement Management Program for an Additional $4,700 for a New Total Amount Not to Exceed $59,700; and Authorize the LTC Chair to Sign the Amendment.

The additional funds are to amend the scope of work to allow NCE to provide a presentation to the Board of Supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On February 23, 2021 LTC Commission Resolution 2021-8 the Board approved a Professional Services Agreement with NCE.

At the November 11, 2020 meeting of the Local Transportation Commission the Commission authorized the advertisement for Professional Services to update the Pavement Management Program in accordance with Federal Requirements. This Planning effort is funded entirely through the use of appropriated Federal Transportation Funds.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, there will not be a presentation.

ATTACHMENTS:
NCE 1st Amd PMP (PDF)
NCE 21-021 Pavement Mgmnt (PDF)

FIRST AMENDMENT TO AGREEMENT FOR UPDATE OF THE PAVEMENT MANAGEMENT PROGRAM

THIS FIRST AMENDMENT TO AGREEMENT FOR UPDATE OF THE PAVEMENT MANAGEMENT PROGRAM, is made and entered into this _____ day of _____2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and NCE, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated February 23, 2021, wherein **Contractor** agreed to provide pavement management update services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to change the scope of work to be provided by **Contractor** and the compensation to be provided to **Contractor**.

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

1. Paragraph 2, "SERVICES," is hereby amended to provide that **Contractor** agrees to provide additional services as described in First Amended Exhibit A, "First Amended Scope of Work" which is attached hereto and incorporated herein by reference.

2. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional Four Thousand Seven Hundred Dollars ($4,700) will be added to the original amount of Fifty-Five Thousand Dollars (55,000), making the total compensation paid to **Contractor** not to exceed amount of Fifty-Nine Thousand Seven Hundred Dollars ($59,700).

3. Paragraph 4: Except as herein amended, the Agreement dated February 23, 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:

_____
Marshall Long, Chair LTC
Local Transportation Commission

CONTRACTOR:

_____
NCE

ATTEST:

_____
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: NCE 1st Amd PMP (12010 : Authorize a First Amendment for the Update of the Pavement Management Program with NCE)

EXHIBIT "A"

NCE Collaboration. Commitment. Confidence.℠

May 6, 2021

Ms. Jeannie Morvay-Clayton
Mariposa County Transportation Planning
4639 Ben Hur Road
Mariposa, CA 95338

Re: Amendment 1 to Pavement Management Program Update 2021

Dear Jeannie

As discussed, this letter describes an additional task to be included in our scope of work for the above subject project.

Task 6: Presentation to Board of Supervisors

NCE will make one presentation to the Board of Supervisors. This may be a short (15 to 20 minutes) informational item or could be a longer (1-2 hours) educational/advocacy workshop, depending on the County's needs. This task includes one videoconference with County staff prior to the presentation to discuss items such as the goal of the presentation, the level of knowledge and backgrounds of the audience, the number of stakeholders involved and other potential issues. The cost for this task is $4,700.

Should you have any additional questions, please do not hesitate to contact us. Thank you for the opportunity to provide this service.

Sincerely,

NCE

Margot Yapp, PE
Principal-in-Charge

Mei-Hui Lee, PhD, PE
Project Manager

Richmond, CA
501 Canal Blvd., Suite I
Richmond, CA 94804
(510) 215-3620

www.ncenet.com

Engineering & Environmental Services

Attachment: NCE 1st Amd PMP (12010 : Authorize a First Amendment for the Update of the Pavement Management Program with NCE)

RES. NO. LTC 21-8

21-021

AGREEMENT FOR PAVEMENT MANAGEMENT PROGRAM UPDATE

THIS AGREEMENT ("Agreement") is made and entered into this 23rd day of Feb, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and NCE, ("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 February 9, 2021 and terminate on December 31, 2021unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Pavement Management Program Update 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 $55,000. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $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: NCE 21-021 Pavement Mgmnt (12010 : Authorize a First Amendment for the Update of the Pavement Management Program with

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the

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Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
NCE
8795 Folsom Blvd.
Sacramento, CA 95826
916.388.5655

COUNTY:
Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

11. COMPLIANCE

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

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12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

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

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

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for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

16. NO WAIVER

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

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

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

Attachment: NCE 21-021 Pavement Mgmnt (12010 : Authorize a First Amendment for the Update of the Pavement Management Program with

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this

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

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

Funding Source: 033-0251-577-0418

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

COUNTY OF MARIPOSA

Mike Healy, Executive Director
Local Transportation Commission

CONTRACTOR

NCE

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: NCE 21-021 Pavement Mgmnt (12010 : Authorize a First Amendment for the Update of the Pavement Management Program with

Related Projects

Please refer to Section F for recent related projects with client contact information.

Scope of Work

NCE's project approach includes the following tasks:

Task 1. Kickoff Meeting

NCE will first meet with County staff to kick-off the project by reviewing the technical approach and any administrative matters that may be necessary. At a minimum, items to be discussed will include the following:

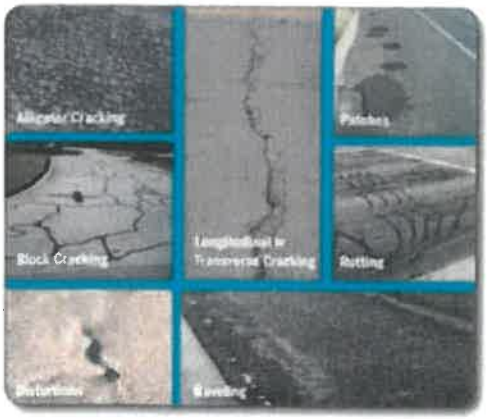
- Scope of work, project schedule, budget and invoicing requirements
- Communication channels and protocols
- Field work
  - Scheduling and access requirements for field work
  - Public safety concerns, requirements and procedures
  - Quality Control Plan (QCP)
  - Updated GIS map of publicly maintained roads if any
  - New roads, if any
- Maintenance and rehabilitation (M&R) practices, records, costs
- Paving or maintenance budgets
- Budgeting scenarios
- Other optional tasks

Prior to the kick-off meeting, NCE will prepare a detailed agenda, which will be sent to County staff for review. Additional meetings may be held at appropriate milestones to review the work performed and to address any questions or issues that arise as the work progresses.

Deliverable:

- Agenda and summary of meetings

Task 2. Pavement Condition Surveys & PCI Calculation



NCE will next perform pavement condition surveys on the County's pavement network as per the protocols established by MTC. The distresses present are reflective of the traffic levels as well as the local environment and climate. The "fuel" for any pavement management engine is the surface condition data. Pavement distress provides that important set of data in determining the costs to maintain the pavement network.

There are three types of distress surveys that are utilized for pavement management systems, and each has its advantages and disadvantages. Briefly, these are:

Attachment: NCE 21-021 Pavement Mgmnt (12010 : Authorize a First Amendment for the Update of the Pavement Management Program with

Windshield Surveys – These are performed with two-person crews in a vehicle traveling at low speeds (under 15 mph). The major advantage is that 100% of the roadway is surveyed, and it can be accomplished very quickly, safely and inexpensively. However, the disadvantage is that the data collected tends to be of variable quality. In particular, low-severity distresses are typically not visible from a moving vehicle. This results in a higher than expected condition rating of the roads, and consequently, a lower estimate of the backlog and pavement M&R needs.



Walking Surveys – These are performed with one-person crews (for high volume roads like expressways or major collectors, two-person crews may be needed for safety). The major advantage of this survey method is that it is highly accurate, since cracks and all other pavement distresses are measured and recorded. However, walking surveys are more labor-intensive and are thus more expensive than windshield surveys. But it is easily taught to County staff, which allows future updates to be performed in-house with no special equipment. This procedure is recommended by MTC. **In 2008 and 2014, the County utilized this as the most desirable option as NCE was able to train County staff with the expectation that they would be prepared to perform inspections in the future.** It will also help new County engineers or technicians get a better understanding of distress identification and data collection procedures.

Semi-Automated Inspections – These are typically performed with a customized vehicle that is equipped with a digital camera and laser bars. The major advantage is that they are equipped to perform inspections very quickly and safely. However, post-processing time can offset cost-savings in the field and may not always be appropriate in urban conditions. Nonetheless the NCE team has successfully deployed this option for counties such as Madera, Shasta, and Siskiyou. **It should be noted that an accurate road centerline shapefile will be required for this option.** As an optional task, NCE has teamed with **märker geospatial, LLC** to perform semi-automated surveys in the County. Our team is well positioned to collect, measure, and map all pavement condition data using a sophisticated semi-automated approach.

NCE's field inspectors are certified by MTC to conduct StreetSaver® condition surveys. They have successfully passed rigorous field and online tests.

Regardless of methodology, our goal is to provide ***accurate, repeatable and economical*** pavement condition assessments.



NCE will be responsible for providing all equipment necessary to perform this task. Should County personnel wish to observe NCE's crews during the surveys, we can accommodate the County. Note that this scope of work and condition surveys do not address issues including, but not limited to traffic, safety and road hazards, geometric issues, road shoulders, sidewalks, curb and gutters, drainage issues or short-term maintenance that should be performed.

Quality Control Plan – Quality control (QC)/quality assurance checks are critical when a large amount of data needs to be collected and processed. As part of NCE's goal to provide a superior quality product for our clients, we incorporate a QC component into all of our projects. For this project, we have proposed the inclusion of a QC Manager, Dr. James Signore. He will be responsible for:

- Calibrating all data collection activities
- Reviewing field activities, including spot checks on the field crews
- Reviewing field procedures and making changes, as needed
- Comparing the field data collected with on-site conditions
- Reviewing all data entry functions, including random spot checks
- Reviewing reports generated and analyses performed to ensure a quality product



NCE will prepare a QC Plan (see Appendix A for sample QC plan) that will include the following components:

- Description of condition survey procedures (distress types, severities). All procedures, changes or modifications should be well documented in the QC plan so that future updates will be consistent.

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- Accuracy required for data collection or acceptability criteria
- Description of how data will be checked for accuracy, e.g., 5% re-inspections.

A draft QC plan will be submitted to the County for approval, and no field work will commence until a final plan has been accepted.

All data collected from the condition surveys will then be uploaded into the StreetSaver® database. This task will be performed at NCE's office in order to provide Quality Control of all data entered into the system. NCE will then perform the pavement condition index calculations, and correct any errors found.

Deliverables:

- Quality control plan
- PCI listing report
- Updated database with pavement distress data

Task 3 Maintenance and Rehabilitation Strategies & Decision Tree



NCE will review maintenance and rehabilitation (M&R) strategies with County staff. This will include the recommendation and selection of appropriate treatments and the determination of treatment unit costs. This will also be an appropriate time to review the use of new/sustainable treatments or materials, such as PCC bonded overlays, rubberized asphalt, rubberized cape seals, microsurfacing, rejuvenators, cold-in-place recycling, full depth reclamation, warm mix asphalt, etc.

NCE's experience in pavement engineering and design, as well as local conditions, allows our staff to be able to provide the County with solutions that are innovative, sustainable, practical, and workable. Dr. James Signore will share his knowledge from research on new pavement materials and designs and apply them to County roads as appropriate.



Development of the M&R decision tree is a critical step in any pavement management update as it has a direct and significant impact on the final work plan that is developed, as well as the budgeting consequences. NCE's experience in pavement engineering and design, as well as local conditions, allows our staff to be able to provide the County with solutions that are practical and workable.

Currently, about 42 percent of the County's road network is identified as local roads and the same treatment is applied on all of them, regardless of their location. Yet, pavement rehabilitation strategies, pavement condition, structure, or traffic index may be different on more urbanized vs. remote rural local roads. In order to apply more appropriate treatments on local roads, and to best estimate future costs and PCI projections, NCE recommends that urbanized and rural local roads be separated into two functional classifications with different treatments in the database as an optional task. For example, placing a crusher course with cape seal on rural local roads could potentially save up to $30 million when compared with current treatments i.e. reconstruct surface (see graphic).



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Since paving construction costs have increased dramatically since 2004 (as much as three times in some cases), NCE strongly recommends that unit costs be updated prior to any budget analyses. The unit costs will have a huge impact on the County's projections or needs assessments. Therefore, NCE will review any recent bid tabs, together with those from neighboring counties, as appropriate. Also, unit prices will be fully-loaded rates, and will include not just contractors' prices, but also design, inspection and testing costs.

Deliverable:

- M&R strategies and costs in decision tree

Task4 Budgetary Analyses and Final Report

NCE will next perform a **Budget Needs** analysis using an analysis period to be determined by the County (can be as long as 30 years). The Needs Analysis identifies road sections that need treatment and applies the M&R decision trees to each section. The costs are then summed for the entire period. This forms the basis for performing Budget Scenario evaluations, which optimize the road sections for repair under constrained budgets.

In simple terms, the Budget Needs analysis answers the questions:
"If I have unlimited funding for road maintenance and repair, which roads should I fix? When should I fix them? What treatments should I apply? How much will it cost?"

The **Budget Scenarios** evaluation prioritizes road sections for repair under constrained, realistic, budgetary assumptions.

This module answers the question: "If I only have limited funds for road maintenance and repair, which roads have the highest priority for repairs, when should I perform the repairs, and how much will it cost?

Multiple budget or target-driven scenarios will be performed after discussion with the County. Typical scenarios include:

- Impacts of existing funding levels including SB1 funding
- Funding required to maintain existing PCI
- Funding to improve the PCI
- Impacts to model changes in funding, e.g., budget impacts from COVID-19

After the analysis in above task is completed, NCE will prepare a draft Budget Options Report (BOR) for the County to review. The reports will contain, at a minimum, the following information:

- Executive Summary
- Study Objectives
- Description of methodology
- Inventory of all roads
- Current and projected PCI for all road classes
- M&R history
- Multi-year plan for road maintenance, resurfacing, rehabilitation and reconstruction
- Impact of deferred maintenance (backlog) on the overall network condition
- Recommended funding scenario
- Recommended pavement strategies
- GIS maps to show impacts of scenarios

NCE will deliver the draft report to the County for review in electronic format. Upon receipt of the comments on the draft report, NCE will complete the final report for submittal.

Deliverables:

- Draft BOR (electronic copy)

Attachment: NCE 21-021 Pavement Mgmnt (12010 : Authorize a First Amendment for the Update of the Pavement Management Program with

- Final report (electronic copy and 3 hard-copies).
- Updated StreetSaver® database

Task 5 Board Presentation

NCE will make presentations to the Board of Supervisors. This may be a short (15 to 20 minutes) informational item or could be a longer (1-2 hours) educational/advocacy workshop, depending on the County's needs. NCE has recently completed similar presentations to the Board of Supervisors in Madera, Fresno, Santa Cruz, Siskiyou and Humboldt counties.

NCE's value to the County is the information that we can provide from other agencies, and the results of tight budgetary constraints. We can also share the perspective of our work from the California Statewide Needs Assessment study, which included an assessment of all 540 cities and counties.

This task includes one videoconference with County staff prior to the presentation to discuss items such as the goal of the presentation, the level of knowledge and backgrounds of the audience, the number of stakeholders involved and other potential issues.

> "We have been happy with the work performed by Nichols Engineering (NCE)...Margot's presentation to our City "Council was instrumental in getting their 'buy in' to use the PMS for our Pavement Rehabilitation programs."
> – Elizabeth Chopp, PE, Senior Engineer, City of Chula Vista

Deliverable:

- PowerPoint presentation

Task 6 GIS Linkage (Optional)

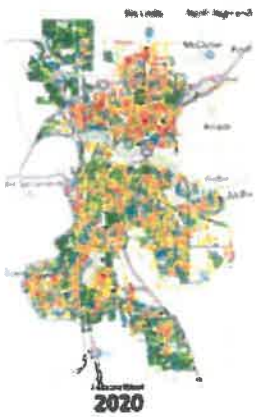
There is no accurate or updated GIS shapefile in County's StreetSaver® database currently. The GIS linkage consists of matching segments in the basemap based on road name, type and/or direction. Typical queries (or maps) include:

- PCI by road section
- Future PCI by road section
- Functional classification
- Maintenance treatment history
- Impacts of different budget scenarios
- Sections selected for treatment

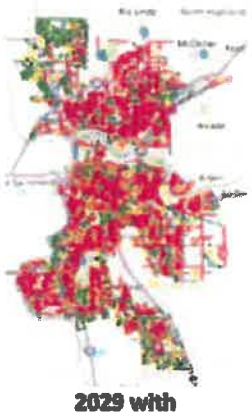
Once linked, powerful maps can be generated within minutes, as shown in the example from the City of Sacramento.

Deliverable:

- Updated StreetSaver® database with GIS maps/linkages



2020



2029 with Existing Funding

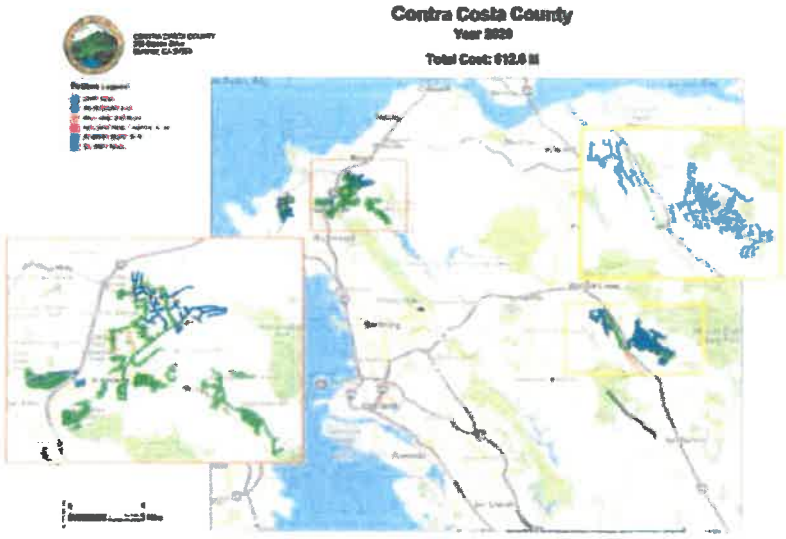


2029 with funding to improve PCI to 75

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Task 7 Five-Year Work Plan (Optional)

As an optional task, NCE can develop a five-year work plan based on the results of the previous tasks. We can perform multiple StreetSaver® scenarios to evaluate impacts to the network and generate enough optional candidates for grouping, consolidation, removal of outlier streets, and determination of other conflicts.



Based on the criteria agreed upon at the kickoff meeting and pavement maintenance strategies discussion, the sections selected will be grouped together geographically in an effort to produce continuous sections for treatment and try to avoid inefficiencies with shorter and isolated street segments. NCE can distribute road selections throughout the County or zone by Supervisorial districts, depending on County preferences (see example for Contra Costa County).

This task includes consideration of key elements identified by the County, confirmation of treatments, consideration of base repair levels, aggregation or grouping of streets and separation/combination of surface seal or rehabilitation paving programs. The criteria for various funding sources available to the County (i.e. local, state, federal) will also be considered when selecting streets in the work plan. A preliminary road list and GIS map will be prepared and submitted for the County's review. Upon completion of this review, NCE will incorporate all comments and changes, and submit a final street list and GIS map.

Key Assumptions:

- The County will provide filters to be applied to roads that should be excluded based on known utility conflicts or projects, planned CIP projects, citizen complaints or other criteria.
- County's GIS module in StreetSaver is current and functioning with most current version of County road centerline shapefile

Deliverable:

- Road list and maps for a five-year work plan

Task 8 Training and Technical Support (Optional)

NCE will prepare and present a one-day training class with County staff. The class will cover the following items:

- Creating or editing street sections
- Entering pavement distress data
- Performing PCI Calculations
- Entering maintenance and rehabilitation history
- Revising the M&R decision tree
  - Determining appropriate unit costs
- Determining budget needs
  - Creating budget scenarios identifying treatment strategies
  - Project selection tools
  - Target-driven analysis
- Generating reports and GIS maps



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Packet Pg. 184

All materials will be provided by NCE. It is assumed that the training will be conducted online and will include up to 3 participants.

Since the onset of COVID-19 and shelter-in-place orders, NCE has transitioned to providing online training with agencies, most recently for MTC in November 2020. NCE has prepared and trained over 100 agencies in California on StreetSaver®. This includes developing all the training materials, ensuring interaction in the training as well as conducting the training. At the end of the training, County staff will be able to perform additional funding scenarios as desired and generate new or revised multi-year work plans. As an optional task, NCE will also allocate up to 40 hours of technical support per year. Typically, most technical support is related to providing one-on-one assistance, performing budget scenarios, updating M&R records, providing customized reports, providing pavement treatment recommendations, GIS maps, etc.

Deliverables:

- Training manuals
- Online training workshop

Task 9 – Asset Data Collection (Optional)

LiDAR sensor and street level 3D 360 imagery system developed in Roadway Collection Vehicle System can collect other pavement asset inventory/condition when performing pavement distress inspections. County staff can easily review and manage any roadway/roadside information collected in the field by the mobile mapping tools. The users have the ability to visualize, measure, edit, and validate infrastructure and roadway/roadside assets. Items include collection and condition assessments for pavements, utilities, properties, markings, traffic signs and signals, ADA curb ramps, drainage and bridge structures, etc. all with a high level of accuracy. County engineers, planners, and GIS technical staff can easily locate and assess important infrastructure in the office to avoid field data collection along busy streets. All collected information can be exported to shapefile format and merged to County's existing GIS system if any. Available road right of way asset data collections include:



- Sign inventory/condition (good/fair/poor; FHWA MUTCD retroreflectivity)
- Sidewalk inventory/condition (good/fair/poor; trip hazards)
- Curb inventory/condition (good/fair/poor)
- ADA ramp inventory/condition (compliance)
- Pavement marking or curb marking inventory/condition (good/fair/poor)
- Cross gutter inventory/condition (good/fair/poor)
- Tree inventory (size, types, pictures located along public road right of way)
- Traffic signals/control cabinets inventory
- Street lights inventory
- Speed bump inventory
- Strom drain inventory
- Guardrail and barricade inventory

Deliverables:

- GIS shapefile with asset inventory/condition/photos
- Summary report for each asset item

Attachment: NCE 21-021 Pavement Mgmnt (12010 : Authorize a First Amendment for the Update of the Pavement Management Program with

EXHIBIT "B"

County of Mariposa
Pavement Management Program Update 2021
Detailed Cost Breakdown by Task

Task Description	Hours by Personnel						Marker	Total Cost
	Principal-in-Charge	Project Manager	QA/QC Mgr	Project Engineer	Technician	Clerical		
1. Kickoff Meeting	1	2		4				$ 1,500
2. Pavement Condition Surveys and PCI Calculation		3	1	12	128		$ 14,853	$ 37,000
3. M&R Strategies and Decision Tree		2	4	12				$ 3,500
4. Budgetary Analyses & Final Reports	2	4	2	40		4		$ 9,000
5. GIS Linkage		2		8	40			$ 5,500
Totals	2	11	7	72	168	4	$ 14,853	$ 55,000

Assumptions

Assumes County has active StreetSaver license.
Tasks 1 and 3 assume video-conferencing for meetings.
Task 2 assumes windshield surveys on all residential roads and sections with PCI less than 25 (approx. 210 centerline miles roads)
Task 2 assumes semi-automated surveys on all major and minor collectors with PCI greater than 25 (approx. 151 centerline miles roads)
Task 3 assumes County will update historical M&R records. Treatments and unit costs will be updated in decision tree.
Task 5 assumes County will pay MTC for GIS mapping integration fee.

Submitted by: NCE

Date Revised: January 20, 2021

Attachment: NCE 21-021 Pavement Mgmnt (12010 : Authorize a First Amendment for the Update of the Pavement Management Program with

NICHCON-02 MCGRAWM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/28/2020

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 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 # 0E57768
IOA Insurance Services
4370 La Jolla Village Drive
Suite 600
San Diego, CA 92122

CONTACT NAME: Erica Wilson
PHONE (A/C, No, Ext): (858) 754-0063 50233 FAX (A/C, No): (619) 574-6288
E-MAIL ADDRESS: Erica.Wilson@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: RLI Insurance Company	13056
INSURER B: Interstate Fire & Casualty Company	22829
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Nichols Consulting Engineers, CHTD
1885 S. Arlington Ave., #111
Reno, NV 89509

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 Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	PSB0003222	5/17/2020	5/17/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 0
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY Comp.: $500 NON-OWNED AUTOS ONLY Coll.: $500 X X	X	X	PSA0001184	5/17/2020	5/17/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			PSE0003030	5/17/2020	5/17/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	PSW0001955	5/17/2020	5/17/2021	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
B	Professional Liab.			USF00807820	5/17/2020	5/17/2021	Per Claim	2,000,000
B	Ded.: $25k Per Claim			USF00807820	5/17/2020	5/17/2021	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Design Services for the Mariposa Downtown Renovation No. 20-058

County of Mariposa, its officers, officials, employees, and volunteers are Additional Insureds with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation in favor of the Additional Insureds.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

County of Mariposa
Attn: Jean Dordan
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
T. Kelly Wilson

ACORD 25 (2016/03)

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ACORD

NICHCON-02

MCGRAWM

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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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	PSB0063222	5/17/2020	5/17/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Cont Liab/Sev of Int						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Deductible	$ 0
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	PSA0001184	5/17/2020	5/17/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Comp.: $500 X Coll.: $500							
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			PSE0063039	5/17/2020	5/17/2021	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A	X	PSW0001955	5/17/2020	5/17/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liab.			USF00807820	5/17/2020	5/17/2021	Per Claim	2,000,000
B	Ded.: $25k Per Claim			USF00807820	5/17/2020	5/17/2021	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Design Services for the Mariposa Downtown Renovation No. 20-059

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30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

County of Mariposa
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Mariposa, CA 95338

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AUTHORIZED REPRESENTATIVE
T. Hilliard Nichols

ACORD 25 (2016/03)

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Attachment: NCE 21-021 Pavement Mgmnt (12010 : Authorize a First Amendment for the Update of the Pavement Management Program with

Named Insured: Nichols Consulting Engineers, CHTD
Policy Number: PSB0003222

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Attachment: NCE 21-021 Pavement Mgmnt (12010 : Authorize a First Amendment for the Update of the Pavement Management Program with

Named Insured: Nichols Consulting Engineers, CHTD
This endorsement modifies insurance provided under the following:

Policy Number: PSA0001184

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – LIABILITY Coverage,** Paragraph **A.1. Who Is An Insured Provision:**

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured Provision:**

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.

C. Blanket Additional Insured

The following is added to the **SECTION II – LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured Provision:**

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – LIABILITY COVERAGE.**

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured Provision:**

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions:

   Paragraph **b.** of the Other Insurance Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

Attachment: NCE 21-021 Pavement Mgmnt (12010 : Authorize a First Amendment for the Update of the Pavement Management Program with

Named Insured: Nichols Consulting Engineers, CHTD

Policy Number: PSW0001955

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss	Jobs performed for an person or organization that you have agreed with in a written contract to provide this agreement

Attachment: NCE 21-021 Pavement Mgmnt (12010 : Authorize a First Amendment for the Update of the Pavement Management Program with

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement

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RECOMMENDATION AND JUSTIFICATION:
Approve a Three-year Inmate Telephone Service Agreement with NCIC to install and maintain an Inmate Communication Operating System; and Authorize the Board of Supervisors Chair to sign the Agreement.

On September 25th, 2020 Legacy Inmate Communications relinquished all inmate communications contracts in California to NCIC. NCIC has been providing all inmate communications for the Mariposa County Adult Detention Facility since that time.

In addition to being interested in pursuing a financially successful partnership, the Sheriff's Office has been interested in pursuing digital visitation to enhance the existing in-person visitation. Digital inmate visitation has been trending in the industry and has obvious benefits to the inmate population, their families as well as government. NCIC will provide tablets in conjunction with the existing kiosks to facilitate digital visitation, messaging and educational programs to the inmate population. This will allow for a higher level of communications access and programming for the inmate population.

Per California Penal Code section 4015 the revenue generated by the Inmate Communications System is used to support Inmate Services and will be deposited into the Mariposa County Inmate Welfare Fund (361).

Penal Code Section 4025 (d) directs where the money, refund, rebates, or commission received from a telephone company or pay telephone provider will be deposited when the commission is attributable to the use of a pay telephones which are primarily used by inmate while incarcerated.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors typically supports the Sheriff's Office direction specific to identifying successful providers of services to Jail functions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

REF ID# 12035

Mariposa County could elect to not renew the contract with the current vendor reducing the level of service being provided for the inmates. This would cause a hardship for inmate communications.

FINANCIAL IMPACT:
No negative finanicial impact; Agreement generates revenue for Inmate Welfare Fund 361, which by statute is controlled by the Sheriff.

ATTACHMENTS:
NCIC 9-01-21 to 8-31-2024 (PDF)

Attachment: NCIC 9-01-21 to 8-31-2024 (12035 : Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement)

INMATE COMMUNICATIONS SERVICE SUBSCRIBER AGREEMENT

FOR INMATE TELEPHONE SERVICES, VIDEO VISITATION SERVICES, AND INMATE TABLET SYSTEM

CONTRACT BETWEEN MARIPOSA COUNTY SHERIFF'S OFFICE AND NETWORK COMMUNICATIONS INTERNATIONAL CORP. dba NCIC INMATE COMMUNICATIONS.

This NCIC Inmate Communications Service Subscriber Agreement ("Agreement") is made this 1st day of September, 2021 ("Effective Date"), by and between NCIC Inmate Communications (Provider), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and Mariposa County Sheriff's Office ("Subscriber") having its principal place of business at:

Address: 5099 Old Hwy N

City, State & Zip Code: Mariposa, CA 95338

Contact: Lt. Jake Bobman

Phone: (209) 966-3616

Email address: jbobman@mariposacounty.org

WITNESSETH

Whereas, Subscriber is the governmental or private entity responsible for the management, supervision, custody, protective care and control of 1) inmates housed in the following jail(s) and/or prison(s):

Mariposa County Jail
5379 CA-49,
Mariposa, CA 95338

(the jail(s) and/or prison(s) are referred to in this Agreement as the "Facility" or "Facilities") and 2) all buildings, grounds, property and matters connected with the Facility or Facilities.

Whereas, Provider is qualified and willing to provide Subscriber inmate telephone, video visitation, inmate tablets and related communication services

Now, therefore, in consideration of the mutual benefits to be derived hereby, Subscriber and Provider do hereby agree as follows:

I. TERM

(A). This Agreement shall begin on the Effective Date and continue in full force and effect for a period of three (3) years from such date ("Initial Term") and will automatically renew under the same terms and conditions for two (2) renewal options of one (1) year each, upon mutual Agreement of the Parties.

II. TERMINATION

Subscriber may terminate this Agreement by sending written notice of termination to Provider, and Provider must receive the written notice no later than ninety (90) days prior to the date the Initial Term ends. Provider shall have the right to terminate this Agreement pursuant to the provisions of Paragraph VI(J).

III. INMATE TELEPHONE SYSTEM

A. Installation of Inmate Telephone System

Provider shall provide to the Subscriber, at no cost, a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS) to be installed at the Facility. The ITS provided to Subscriber shall include all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet Subscriber's requirements and be in compliance with any industry standard.

B. Provider's Responsibilities

Provider shall be responsible for the following with regard to the ITS:

1. Adhering to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the agreement;

2. Complying with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the agreement;

3. Making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to Subscriber;

4. Complying with and updating the ITS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to Subscriber;

5. Providing a comprehensive ITS that will allow for collect, prepaid collect and debit calls for local, Intralata/intrastate, interlata/intrastate, interlata/interstate, and international calls;

6. Providing an ITS which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;

7. Installing new inmate telephone equipment at all included Facilities and any required station cabling as determined necessary;

8. Providing systems and equipment that support the Facility's or Facilities' call monitoring/security needs, including terminals and digital recording equipment as determined necessary;

9. Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;

10. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the ITS and equipment;

11. Providing ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure adequate service delivery;

12. Providing all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or Facility staff; and

Attachment: NCIC 9-01-21 to 8-31-2024 (12035 : Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement)

Attachment: NCIC 9-01-21 to 8-31-2024 (12035 : Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement)

13. Providing all related support services not otherwise indicated herein.

C. ITS Installation

As part of the installation process of the ITS at the Facility, Provider shall:

1. Provide all required materials, equipment, hardware, software and station cabling (where re-using existing station cabling is unavailable or new locations are required) for installation and maintenance of the ITS;

2. Wherever possible, Provider shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, Provider shall install new station cabling (Category 3 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. Provider shall comply with all applicable electrical codes;

3. Comply with the security guidelines on institutional security policies; and

4. Provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

D. ITS System Functionality

The ITS installed by Provider shall have the following functions:

1. A system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls;

2. Security features which prevent unauthorized individuals from accessing any information held by Provider;

3. Secured access to the system and the database for Subscriber's authorized users;

4. Complete support of all systems and software necessary to ensure provision of services at all times for the duration of the Agreement.; and

5. An automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish.

E. Ownership of Inmate Telephone Equipment

Throughout the term of the Agreement, Provider shall own all systems and equipment installed at the Facility and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to Subscriber. Provider and Subscriber agree that at no time shall any of the systems and equipment installed at the Facility become a fixture such that it becomes a part of the real property where the Facility is located. Provider and Subscriber agree that all systems and equipment installed at the Facility will remain personal property owned by Provider.

F. Responsibilities of Subscriber

Subscriber shall be responsible for the following:

1. Obtaining all necessary written consents from any other governmental or private entity for Provider and/or its subcontractors to:

a. Access any part of the Facility deemed necessary by Provider;

b. Perform any and all work necessary to install, repair, replace, or remove the ITS and its components; and

c. Perform any contractual duty imposed on Provider in this Agreement.

2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;

3. Providing security, where needed, to Provider's employees and/or contractors during the installation, replacement, maintenance, or removal of the ITS and its components;

4. Properly accounting for the commissions received under this Agreement to any other necessary governmental or private entity; and

5. Providing prompt notice to Provider of any damage, defect, or needed repair to the VVS or any of its components.

G. ITS Commission Payment to Subscriber

Provider will forward a monthly payment to Subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to Sixty Five Percent (**65%**) of gross call revenue to Provider originating from the Facility, net of federal, state and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s). The details regarding payments and revenue-share are provided within **Attachment A – Rates, Fees and Commissions** of this Agreement. Provider and Subscriber agree that in the event that rates and fees are decreased as mandated by any local, state, or federal agency that adversely affects Provider's profitability under this Agreement, Provider and Subscriber shall engage in good-faith discussions regarding adjustment of the contractual terms, which may involve a decrease in ITS commission payments to Subscriber in such a manner that allows for the Agreement to be profitable for Provider and mutually beneficial for Provider and Subscriber. Monthly revenue statements will be provided to Subscriber for commission payments based on gross revenue upon request.

H. Equipment Service & Maintenance

With regard to the ITS, Provider shall provide fully functional equipment to support service delivery as specified herein at all designated Facilities in regards to all labor, materials, service hardware and/or software. Provider shall further warrant that any ITS equipment installed for Subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility, and Subscriber shall accept the detailed plan of service.

IV. VIDEO VISITATION SYSTEM

A. Installation of Video Visitation System

Provider shall provide to Subscriber, at no cost, a fully operational, secure and reliable Video Visitation System (VVS) to be installed at the Facility. The VVS shall, depending on the requirements of Subscriber, be capable of completing both on-site (standard) and off-site (remote) visitation sessions, as well as a range of complementary inmate applications such as secure inmate messaging, inmate tickets, and access to

Attachment: NCIC 9-01-21 to 8-31-2024 (12035 : Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement)

Attachment: NCIC 9-01-21 to 8-31-2024 (12035 : Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement)

third-party applications based on the preferences and allowances of Subscriber. The VVS installed by Provider shall include all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet Subscriber's requirements and be in compliance with any industry standard.

B. Provider's Responsibilities

Provider shall be responsible for the following with regard to the VVS:

1. Adhering to any and all municipal, state or federal requirements for VVS installation, certification, training or registration during the life of the agreement;

2. Complying with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all VVS and related services provided throughout the duration of the agreement;

3. Making all VVS modifications necessary to allow inmates to participate in VVS sessions in compliance with any industry requirement change(s) at no cost to Subscriber;

4. Complying with and updating the VVS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to Subscriber;

5. Providing a comprehensive VVS that will allow for on-site and off-site visitation services based on the needs of Subscriber;

6. Providing a VVS which includes, but is not limited to, system infrastructure, network, database, servers, new visitation processors, communications circuits, visitation monitoring and recording functionality, and any additional required system functionality;

7. Installing new video visitation equipment at all included Facilities and any required station cabling as determined necessary;

8. Providing systems and equipment that support the Facility's or Facilities' visitation monitoring/security needs, including visitation terminals and digital recording equipment as determined necessary;

9. Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical visitation transaction information;

10. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the VVS system and equipment;

11. Providing ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure adequate service delivery;

12. Providing all required training and instructional materials required for use of the video visitation services as applicable to inmates, families, and/or Facility staff; and

13. Providing all related support services not otherwise indicated herein.

C. VVS Installation

Attachment: NCIC 9-01-21 to 8-31-2024 (12035 : Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement)

As part of the VVS installation process at the Facility, Provider shall:

1. Provide all required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the VVS;

2. Wherever possible, re-use existing station cabling installed at each Facility for the visitation stations. In cases where existing station cabling cannot be used, Provider shall install new station cabling at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. Provider shall comply with all applicable electrical codes;

3. Provider shall comply with the security guidelines on institutional security policies.

4. Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement; and

5. Ensure that informational flyers, placards or other media is provided to inmates and visitors showing VVS use instructions, rate information and any other information deemed essential to the utilization of the VVS.

D. VVS System Functionality

The VVS installed by Provider at the Facility shall have the following functions:

1. The VVS will be suitable for a correctional environment, sturdy, tamper-resistant, and will provide high-quality, stereo audio and broadcast-quality video;

2. The VVS shall be capable of completing on-site visitation sessions at no cost to the general public or inmate; however, Provider will charge a per-minute rate for any off-site (remote) visitation sessions connected;

3. Provider shall provide remote access to Subscriber's authorized users for the purpose of managing inmate visitation profiles, monitoring visitation sessions, applying visitation restrictions and managing visitation scheduling;

4. The VVS shall allow Subscriber's authorized users to remotely shut down and/or disable an individual inmate visitation station or group of visitation stations quickly and selectively without affecting other visitation stations. Further, the VVS shall be capable of limiting the length of a video visitation session, providing service at certain designated times of the day/week/month, and allowing a maximum number of video visitation sessions per inmate per week or month;

5. The VVS shall include a web-based scheduling application that allows visitors (public and professional) to register, schedule, fund and/or cancel standard and remote visitation sessions using an internet browser and internet connection; and

6. The VVS shall fully monitor and record all visitation sessions, unless there are restrictions that prohibit the recording and monitoring of certain sessions, such as privileged attorney-client communications.

E. Ownership of Video Visitation Equipment

Throughout the term of the Agreement, Provider shall own all systems and equipment installed at the Facility and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to Subscriber. Provider and Subscriber agree that at no time shall any of the systems and equipment installed at the Facility become a fixture such that it becomes a part of the real property where the Facility is located. Provider and Subscriber agree that all systems and equipment installed at the Facility will remain personal property owned by Provider

F. VVS Commission Payment to Subscriber

Provider will forward a monthly payment to Subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to Twenty Five Percent (**25%**) of gross remote visitation session revenue associated with remote visitation originating from the Facility, net of federal, state and local taxes, pre-paid account fees, approved free visitation sessions and any other cost recovery mechanism(s). It is understood that on-site (standard) visitation is typically provided at no cost to inmates and their friends or family. The agreed-upon rates for off-site (remote) visitation sessions are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement. Provider and Subscriber agree that in the event that rates and fees are decreased as mandated by any local, state, or federal agency that adversely affects Provider's profitability under this Agreement, Provider and Subscriber shall engage in good-faith discussions regarding adjustment of the contractual terms, which may involve a decrease in VVS commission payments to Subscriber in such a manner that allows for the Agreement to be profitable for Provider and mutually beneficial for Provider and Subscriber. Monthly revenue statements will be provided to Subscriber for commission payments based on gross revenue upon request.

G. Responsibilities of Subscriber

Subscriber shall be responsible for the following:

1. Obtaining all necessary written consents from any other governmental or private entity for Provider and/or its subcontractors to:
   a. Access any part of the Facility deemed necessary by Provider;
   b. Perform any and all work necessary to install the VVS and its components; and
   c. Perform any contractual duty imposed on Provider in this Agreement.
2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;
3. Providing security, where needed, to Provider's employees and/or contractors during the installation, replacement, maintenance, or removal of the VVS and its components;
4. Properly accounting for the commissions received under this Agreement to any other necessary governmental or private entity; and
5. Providing prompt notice to Provider of any damage, defect, or needed repair to the VVS or any of its components.

H. Equipment Service & Maintenance

Attachment: NCIC 9-01-21 to 8-31-2024 (12035 : Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement)

With regard to the VVS, Provider shall provide equipment to support service delivery as specified herein at all designated Facilities that are fully functional with regard to all labor, materials, service hardware and/or software. Provider shall further warrant that any VVS equipment installed for Subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility, and Subscriber shall accept the detailed plan of service.

V. INMATE TABLET SYSTEM

A. Provision of Inmate Tablet System

Provider shall provide an Inmate Tablet System designed to provide tablet computers (the "Inmate Tablet") that securely introduce a range of applications and services on each Inmate Tablet to the inmate population at Subscriber's Facility of Facilities. Applications and services on the Inmate Tablet may include educational content, communications services (e.g. inmate calling, inmate messaging and video visitation), entertainment options, religious services and access to approved third-party services. Subscriber shall be solely responsible for approving each application, program, or service on each Inmate Tablet provided to the inmate population at the Facility.

B. Provider's Responsibilities

Provider shall be responsible for the following with regard to the Inmate Tablet System:

1. Adhering to any and all municipal, state or federal requirements for Inmate Tablet installation, certification, training or registration during the life of the agreement;

2. Complying with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all Inmate Tablets and related services provided throughout the duration of the agreement;

3. Making all Inmate Tablet modifications necessary to allow inmates to utilize tablets in compliance with any industry requirement(s) at no cost to Subscriber;

4. Complying with and updating the Inmate Tablets for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to Subscriber;

5. Providing a comprehensive Inmate Tablet solution that will allow for a range of inmate communication, educational, and facility service applications based on the requirements and approval of Subscriber;

6. Providing a comprehensive Inmate Tablet solution including, but not limited to, system infrastructure, network, database, servers, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;

7. Installing new Inmate Tablet equipment at all included Facilities and any required station cabling and wireless infrastructure as determined necessary by Subscriber;

8. Providing systems and equipment that support the Facility's or Facilities' Inmate Tablet monitoring/security needs, including wireless infrastructure, Inmate Tablet charging

Attachment: NCIC 9-01-21 to 8-31-2024 (12035 : Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement)

equipment, proper storage, storage backup, retrieval, and retention of data utilizing equipment supplied by Provider and as determined necessary by Subscriber;

9. Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical Inmate Tablet session transaction information;

10. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the Inmate Tablet system and equipment, as needed;

11. Providing ongoing maintenance, repair, replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;

12. Providing all required training and instructional materials required for use of Inmate Tablet services as applicable to inmates, families, and/or Facility staff, and;

13. Providing all related support services not otherwise indicated herein.

C. Inmate Tablet System Payment

Provider will forward monthly payment to Subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. The agreed-upon rates for all inmate communications services administered through the Inmate Tablets are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement. Provider and Subscriber agree that in the event that rates and fees are decreased as mandated by any local, state, or federal agency that adversely affects Provider's profitability under this Agreement, Provider and Subscriber shall engage in good-faith discussions regarding adjustment of the contractual terms, which may involve a decrease in Inmate Tablet System commission payments to Subscriber in such a manner that allows for the Agreement to be profitable for Provider and mutually beneficial for Provider and Subscriber. Monthly revenue statements will be provided to Subscriber for commission payments based on gross revenue upon request.

D. Equipment Service & Maintenance

With regard to the Inmate Tablet System, Provider shall provide fully functional equipment to support service delivery as specified herein at all designated Facilities in regards to all labor, materials, service hardware and/or software. Provider shall further warrant that any Inmate Tablet System equipment installed for Subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility, and Subscriber shall accept the detailed plan of service.

E. Responsibilities of Subscriber

Subscriber shall be responsible for the following:

1. Obtaining all necessary written consents from any other governmental or private entity for Provider and/or its subcontractors to:

   a. Access any part of the Facility or Facilities deemed necessary by Provider; and

   b. Perform any and all work necessary to install the Inmate Tablet System and its components; and

Attachment: NCIC 9-01-21 to 8-31-2024 (12035 : Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement)

c. Perform any contractual duty imposed on Provider in this Agreement;

2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;

3. Providing security to Provider's employees and/or contractors during the installation, replacement, maintenance, or removal of the Inmate Tablet System and its components;

4. Properly accounting for the commissions received under this Agreement to any other necessary governmental or private entity; and

5. Providing prompt notice to Provider of any damage, defect, or needed repair to the VVS or any of its components.

VI. MISCELLANEOUS

A. Termination

Either party may terminate this Agreement for cause prior to expiration of the initial term if there is an alleged breach of the term(s) by the offending party. If an alleged breach of this Agreement occurs, the offended party shall provide written notice to the offending party, demanding that the offending party cure said breach within thirty (30) days. The cure period may be extended to a mutually agreeable date up to ninety (90) days if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Indemnification

Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold Subscriber, its employees, agents, officers, heirs, and assignees harmless from any and all demands, claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by Provider, or its employees or agents, in the course of the operations of this Agreement. This obligation by Provider to indemnify, defend, and hold Subscriber harmless includes without limitation all costs, expenses, and attorney's fees incurred on account of any demands, claims, suits, judgments, or damages.

Subscriber shall be liable, and agrees to be liable for, and shall indemnify, defend and hold Provider, its employees, agents, officers, heirs, and assignees harmless from any and all demands, claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by Subscriber, or its employees or agents, in the course of the operations of this Agreement. This obligation by Subscriber to indemnify, defend, and hold Provider harmless includes without limitation all costs, expenses, and attorney's fees incurred on account of any demands, claims, suits, judgments, or damages.

C. Provider's Insurance

Provider agrees to maintain the insurance coverage required to be maintained by Provider and to maintain such insurance in effect at all times during the existence of this Agreement.

D. Assignment

Attachment: NCIC 9-01-21 to 8-31-2024 (12035 : Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement)

In the event that Provider transfers, sells, or assigns its rights under this agreement, there shall be no required consent by Subscriber to the assignment of this Agreement.

E. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

F. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Agreement can still be determined and effectuated.

G. Governing Law

This Agreement is executed and entered into in the State of Texas, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Texas.

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

I. Exclusivity and Right of First Refusal

In consideration of compensation and services provided herein, Subscriber grants to Provider the exclusive right to install and maintain telephones and/or inmate communications systems of any type, including the Inmate Telephone System, the Video Visitation System, and the Inmate Tablet System (the "Inmate Communications Systems") within its Facility or on its private property (Location) during the term of this Agreement. Provider and Subscriber have agreed upon specific rates for inmate collect, debit and prepaid collect calls, video visitation sessions, as well as ancillary inmate communications technologies as described in **Attachment A – Rates, Fees and Commissions** of this Agreement.

Except for existing third-party vendors and only until such third-party vendor's contract expires, Subscriber will not allow any products or services that compete with any of those products or services that are or could be supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber's Facility, including any present or future Subscriber Facilities. Provider will have the exclusive right to provide those products and services to be installed, implemented, or used at Subscriber's Facility throughout the term of this Agreement, including any renewals and/or extensions of this Agreement, and shall also have the exclusive right to install, monitor, and provide services for any other Inmate Communication Systems, including but not limited to inmate communications, educational or entertainment products or services, deposit kiosk services, tablets, video visitation, inmate electronic messaging, inmate electronic mail, sought by Subscriber to be used, installed, or implemented at the Facility during the term of this Agreement, whether the products or services are for inmates located at Subscriber's Facility or at third-party Facilities owned and/or managed by Subscriber; however, that Provider shall not be obligated to exercise this exclusive right.

J. Circumstances Uncontrollable by Provider

Attachment: NCIC 9-01-21 to 8-31-2024 (12035 : Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement)

Provider reserves the right to renegotiate or terminate this Agreement upon thirty (30) days written notice upon the occurrence of circumstances outside Provider's control related to the Facilities including, without limitation, 1) changes in rates, regulations, or operations mandated by law; 2) reduction in inmate population or capacity; 3) changes in jail policy or economic conditions; 4) acts of God or actions constituting force majeure, as stated in Paragraph IV(E) above; or 5) actions taken by the Facility that negatively impact the Providers business. Subscriber acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time and nothing contained herein shall restrict Provider from taking the necessary actions in order to be in compliance with those federal, state, or local regulatory requirements.

K. Suspension of Unused Applications

With regard to applications, software, or products that are licensed to Subscriber such as Voice Biometrics, Call Transcription Services and other features, products or applications licensed as part of the Inmate Telephone System, if the features, products, or applications are not accessed or used within ninety (90) consecutive days, Provider reserves the right to disable such applications and only re-enable such applications when requested.

L. Cooperative Purchasing for other Agencies

Subscriber will permit other County and State agencies to utilize the terms and conditions of this Agreement, offering the prices and the terms and conditions offered herein to other government agencies who wish to participate in a cooperative purchase program with Subscriber's agency, where such cooperative usage will contribute to any volume discounts or incentives for participating agencies. Participating agencies may include the services, purchase and installation, removal, modifications, and maintenance. Other agencies will be responsible for entering into separate Agreements with the Contract and for all payments thereunder.

M. Successors and Assigns

Each of the covenants in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Provider and Subscriber.

N. Entire Agreement

Unless the parties agree otherwise in a written agreement which specifically identifies this Agreement, including any attachments, by date of execution and signatories, any services requested by Subscriber and any goods, services, or equipment furnished by Provider shall be provided by Provider under the terms of this Agreement. In the event of any conflict between this Agreement and any work order or purchase order, this Agreement shall control. This Agreement supersedes all other agreements, oral or written, previously entered into with respect to the subject matter contained in this Agreement and the transactions which it contemplates, and it contains the entire agreement of the parties, including without limitation all agreements with respect to warranties.

O. Counterpart Execution and Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute but one and the same instrument. All parties consent to the use of DocuSign or a similar electronic document execution service to take place of a physical signature on this Agreement, and that the electronic signatures will be the same as if physically signed by each party.

P. Further Assurances

The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties unless otherwise specifically provided herein. Nonetheless, all parties shall cooperate fully to execute any and all supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the terms of this Agreement.

Attachment: NCIC 9-01-21 to 8-31-2024 (12035 : Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement)

Q. Dispute Resolution

Prior to the filing of a lawsuit by any party to this Agreement, Provider and Subscriber agree that any disputes between them shall be resolved in the following manner:

a. The parties shall refer the dispute to a certified mediator in order for the mediator to conduct a mediation of the dispute and attempt to reach a mutual agreement between the parties concerning the dispute. Said mediation shall commence no later than thirty (30) days after the receipt of notice by the other party that mediation of the dispute is requested. The parties shall mediate the dispute in good faith and use all reasonable measures to resolve the dispute. The cost of the mediation shall be divided equally between the parties.

b. If no timely resolution of the dispute occurs through mediation, any party may demand binding arbitration pursuant to Chapters 171 and 173 of the Texas Civil Practice and Remedies Code only if the parties have previously mediated the dispute.

R. Authority of Signatories

Each of the individuals signing this Agreement have full power and authority to enter into this Agreement on behalf of Provider and Subscriber and to fully bind Provider and Subscriber to the terms of this Agreement.

SIGNED on this _____ day of _____, 20____.

SUBSCRIBER	PROVIDER
_____	_____
Signature	Signature
_____	William L. Pope
Print Name	Print Name
_____	President
Title	Title
_____	_____
Date	Date

ATTACHMENT A
RATES, FEES AND COMMISSIONS

Attachment: NCIC 9-01-21 to 8-31-2024 (12035 : Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement)

CALL TYPE	PREPAID COLLECT		INMATE DEBIT	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
LOCAL	$0.00	$0.21	$0.00	$0.21
INTRALATA / INTRASTATE	$0.00	$0.21	$0.00	$0.21
INTERLATA / INTRASTATE	$0.00	$0.21	$0.00	$0.21
INTERLATA / INTERSTATE	$0.00	$0.21	$0.00	$0.21
MEXICO	$0.00	$0.25	$0.00	$0.25
INTERNATIONAL	$0.00	$0.35	$0.00	$0.35
COMMISSION AMOUNT:	65% of Gross Call Revenue			

ADDITIONAL TECHNOLOGIES	
CHARGE/FEE NAME	AMOUNT
REMOTE (OFF-SITE) VIDEO VISITATION – PER MINUTE RATE:	$0.30
ON-SITE VIDEO VISITATION – PER MINUTE RATE:	$0.00 (Free)
SECURE INMATE MESSAGING – PER MESSAGE RATE:	$0.25 ($0.35 per Attachment)
REMOTE VIDEO VISITATION and INMATE MESSAGING – COMMISSION:	25% of Gross Visit / Messaging Revenue

INMATE COMMUNICATION SYSTEM – FEES	
CHARGE/FEE NAME	AMOUNT
LIVE OPERATOR TRANSACTION FEE:	$5.95
AUTOMATED OPERATOR TRANSACTION FEE:	$3.00
WEB TRANSACTION FEE:	$3.00

Subscriber Initials: _____ Provider Initials: _____

Date:_____ Date:_____

Attachment: NCIC 9-01-21 to 8-31-2024 (12035 : Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approval of MHSA FY21-22 Annual Plan Update and Prevention and Early Intervention Report FY 19-20

RECOMMENDATION AND JUSTIFICATION:
Approve Submission of the "Mariposa County 2021/22 Mental Health Services Act (MHSA) Annual Plan Update" to the Department of Health Care Services (DHCS) and "Prevention Early Intervention (PEI) Report for Fiscal Year 2019/20"; 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 2021/22 Mental Health Services Act (MHSA) Annual Plan Update" and "Prevention Early Intervention (PEI) Report for Fiscal Year 2019/20" Upon DHCS Approval.

For the MHSA 2021/22 annual update, feedback was gathered beginning in March 2021 and continued through April 2021. Health and Human Services Agency (HHSA) held one virtual stakeholder event to provide education and garner feedback. A total of 50 surveys were completed over the two-month period. The surveys were also posted on our Facebook page, and emailed to community partners. The Draft MHSA Annual Update for Fiscal Year 2021/2022 was posted for a 30-day public review and comment period from 06/01/2021 through 07/08/2021.

Mariposa County received its first MHSA funds in 2005 and began developing the Adult and Children's Systems of Care Program. We have continued to cultivate and refine these programs through implementation of the Recovery Model. Our goal is to support our clients in achieving wellness in as many life domains as possible. We propose to continue these proven programs.

The Prevention Early Intervention (PEI) report for fiscal year 2019-20 provides an evaluation and analysis of seven PEI projects in the following areas: Yosemite National Park, School Counselors, Mariposa Heritage House Drop In Center, Crisis/Triage Response Assess Crisis (TRAC) Team, Peer System Navigator, Mental Health First Aid, and Stigma Reduction Task Force. PEI is designed to engage individuals and prevent mental illnesses from becoming severe and disabling. The projects are also intended to increase the timely access to services for underserved populations. The goal is to reduce adverse outcomes that may be a result of an
untreated mental health illness

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved the previous "Mariposa FY 17-18 through FY19-20 Mental Health Services Act (MHSA) Plan" on June 20, 2017 by Resolution 2017-406.

The Board approved a previous "MHSA FY 18-19 Annual Plan Update" on July 24, 2018 by Resolution 2018-376.

The Board approved a previous "MHSA FY 19-20 Annual Plan Update" on June 18, 2019 by Resolution 2019-35.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The MHSA Annual Plan Update and Prevention Early Intervention Report are required in order to receive funding. If both are not approved by the Board, HHSA will lose primary revenue sources. This would result in the discontinuance of two successful programs.

FINANCIAL IMPACT:
There is no impact to the County General Fund. The MHSA programs are funded by direct deposits from the state Mental Health Services fund. In addition, the Adult and Children's programs (projects ASOC and CSOC) receive Medi-Cal FFP revenue from monthly service claims submitted by Mariposa County Behavioral Health. The revenue in the MHSA plan was anticipated and included in the FY21/22 Budget.

ATTACHMENTS:
MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (PDF)



Mariposa County Mental Health Services Act Annual Update

Fiscal Year 2021 – 2022

&

Prevention and Early Intervention Report Fiscal Year 2019-2020

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

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To provide feedback on the proposed programs please send an email to lglenn@mariposacounty.org *OR* plan to attend the Public Hearing. 157

Mariposa County Mental Health Services Act Annual Update Expenditure Plan 2021 – 2022

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

Executive Summary

Community Services and Supports (CSS)

- Full-Service Partnerships (FSP): There are no changes from the past year, Mariposa County Behavioral Health and Recovery Services (MCBHRS) plans to continue providing mental health services to SMI/SED populations.

- General System Development (GSD): One Peer Support position assigned to the Wellness Center will continue.

Prevention and Early Intervention (PEI)

- Access and Linkage to Treatment: Mariposa County Behavioral Health and Recovery Services has decided to opt out of the access and linkage component. The reporting requirements for this component require more training and staff time than a very small county has the capacity to implement. MCBHRS is open to all stakeholder feedback.

- Timely Access to Services: This is an optional category, that comes with heavy reporting requirements creating a burden on the providers. MCBHRS continues to ensure that each program provided under the PEI umbrella are designed and implements to ensure timely access to services.

- Stakeholders overwhelmingly identified school aged youth as an underserved population during the three-year planning process. The programs for this fiscal year remain in line with the three-year plan. Several programs will be provided to school aged youth (school lunch program, horse program, after school program etc.).

- Suicide Prevention: During the three-year stakeholder process stakeholders identified school aged youth as the most underserved population and suicide prevention as the most needed service in the community. MCBHRS will continue to fund a program to provide suicide prevention for school aged youth.

Workforce, Education and Training (WET)

- MCBHRS is currently developing the WET plan with the central valley regional group to implement undergraduate college and university scholarships, clinical masters and doctoral graduate education stipends, and loan repayment programs. Once the region has determined the funding for these programs, MCBHRS will provide an update to this plan.

Innovation (INN)

- MCBHRS is currently in the stakeholder process to develop two innovation projects. MCBHRS will update this plan once those plans become finalized and approved by the Mental Health Services Oversight and Accountability Commission (MHSOAC).

NOTE: All changes / updates from this point on are indicated in red throughout the document.

MHSA Fiscal Accountability Certification

Enclosure 1

MHSA COUNTY FISCAL ACCOUNTABILITY CERTIFICATION[1]

County/City: Mariposa

☐ Three-Year Program and Expenditure Plan
☐ Annual Update
☐ Annual Revenue and Expenditure Report

Local Mental Health Director	County Auditor-Controller / City Financial Officer
Name: Baljit Hundal	Name: Luis Mercado
Telephone Number: 209-742-0919	Telephone Number: (209) 742-1310
E-mail: bhundal@mariposacounty.org	E-mail: lmercado@mariposacounty.org
Local Mental Health Mailing Address: 5362 Lemee Lane P.O. Box 99 Mariposa, CA 95338	

I hereby certify that the Three-Year Program and Expenditure Plan, Annual Update or Annual Revenue and Expenditure Report is true and correct and that the County has complied with all fiscal accountability requirements as required by law or as directed by the State Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission, and that all expenditures are consistent with the requirements of the Mental Health Services Act (MHSA), including Welfare and Institutions Code (WIC) sections 5813.5, 5830, 5840, 5847, 5891, and 5892; and Title 9 of the California Code of Regulations sections 3400 and 3410. I further certify that all expenditures are consistent with an approved plan or update and that MHSA funds will only be used for programs specified in the Mental Health Services Act. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to a county which are not spent for their authorized purpose within the time period specified in WIC section 5892(h), shall revert to the state to be deposited into the fund and available for counties in future years.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached update/revenue and expenditure report is true and correct to the best of my knowledge.

B. Hundal
Local Mental Health Director (PRINT)

Signature

6/30/21
Date

I hereby certify that for the fiscal year ended June 30, 2020, the County/City has maintained an interest-bearing local Mental Health Services (MHS) Fund (WIC 5892(f)); and that the County's/City's financial statements are audited annually by an independent auditor and the most recent audit report is dated 4/27/21 for the fiscal year ended June 30, 2020. I further certify that for the fiscal year ended June 30, 2020, the State MHSA distributions were recorded as revenues in the local MHS Fund; that County/City MHSA expenditures and transfers out were appropriated by the Board of Supervisors and recorded in compliance with such appropriations; and that the County/City has complied with WIC section 5891(a), in that local MHS funds may not be loaned to a county general fund or any other county fund.

I declare under penalty of perjury under the laws of this state that the foregoing, and if there is a revenue and expenditure report attached, is true and correct to the best of my knowledge.

Luis Mercado
County Auditor Controller / City Financial Officer (PRINT)

Signature

6/30/21
Date

[1] Welfare and Institutions Code Sections 5847(b)(9) and 5899(a)
Three-Year Program and Expenditure Plan, Annual Update, and RER Certification (07/22/2013)

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

MHSA County Compliance Certification

MHSA COUNTY COMPLIANCE CERTIFICATION

County: Mariposa

Local Mental Health Director	Program Lead
Name: Baljit Hundal	Name: Balkit Hundal
Telephone Number: 209-742-0919	Telephone Number: 209-742-0919
E-mail: bhundal@mariposacounty.org	E-mail: bhundal@mariposacounty.org
County Mental Health Mailing Address: 5362 Lemee Lane Mariposa, Ca 95338	

I hereby certify that I am the official responsible for the administration of county mental health services in and for said county and that the County has complied with all pertinent regulations and guidelines, laws and statutes of the Mental Health Services Act in preparing and submitting this annual update, including stakeholder participation and nonsupplantation requirements.

This annual update has been developed with the participation of stakeholders, in accordance with Welfare and Institutions Code Section 5848 and Title 9 of the California Code of Regulations section 3300, Community Planning Process. The draft annual update was circulated to representatives of stakeholder interests and any interested party for 30 days for review and comment and a public hearing was held by the local mental health board. All input has been considered with adjustments made, as appropriate. The annual update and expenditure plan, attached hereto, was adopted by the County Board of Supervisors on _____.

Mental Health Services Act funds are and will be used in compliance with Welfare and Institutions Code section 5891 and Title 9 of the California Code of Regulations section 3410, Non-Supplant.

All documents in the attached annual update are true and correct.

B. Hundal
Local Mental Health Director/Designee (PRINT)

Signature

6/29/21
Date

County: Mariposa

Date: 6/29/2021

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

Mental Health Services Act Overview

What is the purpose of this document?

This document serves as a blueprint and description of the programs proposed and funded by the Mental Health Services Act.

What is the Mental Health Services Act (MHSA)?

California voters passed the Mental Health Services Act (MHSA) in 2004; the Act imposes a 1% tax on personal income in excess of one million dollars. Local County Mental Health Programs receive this money to operate an MHSA program.

MHSA Programs are intended to increase access and services for underserved and unserved populations. MHSA includes five main components: Community Services and Supports (CSS); Prevention and Early Intervention (PEI); Innovation (INN); Workforce, Education and Training (WET); Capital Facilities & Technological Needs (CFTN).

Community Services and Supports (CSS) overarching purpose is to ensure that seriously mentally ill individuals have access to all necessary mental health services. This is provided through outreach and direct services for children, transitional aged youth, adults and older adults with a serious mental illness.

Prevention and Early intervention (PEI) programs are partially intended to prevent a serious mental illness by promoting strategies that reduce risk factors. Additionally, PEI programs are to be designed to improve timely access to services and a better understanding of recognizing early signs of mental illness.

Innovation (INN) projects are to be designed to find new approaches to improve mental health services, delivery of services, quality of services, or improve outcomes by promoting interagency collaboration.

Workforce, Education and Training (WET) is the component of MHSA that aims to reduce the workforce shortages of qualified staff in the mental health field, by supporting, building, retaining and training.

Capital Facilities & Technological Needs (CFTN) is designed to address the infrastructure needs to support the implementation of technological needs in order to improve mental health services.

MHSA incorporates standard principles that are to be integrated throughout the mental health programs, services and supports.

What are the MHSA Standard Principles?

Community Collaboration – A process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources in order to fulfill shared visions and goals.

Cultural Competence – Working to achieve the desired goals, while incorporating the community's diverse beliefs, racial/ethnic, cultural, and linguistic systems into Mariposa County's policies, program planning, and service delivery.

Client and Family Driven – Adult clients and families of children have the primary decision-making role in identifying his or her needs, preferences and strengths. A shared decision-making role in determining services, enhances the supports that are most effective for him or her.

Wellness, Recovery, and Resilience Focused – A health system that is focused on promoting wellness, recovery and resilience by people participating fully in their community.

Integrated Service Experiences for Clients and their Families – The client, and/or family accesses a full range of services provided by multiple agencies, programs and funding sources in a comprehensive and coordinated manner.

Mariposa County continues to promote all of the standard principles that are fundamental to each of the MHSA programs.

What is a Three Year Plan and an Annual Update?

MHSA regulation require that counties prepare a three-year plan outlining programs and services that will be funded for the next three years. Counties are also required to provide subsequent annual updates to the three year plan during that timeframe to address each of the components listed above, and any changes in programs. A three-year plan or an annual update requires community stakeholders to participate in a community planning process that allows stakeholders an opportunity to provide feedback on the programs and services counties offer through the MHSA funding.

County Demographics

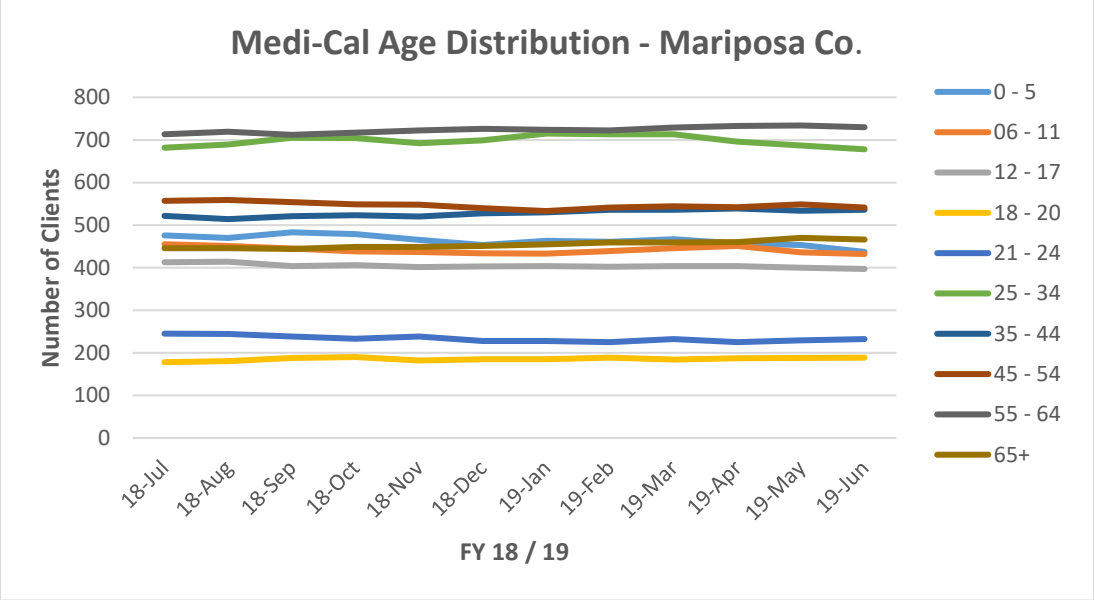
Mariposa is a small, rural county nestled in the Sierra Nevada foothills and is home to approximately 17,700 residents. As in other rural counties, Mariposa is characterized by the sparse number of young people under the age of 18, a characteristic which is maintained and propelled by a lack of job opportunities which pushes young families out of the county in search of gainful employment.

Aging Population

Mariposa has historically had a higher proportion of retirement-aged residents and a lower proportion of youth and young adults. Relative to the state of California, Mariposa county has a higher concentration of persons aged 60 and older (36% in the county, compared to 19% in the state overall). According to the US Census Bureau, Approximately 4.2 % are under the age of five. Approximately 15.5 % of the population is between the ages of 5 and 19 years. The county also has proportionally fewer young adults of working age (20-44 years old) (24% in the county, compared to the state 36%).

While the population in Mariposa has been steadily growing over the past several decades, a closer look at age distribution shows a steady decline of the population between the ages of 45 – 64, coupled with the increase in the elderly population, particularly in recent years.

The figure below depicts the number of individual who are Medi-Cal eligible in the county of Mariposa broken down into age groups for FY 18/19.

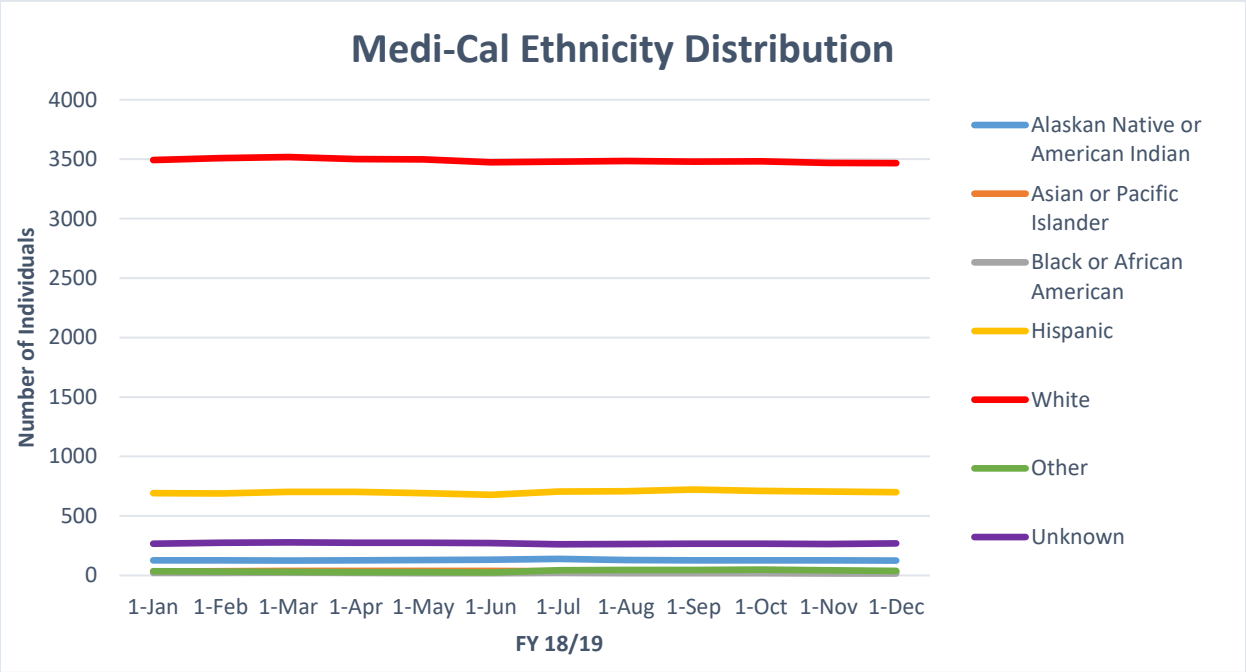


This graph illustrates the disparity in age groups amongst Mariposa County Medi-Cal residents. This graph also confirms the low population of 18 – 24 year old's, and reaffirms a larger population of 55 – 64 year old's. In addition, nearly 12% of the population under the age of 65 has a disability, as compared to less than 7% in the state overall.

Ethnicity

Mariposa County has a predominantly White population. Although limited in its racial/ethnic diversity, the County does have a Native American population as well as a small Hispanic population. Census data indicates that the county is approximately 89% White, 11% Hispanic(of any race), 3% Native American, and less than 3% of "other" groups.

In the figure below, you will see the number of individuals who are Medi-Cal eligible in the county of Mariposa broken down by ethnicity for the FY 18/19. As you can see in figure two there is a large White population within Mariposa County, and a considerable separation between the second largest population of Hispanics.



Economic Landscape

Mariposa County has a wide variety of recreational opportunities available that makes the county one of California's most popular year-round vacation destinations, with Yosemite National Park annually drawing nearly four million tourists from all over the world. As such, tourism is this rural county's main industry. Yosemite National Park and its affiliates are amongst the areas' largest employers.

Mariposa's population is supported by approximately 6,000 wage and salary jobs primarily in the local government and leisure industry. The unemployment rate in Mariposa County is typically higher than the rate state-wide, and currently stands at 5.8%, compared to the California rate of 4.2%. The lack of available jobs leads to higher unemployment, lower median household incomes, and a higher proportion of the population living below poverty, as compared to the state overall. The median household income in Mariposa is $51,385 as compared to $67,169 in the state overall. In such economically challenging conditions, the wellbeing of the County must be

protected against the myriad of negative consequences of poverty. In Mariposa County, 15% of residents live below the poverty level, while 41% live on the edge of poverty.

Geographic Isolation

The county spans approximately 1,450 square miles and residences tend to be spread out. All services are provided in the unincorporated township of Mariposa, with some agencies, including the Health & Human Services Agency, providing limited services to those communities that are geographically removed from the town of Mariposa. The sparse population of the County in relation to its geographic size, coupled with a lack of public transportation infrastructure, results in considerable social isolation.

Coupled with a lack of opportunity, the isolation of the County's residents creates an environment ripe for depression, anxiety, and other mental and behavioral health disorders; this also provides an environment conducive for illegal activities and substance abuse. Additionally, those in need of services face multiple barriers accessing them.

Housing

The 2019 Mariposa County Needs Assessment estimated that 33.5% of homeowners in Mariposa County are "housing burdened", in that they spend 35% or more of household income on housing costs, while renters are spending 38.5%. Furthermore, fair market rent prices have steadily increased over the years for all rental-housing sizes.

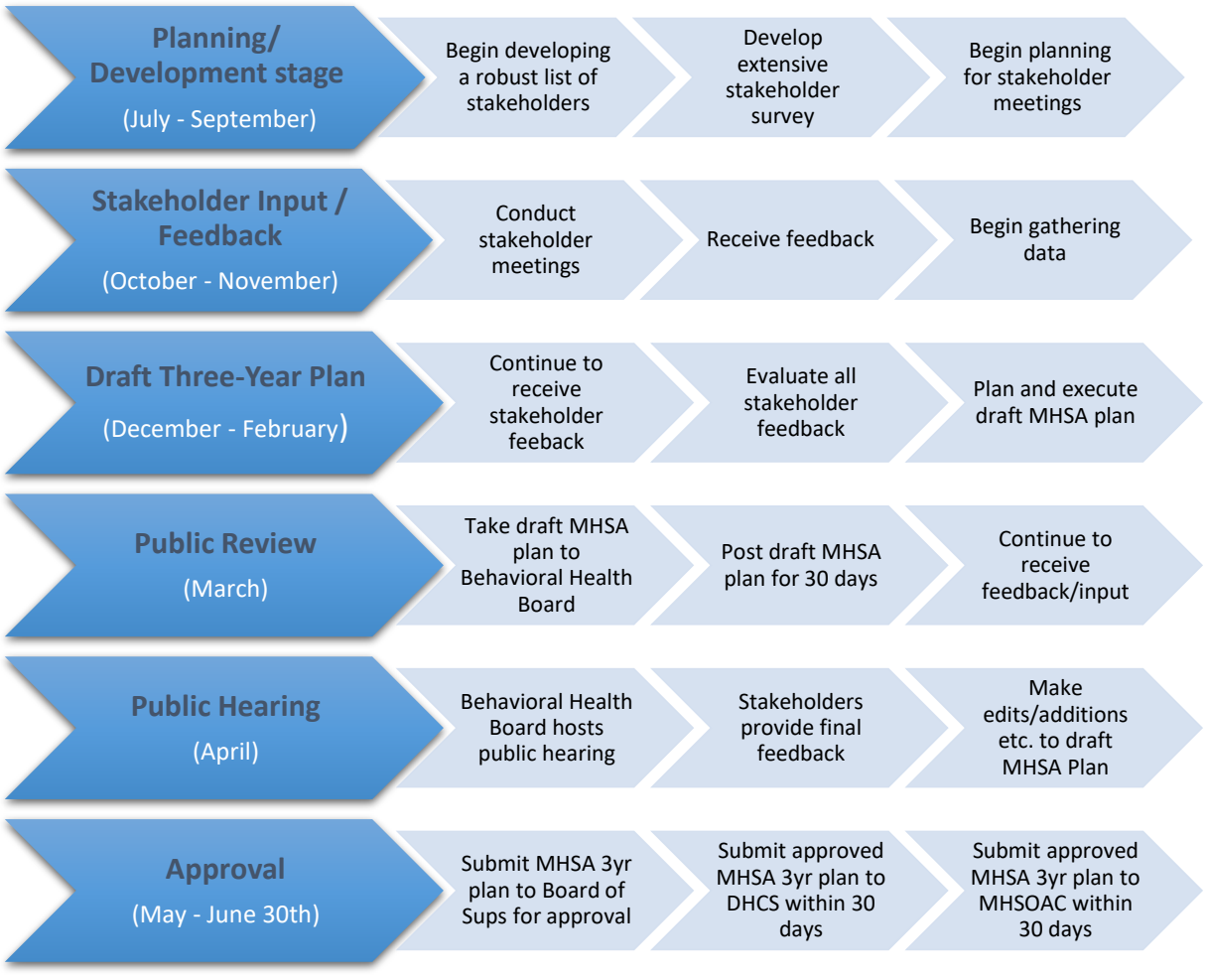
Additionally, the population struggles with housing, food security, access to healthcare and transportation –without basic needs, individuals and families can easily fall into bouts of cyclical poverty. Given the challenging landscape of this County, the wellbeing of our residents must be safeguarded, and opportunities to excel must be maximized.

Community Planning

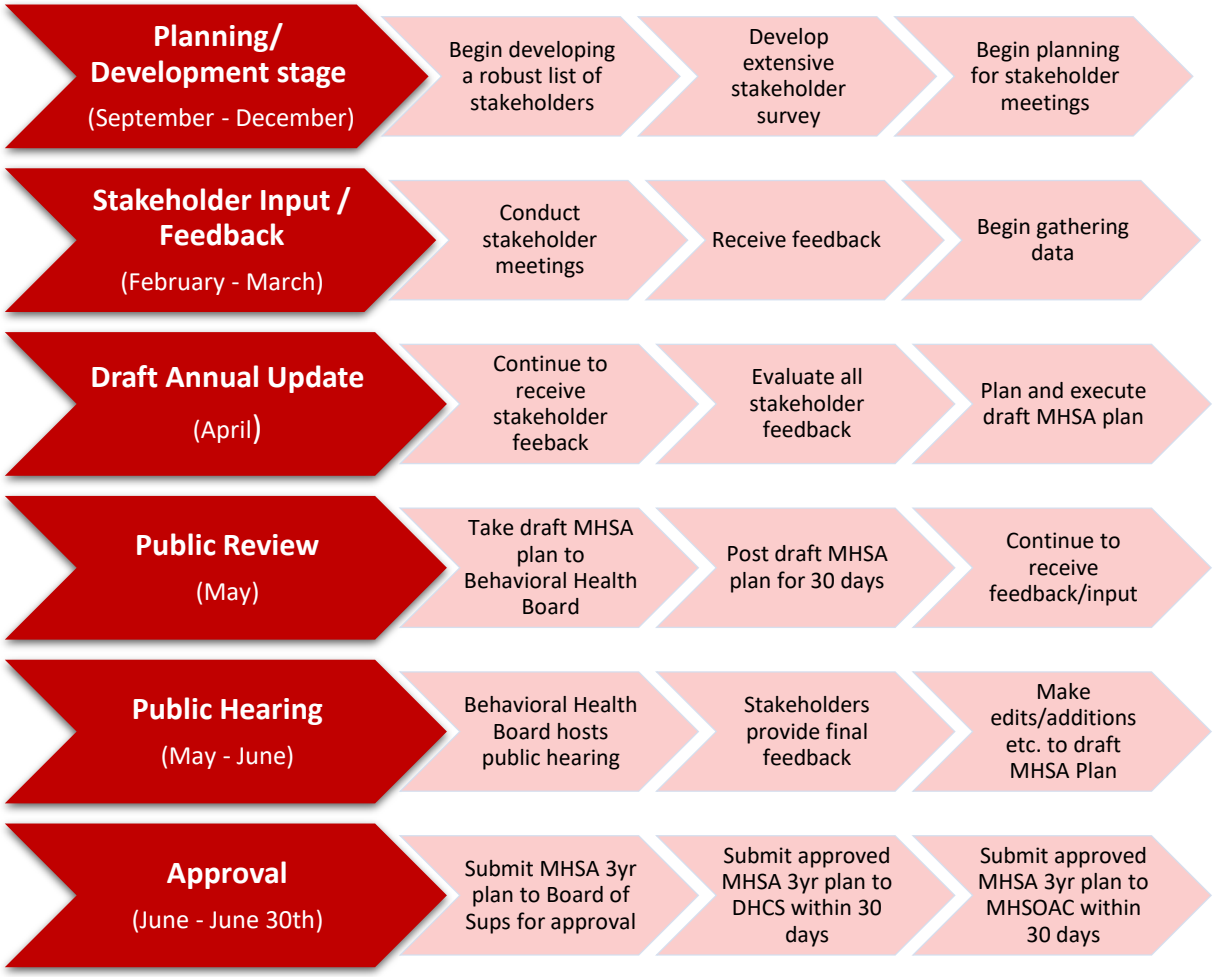
What is a Stakeholder?

A stakeholder is defined by Title 9 as "An individual or entity with an interest in mental health services in the state of California, including but not limited to: an individual with serious mental illness and/or emotional disturbance and/or their families; providers of mental health and/or related services such as physical health care and/or social services; educators and/or representatives of education; representatives of law enforcement; and any other organization that represents the interests of individuals with serious mental illness and/or serious emotional disturbance and/or their families."

Three-Year Planning Process:



Annual Update Planning Process:



2021 Local Review

Stakeholder Input / Feedback:

Feedback was gathered beginning in October 2019 and continued through December 2019. MCBHRS attended 20 different stakeholder groups to provide education and garner feedback. A total of 396 surveys were completed over the three-month period. The surveys were also posted on our Facebook page, and available in all Behavioral Health lobbies.

Feedback was gathered beginning in March 2021 and continued through April 2021. MCBHRS held one virtual stakeholder event to provide education and garner feedback. A total of 50 surveys were completed over the two-month period. The surveys were also posted on our Facebook page, and emailed to community partners.

30 Day Public Comment:

The Draft MHSA 3-Year Program and Expenditure Plan for Fiscal Year 20/21 through Fiscal Year 22/23 was posted for a 30-day public review and comment period from May 15th, 2020 through June 16th, 2020

The Draft MHSA Annual Update for Fiscal Year 2021/2022 was posted for a 30-day public review and comment period from 06/01/2021 through 07/08/2021.

Circulation Methods:

The Draft MHSA Plan was posted throughout the community for 30 days. The plan was posted to the Mariposa County Behavioral Health website, the post office, and the Mariposa County Health & Human Services Facebook page, on May 15th, 2020.

The Draft MHSA Plan was posted throughout the community for 30 days. The plan was posted to the Mariposa County Behavioral Health website, the post office, and the Mariposa County Health & Human Services Facebook page, on 06/01/2021 until 07/16/2021.

Public Hearing:

After the 30-day public review and comment period, a Public Hearing was held by the Behavioral Health Board on June 16th, 2020. A notification of a Public Hearing was incorporated in this Draft MHSA 3-Year Plan, as well as being posted in the local newspaper and on our county website during the 30-day public review and comment period.

- Data for ethnicity breakdown based on penetration data for the fiscal year 17/18, was corrected post public hearing after an error was identified on the draft at the public hearing. The penetration rate for the ‘white’ category and the ‘other’ category were transposed.

After the 30-day public review and comment period, a Public Hearing was originally to be held by the Behavioral Health Board on 07/08/2021, however no members of the public and only one BHB member was in attendance, so the Public Hearing was rescheduled to Friday July 16th at 1:00pm. A notification of a Public Hearing was incorporated in this Draft MHSA 3-Year Plan, as well as being posted in the local newspaper and on our county website during the 30-day public review and comment period. The second public hearing notice was posted on the county website, the post office, library, and all Behavioral Health lobbies.

Board of Supervisors Approval:

The Draft MHSA 3-Year Program and Expenditure Plan for Fiscal Year 20/21 through Fiscal Year 22/23 was presented to the Board of Supervisors for approval on June 16th. Board of Supervisors Approved Plan on June 16th, 2020.

The final draft Annual Update and Expenditure Plan for Fiscal Year 21/22 was presented to the Board of Supervisors for approval on ____. Board of Supervisors Approved Plan on _____.

Notice of Public Hearing Three- Year Plan

NOTICE IS HEREBY GIVEN that the County of Mariposa will conduct a Public Hearing at the meeting of the Mariposa County Behavioral Health Board on June 16th, 2020 at 1:00pm or as soon thereafter as the item can be heard. The "Mariposa County Mental Health Services Act (MHSA) Three-Year plan (2020 – 2023)" will be reviewed during this meeting. The meeting will be held virtually, please join the meeting from your computer, tablet or smartphone by clicking on this link - https://www.gotomeet.me/VirtualRoom11

You can also dial in using your phone: 1 (646) 749-3112
Access Code: 148-692-197

Mariposa County Behavioral Health and Recovery Services (MCBHRS) invites any and all interested persons to attend virtually and review the proposed "Mariposa County Mental Health Services Act (MHSA) Three-Year plan (2020 – 2023)" and to make comments or suggestions.

A draft copy will be available as of May 15th, 2020. The draft of the Mariposa County Mental Health Services Act (MHSA) Three-Year plan (2020 – 2023) can be obtained at the Mariposa County Public Library and on the bulletin board outside the assessor-recorder's office at the County Hall of Records.

An electronic copy is available for viewing and printing on the Mariposa County website at www.mariposacounty.org under the Health & Human Services Department, - Behavioral Health & Recovery Services, - "Mental Health Services Act Information." An electronic copy can be sent via email upon request. Please phone Donya Evans at (209) 966-2000 to request a copy.

We welcome your full participation in the public review process. We encourage interested persons to review and comment upon the proposed plan.

If you have any questions, please phone Donya Evans at (209) 966-2000.

The purpose of the Public Hearing is to provide citizens an opportunity to comment on the proposed activities. If you are unable to attend the Public Hearing, you may direct written comments to Mariposa County Behavioral Health and Recovery Services, P.O. Box 99, Mariposa, CA 95338, or you may telephone (209) 966-2000.

If you plan to attend the virtual Public Hearing and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please contact Donya Evans at (209) 966-2000 to arrange for those accommodations.

The County makes all programs available to all persons regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or disability.

Notice of Public Hearing Annual Update 2021

Mariposa County
Health & Human Services Agency

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the County of Mariposa will conduct a Public Hearing at the special meeting of the Mariposa County Behavioral Health Board on July 8, 2021 at 11:00am or as soon thereafter as the item can be heard. The "Mariposa County Mental Health Services Act (MHSA) Annual Update (2021 – 2022)" will be reviewed during this meeting. The meeting will be held in person at the Board Hearing Room, 5100 Bullion Street, Mariposa, CA, and virtually on Zoom. Please join the meeting virtually from your computer, tablet or smartphone in Zoom Room 910-9207-7878, passcode 808930, or by clicking on this link –

https://zoom.us/j/91092077878?pwd=NlRpMW1xY2U4aDUzL3JnejFkU2lRUT09

You can also dial in using your phone: 1-669-900-6833
Access Code: 808930

Mariposa County Behavioral Health and Recovery Services (MCBHRS) invites any and all interested persons to attend virtually or in person to review the proposed "Mariposa County Mental Health Services Act (MHSA) Annual Update (2021 – 2022)" and to make comments or suggestions.

A draft copy of the Mariposa County Mental Health Services Act (MHSA) Annual Update (2021 – 2022) will be available as of June 1, 2021.

An electronic copy is available for viewing and printing on the Mariposa County website at www.mariposacounty.org under the Health & Human Services Department, - Behavioral Health & Recovery Services, - "Mental Health Services Act Information." An electronic copy can be sent via email upon request. Please email Laura Glenn at lglenn@mariposacounty.org to request a copy.

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The purpose of the Public Hearing is to provide citizens an opportunity to comment on the proposed activities. If you are unable to attend the Public Hearing, you may direct written comments to Mariposa County Behavioral Health and Recovery Services, P.O. Box 99, Mariposa, CA 95338, or you may telephone (209) 966-2000.

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Health & Human Services Agency
Healthy. Safe. Thriving.

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the County of Mariposa will conduct a Public Hearing at the special meeting of the Mariposa County Behavioral Health Board on July 16, 2021 at 1:00 p.m. or as soon thereafter as the item can be heard. The "Mariposa County Mental Health Services Act (MHSA) Annual Update (2021 – 2022)" will be reviewed during this meeting. The meeting will be held in person at the Health & Human Services Mariposa Room, 5362 Lemee Lane, Mariposa, CA, and via teleconference. Please join the meeting in-person or by calling the numbers below.

You can dial in using your phone: 1-310-372-7549 or 1-800-201-7439
Conference Code: 423074

Mariposa County Behavioral Health and Recovery Services (MCBHRS) invites any and all interested persons to attend virtually or in person to review the proposed "Mariposa County Mental Health Services Act (MHSA) Annual Update (2021 – 2022)" and to make comments or suggestions.

A draft copy of the Mariposa County Mental Health Services Act (MHSA) Annual Update (2021 – 2022) will be available as of June 1, 2021.

An electronic copy is available for viewing and printing on the Mariposa County website at www.mariposacounty.org under the Health & Human Services Department, - Behavioral Health & Recovery Services, - "Mental Health Services Act Information." An electronic copy can be sent via email upon request. Please email Laura Glenn at lglenn@mariposacounty.org to request a copy.

We welcome your full participation in the public review process. We encourage interested persons to review and comment upon the proposed plan.

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The purpose of the Public Hearing is to provide citizens an opportunity to comment on the proposed activities. If you are unable to attend the Public Hearing, you may direct written comments to Mariposa County Behavioral Health and Recovery Services, P.O. Box 99, Mariposa, CA 95338, or you may telephone (209) 966-2000.

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The County makes all programs available to all persons regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or disability.

Stakeholder Input & Feedback

Local Stakeholder Process:

Three Year Stakeholder Process 2020 -

Mariposa County Behavioral Health and Recovery Services (MCBHRS) engaged in a robust stakeholder process, providing education, and receiving input and feedback from stakeholders on the next three years of MHSA.

MCBHRS relies on stakeholders to inform and direct the MHSA programs. Below you will find a comprehensive list of stakeholders. Participants were presented with an informative presentation regarding the MHSA and feedback was gathered on perceived gaps in mental health services available in the county.

Surveys with educational information and questions were also posted on the MCBHRS Facebook page to engage more individuals, and to ensure that those who want to have a voice have an opportunity to express it.

Stakeholder Group	Date
Mariposa County Behavioral Health Board	10/02/2019
MCBHRS – All Staff meeting	10/03/2019
Connections Homeless Shelter	10/09/2019
Mariposa County Sheriff's Office (Commanders only)	10/30/2019
Men's Bible Study	11/04/2019
Wellness Center	11/04/2019
Sheriff's Department (Deputies)	11/06/2019
HHSA Eligibility Unit	11/06/2019
Veterans Fair	11/08/2019
Mercy Ambulance	11/12/2019
Area 12 Agency on Aging	11/12/2019
Ethos	11/13/2019
Senior Center	11/14/2019
School Board	11/14/2019
Community Corrections Partnerships	11/15/2019
School District	11/20/2019
Living Free Initiative	11/21/2019
John C. Fremont Hospital (Senior Staff)	11/26/2019
Yosemite National Park Leadership	12/04/2019
Local Area Child Care Planning Council	12/09/2019
Posted to our Facebook Page	10/15/2019
Posted to our agencies intranet	10/16/2019
Surveys available at all HHSA lobbies and MCBHRS website	10/1/19 - 12/13/19

Annual Update Stakeholder Process 2021 -

Mariposa County Behavioral Health and Recovery Services (MCBHRS) held a virtual stakeholder meeting on Friday April 2nd, 2021 at 12:00pm and presented to the Behavioral Health Board on May 1st, 2021 at 12:30pm.

The virtual stakeholder meeting was advertised on our Facebook page. The virtual stakeholder meeting allowed participants an opportunity to learn more about MHSA, and the current programs and initiatives that are being offered. Stakeholders were also asked to provide any input and feedback on the programs for this next fiscal year (2021/2022).

MCBHRS relies on stakeholders to inform and direct the MHSA programs. Participants were presented with an informative presentation regarding the MHSA and feedback was gathered on perceived gaps in mental health services available in the county.

Surveys with educational information and questions were also posted on the MCBHRS Facebook page to engage more individuals, and to ensure that those who want to have a voice have an opportunity to express it.

MCBHRS in coordination with the Behavioral Health Board (BHB) hosted a public hearing on 07/08/2021, however only one member of the BHB and no members of the public attended so this meeting was rescheduled and hosted on 07/16/2021.

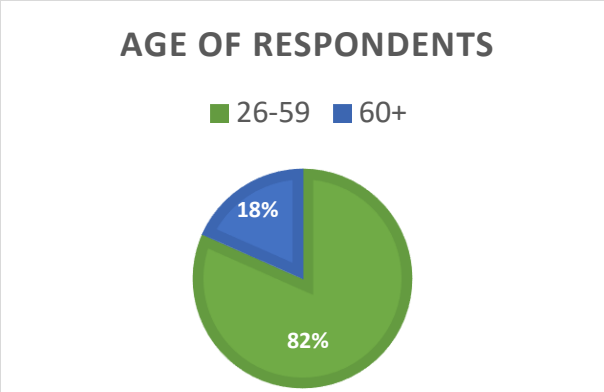
Stakeholder Description:

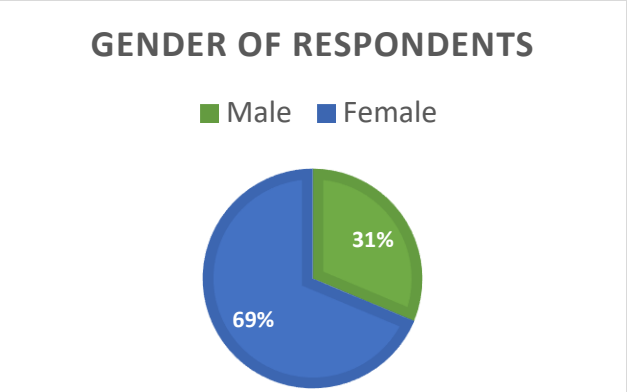
Three Year Stakeholder Description 2020 -

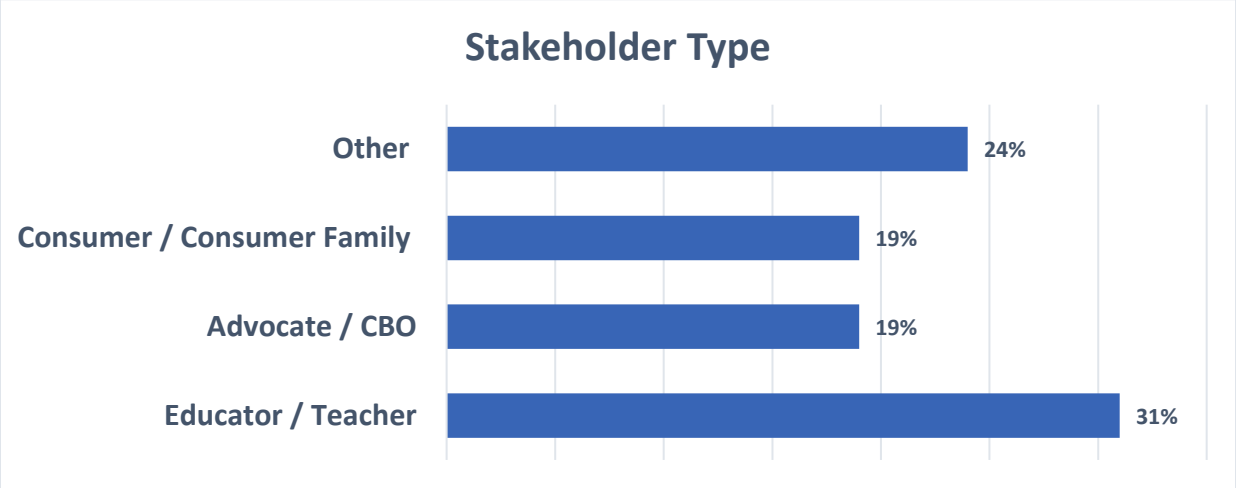
There was a total of 396 respondents to the stakeholder survey, below reflects some demographic information of the respondents. Most respondents were either between the 26-59 age group or in the 60+ age group. Thirty-one percent of respondents identified as male, while 69% identified as female.

In addition to the demographic information listed below, an overwhelming amount of respondents identified their primary language as being English, and 83% of respondents identified their ethnicity as being White or Caucasian similarly mirroring the county demographics.

It appears that the largest stakeholder group was comprised of educators / teachers, with 31%. Consumer / Consumer Family Member's represented 19%, and Community Based Organization / Advocates represented 19%.







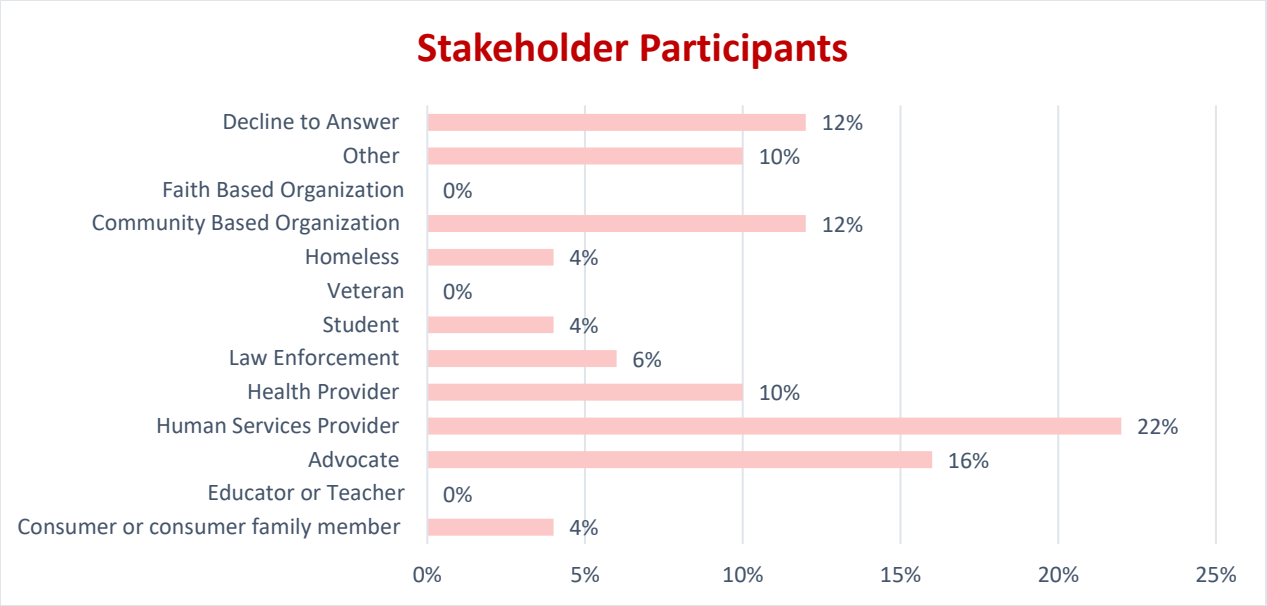
Annual Update Stakeholder Description 2021 –

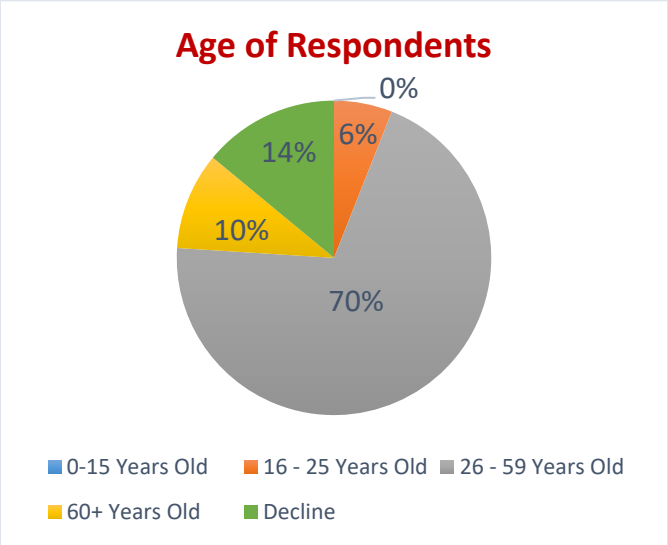
There was a total of 50 respondents to the stakeholder survey, below reflects some demographic information of the respondents. The majority of the respondents were between the age of 26 – 59 years of age. 64% identified as female, while 14% identified as being male, and 22% of respondents declined to provide a gender.

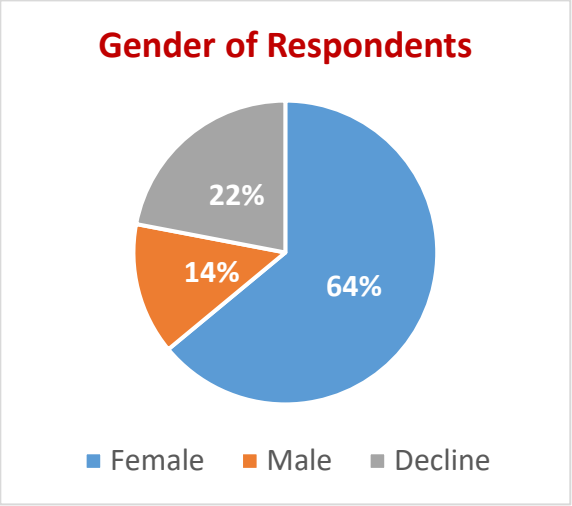
In addition to the demographic information listed below, and overwhelming number of respondents identified their primary language as being English (94%), and 48% of respondents identified their ethnicity as being White or Caucasian and 28% declined to identify an ethnicity.

The stakeholder groups were comprised of Human Service providers (22%), advocates (16%), Community based organizations (12%), and 12% of participants declined to provide an answer.

While no one identified themselves as a veteran, 10% of respondents did answer ‘yes’ when asked if they were a veteran, while 74% indicated ‘no’, and 16% declined to answer the question.





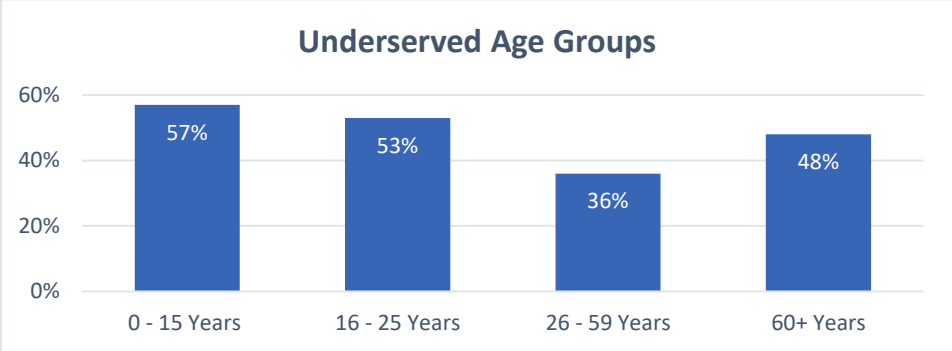


Stakeholder Results:

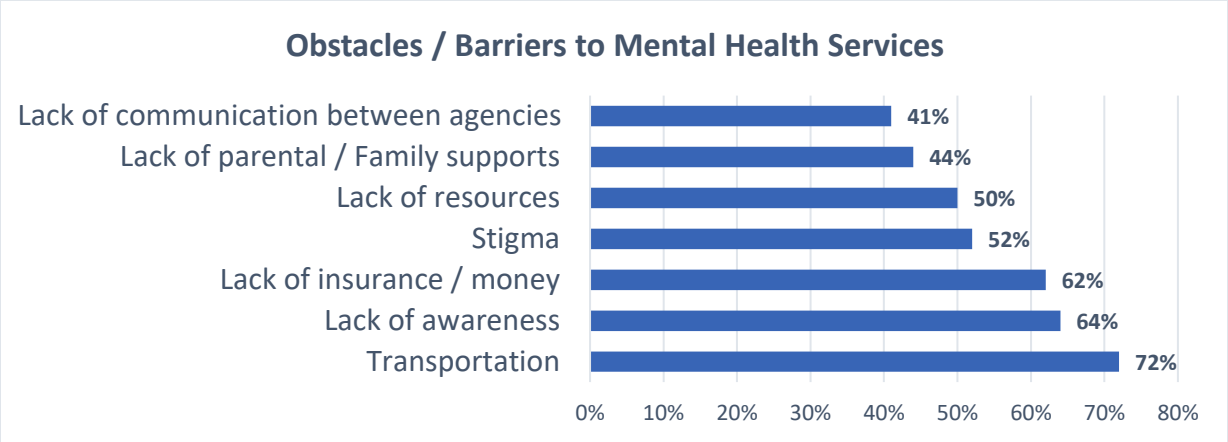
Three Year Stakeholder Results 2020-

Stakeholders were asked which behavioral health services had been the most helpful to the community. Among the seven PEI programs currently funded, the school-based counseling program was found to be the most helpful, by 71% of the respondents. In addition, over half the respondents (53%) indicated the Crisis/TRAC team was helpful, followed closely with 45% of respondents finding the suicide prevention hotline the most helpful.

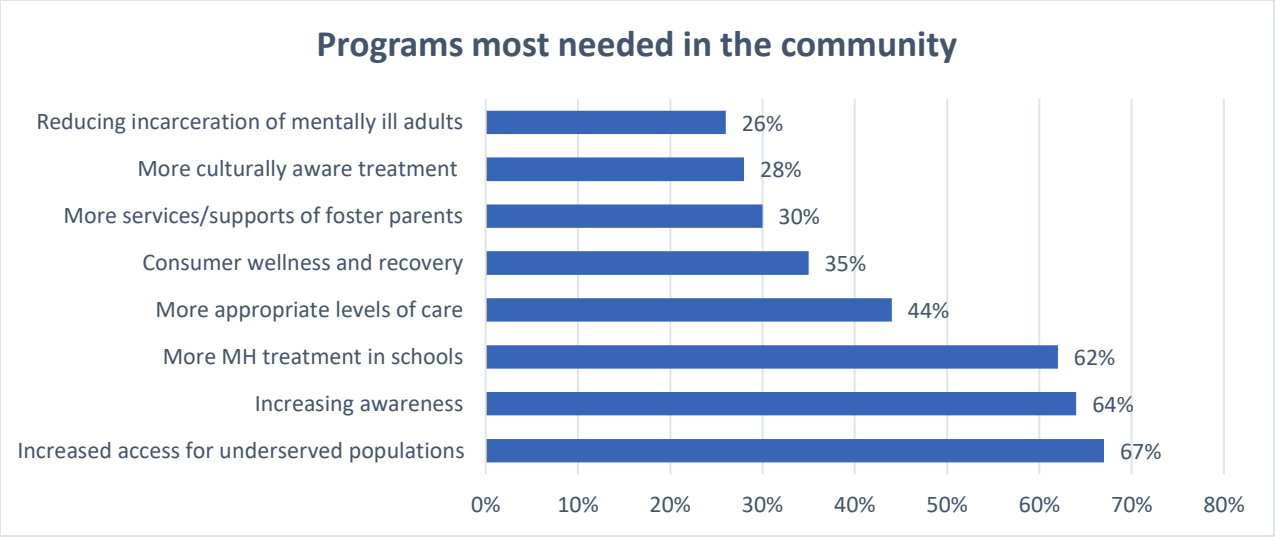
Stakeholders were asked what age groups are underserved in the community when it comes to mental health services. Fifty-Seven percent of respondents identified the 0 – 15 age group as the most underserved in the community, followed second with 53% of respondents identifying the 16-25-year age group as underserved. Thirty-six percent of respondents felt that the 26-59-year age group remains underserved, and 48% of respondents felt that the 60+ age group is underserved in the community.



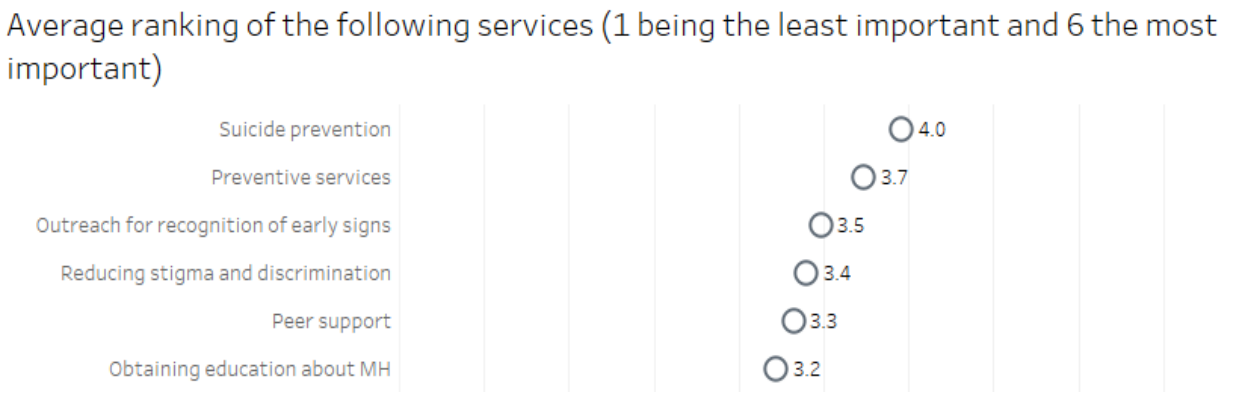
Additionally, stakeholders were asked to identify some obstacles or barriers that make it challenging to receive mental health services in the community. While all the barriers listed in the survey received considerable endorsement from respondents, the most common obstacle or barrier that the survey respondents reported was transportation (72%), followed by lack of awareness (64%), lack of insurance/money (62%), stigma (52%), and lack of resources (50%). Relatively fewer respondents reported lack of parental or family support (44%) or lack of communication between agencies (41%) as barriers against receiving mental health. *Note: The sum of percentages are bigger than 100% as respondents were allowed to choose multiple answers.*



Stakeholders were then asked what type of mental health related activities, programs, or services are most needed in the community. The top three services that were identified as a greatest need in the community were: increased access to mental health treatment for underserved populations (67%); 64% indicated a need for more information on mental health and increasing awareness; and 62% indicated a need for more mental health services in schools. *Note: The sum of percentages are bigger than 100% as respondents were allowed to choose multiple answers.*



Next, the respondents were asked to rank the services listed below by the most to least important. In the figure below, the average of the rankings was calculated and presented by service. On average, suicide prevention was considered the most important, followed closely by preventative services. Obtaining education about mental health and peer support were considered relatively less important than others on average.

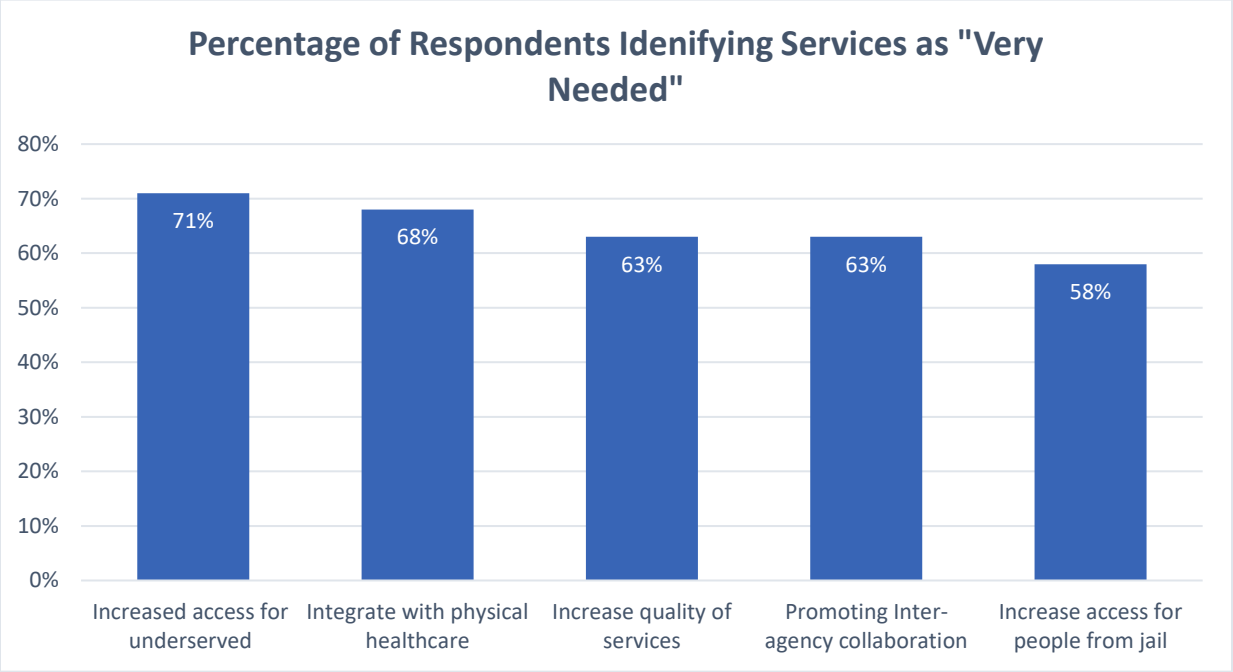


Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

Finally, stakeholders were asked to rank the following as either not needed, somewhat needed, neutral, or very needed. Stakeholders were asked to rank the following statements:

1. Individuals released from jail need increased access to mental health service.
2. Increasing access to mental health services for underserved populations.
3. Promoting inter-agency collaboration, in terms of mental health service.
4. Increase the quality of mental health services, including measurable outcomes.
5. More integrated mental health and physical healthcare services.

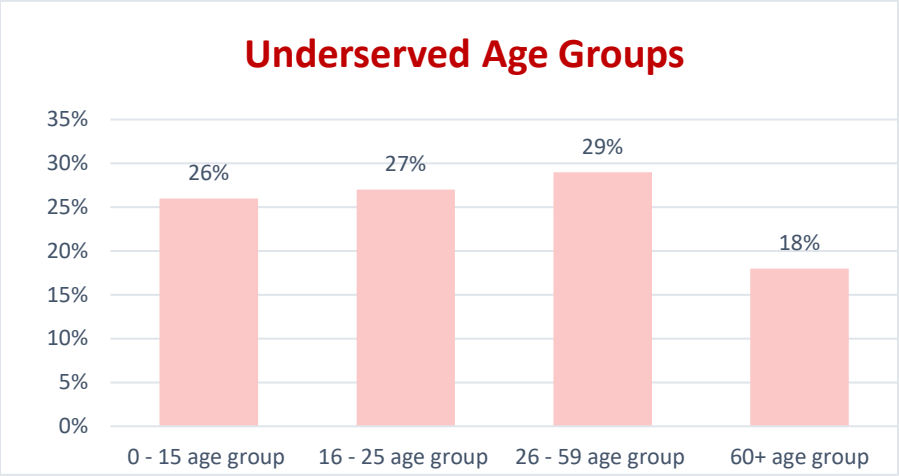
The following graph summarizes the percentages of respondents who indicated each activity as very needed. Overall, the majority of statements were indicated to be very important with all ranking more than 50%. Seventy-one percent of respondents felt that increased access for underserved population was the most needed, followed by 68% of respondents indicating that integration with physical healthcare is much needed. *Note: The sum of percentages is bigger than 100% as respondents could choose multiple answers.*

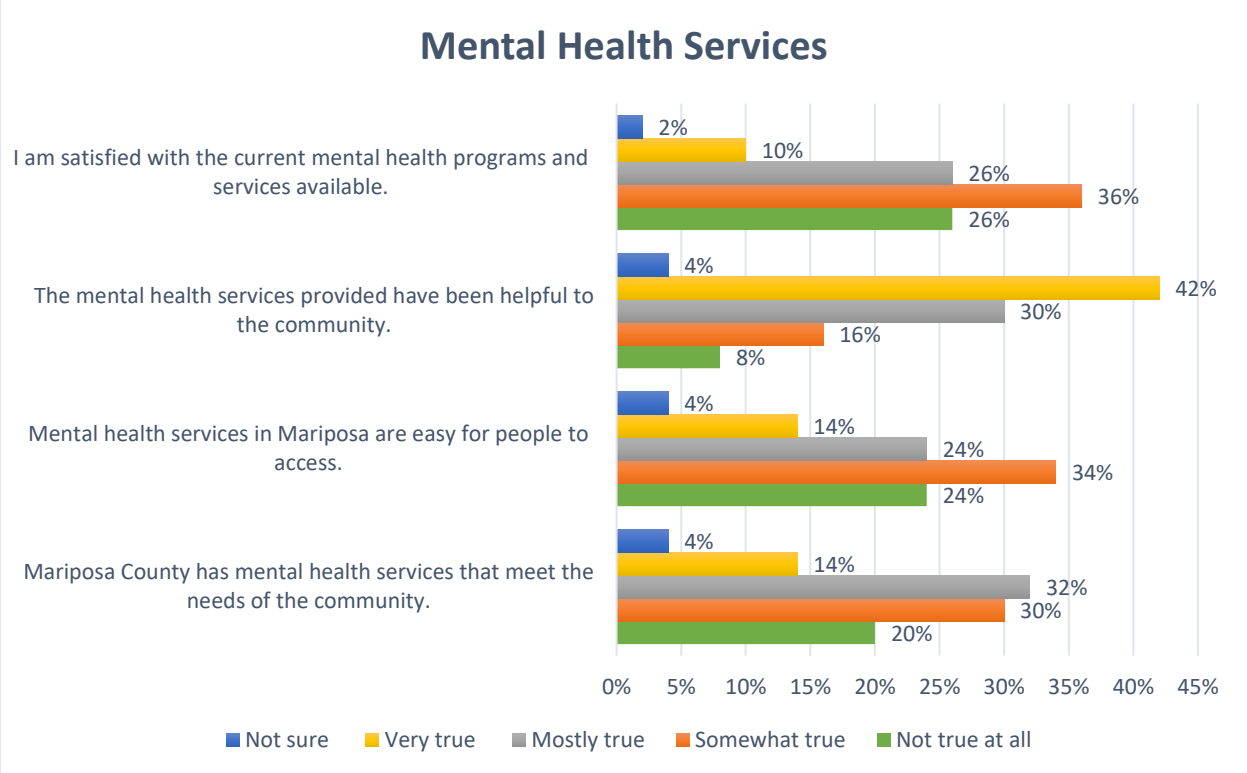


Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

Annual Update Stakeholder Process 2021 –

Stakeholders were asked which age groups did they feel are the most underserved in the community, 29% indicated that the 26 – 59 age group, while 27% indicated the 16 – 25 age group, 26% indicated the 0 – 15 age group, and 18% felt the 60+ age group was the most underserved.





Participants were also asked how true certain comments about mental health in the community (not true at all, somewhat true, mostly true, very true, and not sure). The statement “Mariposa County has mental health services that meet the needs of the community” lead to the following results. Thirty-two percent felt the statement was mostly true, while 30% found the statement somewhat true, 20% stated it was not true at all, 14% said it was very true, and 4% were not sure.

Participants were then asked how true they found the following statement, “Mental health services provided have been helpful to the community.” Forty-two percent of participants found the statement very true, 30% found the statement mostly true, 16% felt it was somewhat true, 8% found the statement not true at all, and 4% were unsure.

Additionally, they were asked how true they found the following statement, “Mental health services in Mariposa are easy for people to access.” Thirty-four percent found the statement somewhat true, 24% found the statement mostly true, while the same percentage found the statement not true at all. Fourteen percent felt the statement was very true, and 4% felt the statement were not sure.

Lastly, participants were asked how true the following was, “Mariposa County has mental health services that meet the needs of the community.” Thirty-two percent found the statement mostly true, 30% found it somewhat true, 20% found the statement not true at all, 14% felt the statement was very true, and 4% were unsure.

Participants were asked to list some mental health activities, programs or services that have been the most helpful to the community, the following were stated:

- Yosemite National Park Counselor
- Exercise and community events
- Counseling
- 24/7 crisis response
- Having wellness centers for activities, yoga, dance, meditation.
- Case Managers in the school
- Dual diagnosis treatment
- Psychiatric services
- Groups for social anxiety
- Outreach to homeless communities
- Stigma reduction

Secondarily, participants were asked to share their thoughts on how some services could be done better. The following responses were captured:

- Expansion of services in Yosemite National Park
- Open wellness centers
- More providers
- More psychiatrists and counseling to help adults in Yosemite National Park
- Hire culturally competent, bilingual counselors
- Group physical fitness classes and more in person counseling
- Consistency with mental health providers
- More outreach to communities
- Less clinician changes, more stability with a provider
- More services for children age 0-6.
- Community support for isolation

- Transportation
- Housing programs and assistance
- More face to face services
- Programs for special needs kids

Substantive Comments:

- Three Year Substantive Comments 2020 -
  - "More mental health first aid at the apartments in town. Important for everyone to know this information."
  - "More information on services the county has for dementia."
  - "More services for the homeless"
  - "More secure areas at the hospital for reducing homeless exposure. Homeless showing up to admit to the hospitals at night."
  - "A North County Wellness Center."
  - "More outreach to Yosemite Park including Aramark."
  - "Expand services to park employees."
  - "Improve med clinic services in Yosemite."
  - "Wellness Center opportunities in Yosemite."
  - "Transportation."
- **Annual Update Substantive Comments 2021 –**
  - Broadcasting services that are available to Yosemite National Park residents.
  - Create a wellness center in Yosemite National Park.
  - The programs in place before the pandemic were good, and the addition of programs during the pandemic have been good, but not publicized enough.
  - Mariposa County needs a psychiatric hospital.
  - Mariposa County has a progressive approach to providing the much-needed services for the community.
  - Like that the mental health services are expanding into community-based organization.
  - More education to parents of children with illnesses.
  - More preventative services like youth groups.
  - A clearer process and more consistent.
  - More staff.
  - There is a strong and caring mental health team.
  - Full-Service Partnership programs are not detailed enough, although this represents the major expenditures per year. The budget breakdown for CSS only separates out children and adult programs, which characterizes the types of clients rather than the programs. In comparison, the worksheet for the smaller PEI component shows seven sub-components.

- The “medi-cal age distribution” uses unequal age-range categories (e.g. 18-20, 55-64) and looks at trends over only 12 months.

MHSA 2020 – 2023 Overview

Mariposa County received our first MHSA funds in 2005, and we have continued to cultivate and refine these programs since. Mariposa County Behavioral Health and Recovery Service's goal is to support clients in achieving wellness in as many life domains as possible. Below you will find a list of programs that are aimed at targeting community needs identified through the stakeholder process. *(Updates for the 2021/2022 fiscal year are provided below in red).*

Community Services and Supports (CSS):

- **Full Service Partnerships (FSP)**
  - Adult's and Children's' Services
- **General System Development (GSD)**
  - Wellness Center
  - Peer Support – Wellness Center

Prevention and Early Intervention (PEI):

- **Prevention Component**
  - Yosemite National Park Counselor
- **Early Intervention Components**
  - School Services
- **Stigma Discrimination & Reduction Component**
  - Mariposa Minds Matter
- **Outreach for increasing recognition**
  - Mental Health First Aid
- **Suicide Prevention**
  - Central Valley Suicide Prevention Hotline
  - School Suicide Prevention
- **Access and Linkage Component**
  - Small County - OPT Out

Innovation (INN):

- *No current INN projects*
- FY 2021/2022 - Currently in the stakeholder process to begin developing two innovation programs:
  - Virtual Reality
  - Psychiatric Advance Directives – Multi-County Collaborative

Workforce, Education, and Training (WET):

- *No current WET projects*
- FY 2021/2022 - Currently in development with the central valley region group to implement the following:
  - Undergraduate College and University Scholarships.
  - Clinical Master and Doctoral Graduate Education Stipends
  - Loan Repayment Programs.

- MCBHRS is still working out the funding for these programs and will provide an update to this plan once finalized.

Capital Facilities / Technology (CFTN):

- *No current CFTN projects*

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2020 Community Needs Assessment

Assessment of Mental Health Needs:

A survey, conducted as part of the 2019 Community Health Needs Assessment indicated that community members had greatest health concerns around access to care, jobs, behavioral/mental health, substance use, and housing.

Throughout the stakeholder process, stakeholders overwhelmingly identified a need for increased access to mental health services for the underserved populations, more information about increasing awareness and more mental health treatment in the school systems. This three-year plan has programs that support the needs identified by the community.

Identification of Issues:

Mariposa County ranks 42 out of 58 counties in Health outcomes, representing how healthy counties are within the state, with the healthiest ranked at #1. Rankings are based on two types of measures: how long people live and how healthy people feel while alive.

As part of the county wide 2019 needs assessment, respondents were asked to indicate on a 4-point scale the degree to which a series of issues was an unmet need in their community. Answer choices were as follows: (1) not a need in the community, (2) This is a need in the community, (3) This is an important need in the community, (4) this is a very important need within the community. Children's mental health services was ranked over all at a 3, indicating that this remains an important need within the community. This is also reflected throughout the stakeholder process as school aged youth was identified as the most underserved population in the county.

Mariposa County's Community Health Improvement Plan states that "without appropriate interventions, behavioral health concerns and addictions can rob individuals of quality of life, with ripple effects for families and across generations." Coupled with the stakeholder feedback through the three year community planning process for 2020-2023 MHSA plan, indicates a multitude of barriers to receiving services, like lack of transportation, lack of awareness of programs, stigma, and lack of money and/or insurance suggests there are still efforts that need to be made to promote wellness within the community.

Mariposa County's 2019 Community Health Assessment asserts, "Specific behaviors – whether or not people use tobacco, eat a healthy diet, are physically active, use drugs and alcohol, or have unprotected sex – can have a profound effect on health outcomes. Helping individuals avoid addictive behaviors, promoting healthy behaviors and habits, and advocating for policies that make healthier behaviors easier and more accessible are all ways that Mariposa County can improve health outcomes for its residents." Accessibility was also identified through the three-year community planning process for

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2020 -2023 MHSA plan, with 71% identifying an increase in access for underserved populations as being “very needed.”

A lack of mental health services and supports, can often times lead to an increase in: suicide among youth, violence in schools and communities, bullying and harassment, recidivism of victimization, self-harm behavior, family dysfunction and stigma, drug use for self-medication, while at the same time lead to a decrease in: reporting child abuse and neglect, self-regulation, advocacy in the home, legal and school environment, and a lack of accessing other community resources.

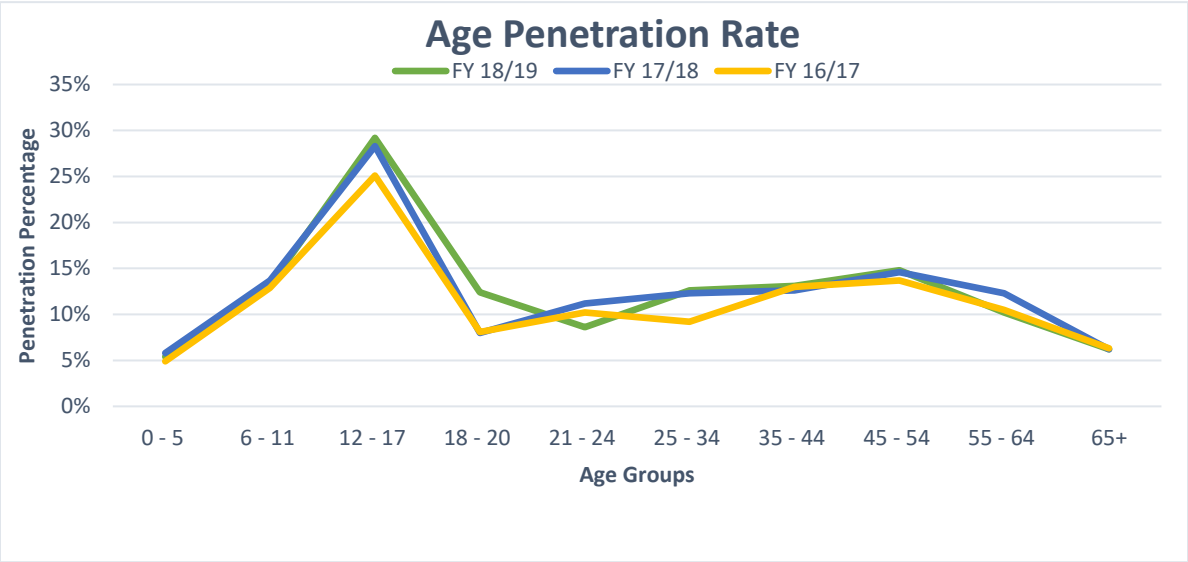
Untreated mental illness does not go away on its own; without treatment it is likely some may feel isolation, which can often lead to instability in activities of daily living, making it difficult to live independently. When unable to live independently, the need for a higher level of care, such as a licensed 24-hour care facility, acute psychiatric hospitalization, or an Institution for Mental Diseases (IMD), increases. The three main areas of concern of untreated mental illness are homelessness, hospitalization, and incarceration.

Utilization Breakdown:

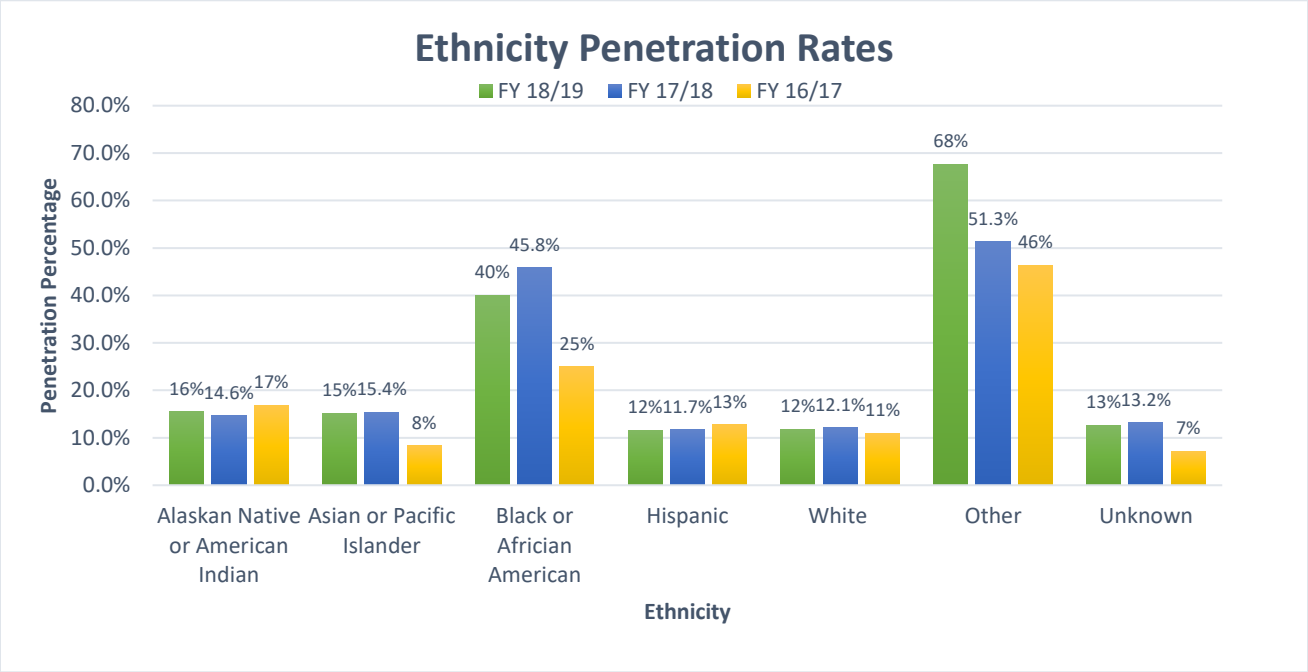
Mariposa County Behavioral Health and Recovery Services strives to try to reach individuals of all ages, ethnicities, and languages. Of the total Medi-Cal population in Mariposa County, the number of people accessing services for FY 18/19 hovered around 12.5%.

This penetration data shows what percentage of the Medi-Cal eligible population received services. The data represented below is based on Mariposa County Penetration Rates for the past three fiscal years: FY 18/19, FY 17/18, and FY 16/17.

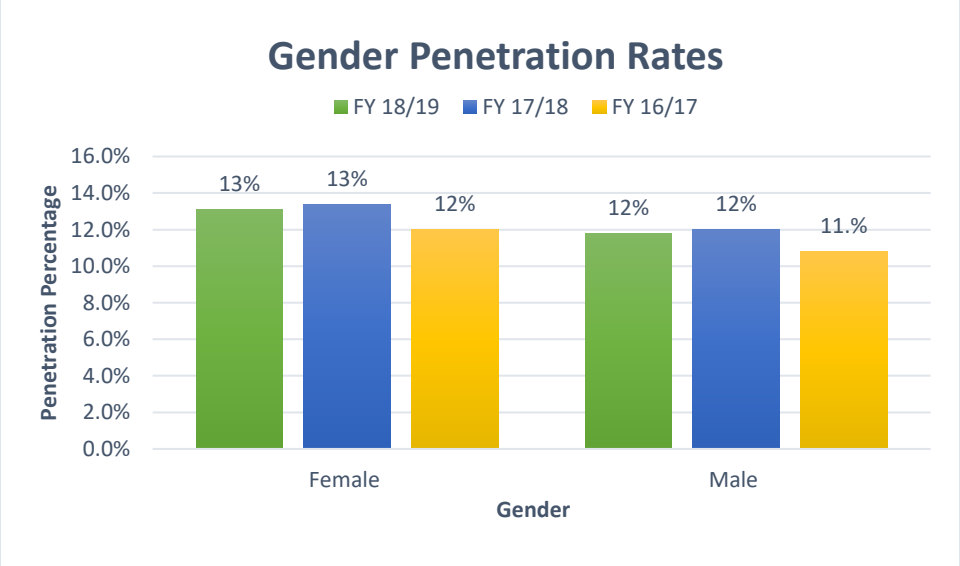
Age - Mariposa County penetration rates for fiscal year 2018/2019 demonstrates in the graph below that two lowest penetration rates are for children aged 0 – 5 and for adults over the age of 65.



Ethnicity - The graph below depicts the penetration rates for the last three fiscal years. White and Hispanic populations are the most prevalent in our county, coupled with the lowest penetration rates for FY 18/19, illustrated in the graph below, indicates these individuals are underserved.

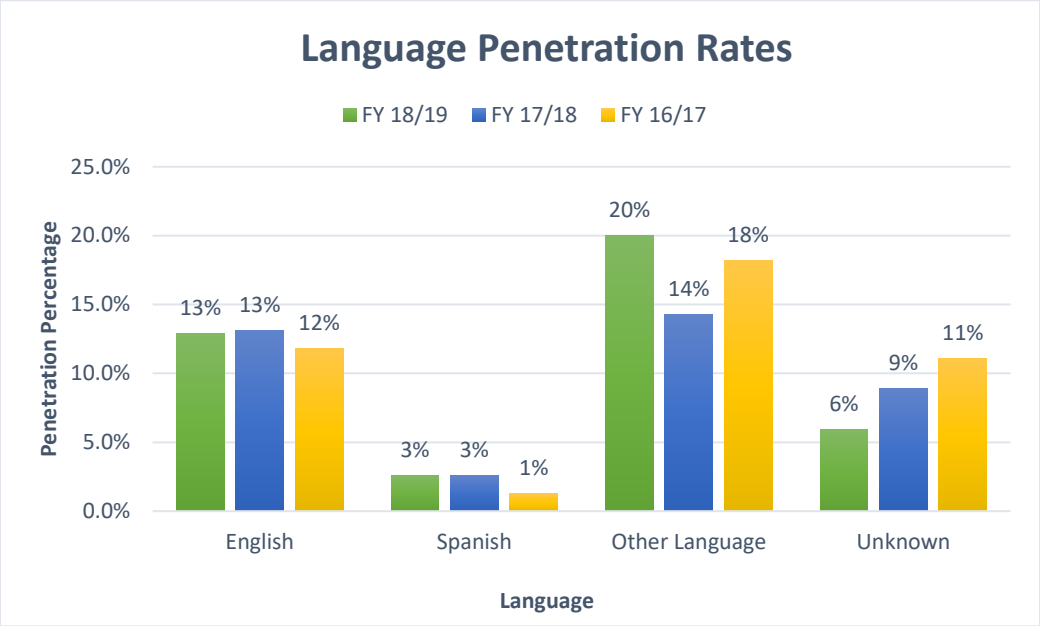


Gender - The graph below shows that there is a slight discrepancy in the number of males reached versus women over the last three fiscal years.



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Language- The graph below indicates that the penetration rate for the Spanish speaking population remains low across three fiscal years.



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Community Services and Supports (CSS)

Fiscal Year 2020 – 2021	Fiscal Year 2021 – 2022	Fiscal Year 2022 – 2023
$ 1,405,829	$ 1,405,829	$ 1,405,829

What is Community Services and Supports?

Community Services and Supports (CSS) overarching purpose is to ensure seriously mental ill individuals have access to all necessary mental health services. This is provided through outreach and direct services for children, transitional aged youth, adults and older adults with a serious mental illness.

Proposed Programs within Community Services and Supports (CSS):

- **Full-Service Partnerships (FSP's)**
  a. Adult Services
  b. Children Services
- **General Systems Development (GSD)**
  a. Wellness Center
  b. Peer Support at the Wellness Center

County's Capacity to Implement:

Based on the recent Workforce, Education, and Training (WET) assessment, several ethnic groups are appropriately represented by the current workforce, however, it appears more effort needs to be made in recruiting staff that identify as Native American, as zero percent are currently represented in current staffing. Mariposa County Behavioral Health Services (MCBHRS) contracts with the American Indian Council to provide mental health services to the Native American population. These contract providers were not included in workforce data listed above. More work needs to be done to determine what other races or ethnicities are being served that fall into the Multi/Race or Other category.

Although there is not a large number of staff members proficient in other languages, the majority of consumers are proficient in English, with only the occasional need for Spanish and ASL interpretation. MCBHRS accommodates this need by contracting with a certified ASL interpreter and a tele-interpreter language line. MCBHRS has available to all participants the tele-interpreter service that includes all languages, and staff participate in an annual training to utilize this service.

The MCBHRS Cultural Competence Committee, consisting of MCBHRS employees and community partners brings awareness of different cultures as well as identify barriers or gaps to receiving services.

One of the strengths of MCBHRS, is the career ladder within behavioral health division. A client may enter services and become employed as a Peer Support, moving on to the position of a Mental Health Assistant III through time and experience.

There are limitations to the county workforce as turnover has been an issue, in part due to the housing shortage in the county. This has created barriers to implementing services. The county has been working to support affordable housing development.

Additionally, as in all helping professions, burnout can be an issue. Providing secondary trauma trainings & self-care trainings is one way Health and Human Services Agency (HHSA)
has attempted to address this.

Mariposa HHSA has also increased pay for positions through the WET funding that have been identified as hard to fill. Several MCBHRS supervisors hosted a booth at the California Marriage and Family Therapist (CMFT) training and in San Francisco in an effort to recruit more licensed staff members. One major effort MCBHRS has made is to become identified as a student loan forgiveness site to aid staff in applying for student loan forgiveness, if employed by MCBHRS.

Another barrier to implementing the proposed programs and services continues to be the lack of client transportation in the county and the lack of stable housing. To address these issues, HHSA will be hiring staff to provide transportation to assist clients in getting to their appointments. This is also being addressed with the implementation of tele-health services to more effectively meet the need of the clients. MCBHRS will continue to look into all possibilities to promote more affordable housing for the community.

The stigma within the community is also a barrier to individuals reaching out for support and assistance. The Mariposa Minds Matter Committee (funded out of PEI) was formed within the community to address reducing the stigma within the community.

Full-Service Partnerships (FSP)

Adult's Unit

Children's Unit

Program Description:

Mariposa County Behavioral Health and Recovery Services (MCBHRS) has been building the infrastructure of the Children's Unit and Adult's Unit since the original plan was adopted in 2005. Strides have been made in fully implementing the Recovery Model through support and training for staff. The goal is to continue to provide best practice services for our clients by supporting ongoing staff development.

The Full Services Partnership (FSP) program assures that clients and their families receive individualized, intensive services and supports. All ages will be served with client and family driven FSP's that are culturally responsive. The program includes the team approach for all FSP clients, brought about by the successful Innovation project on team meetings.

The Children's Unit provides mental health services aimed to reduce functional impairments in children and youth to increase a sense of empowerment, well-being, and optimism. The FSP program for youth is individually designed to fully wrap the youth in services. Therapeutic Behavioral Sciences (TBS) can be provided for short-term intensive targeted behavior modification. This is an addition to the intensive programs and if determined through the teaming approach.

A Personal Care Coordinator, (Mental Health Assistant III) will be assigned to the case and will be the youth's point of contact throughout the duration of the FSP program. The Mental Health Assistants are trained to facilitate team meetings to identify the needs, concerns, and identify supports through a collaborative approach to development of an action plan with measurable goals.

The Adult Unit will provide a variety of services to meet the needs of the clients and their families. The Adult Unit will continue to use the Adult Team Meeting (ATM) model with monthly meetings for all adult and older adult FSP clients. Strengths assessments and personal recovery plans will be developed during the ATM's to support client in reaching their goals. During these meetings, family members, when appropriate and endorsed by the client, will be invited to attend to support clients in meeting their personal recovery goals. This will allow for psycho-education, awareness of mental health symptoms and how-to best support loved ones.

Transitional Housing will continue to support three to five clients a year allowing them to gain valuable skills to live independently. Skills to be obtained through Transitional Housing are basic adult living skills and household budgeting. Case Management will support clients learning about and obtaining employment or volunteer opportunities to gain independent living skills.

Proposed Activities:

All youth and transitional aged youth FSP participants will be provided with the array of services to best fit each child's needs, including but not limited to: In Home Based Services to redirect participants in school, home and community settings; Intensive Care Coordination; Case Management to provide linkage to services and access to resources; Individual rehab to teach skills for daily living; Individual therapy to focus on symptom reduction and improvement of functional impairments; and Family Therapy to improve family dynamics, based on individuals need and family voice and choice.

All adult and other adult FSP participants will be provided with ATM's and a variety of other services tailored to the need of the individual. These services include intensive case management, individual rehabilitation, medication services, individual and group therapy.

ATM's will increase the coordination, direction, and organization of client service. These meetings will allow for family members and significant others to learn effective ways to support the clients. Case management services will increase clients' abilities to obtain needed services and resources to reduce their mental illness and increase their access to care. Individual rehabilitation will assist clients in learning skills to remain or gain independent living skills. Medication services will increase clients' understanding of the risk and benefits of medication in order to make informed decisions about their care. Individual and group therapy will encourage clients in developing strategies to reduce the impacts of mental illness on their functioning.

Individuals Served:

The FSP program is expected to serve up to 30 individuals annually and this number is expected to maintain the same over the next three fiscal years.

Age Category	Percentage Served
Children aged (0 – 15)	13%
Transitional aged youth (16 – 25)	15%
Adults aged (26 – 59)	57%
Older adults aged (60+)	15%

**** Due to the extremely small numbers, the estimated number served in each age group, gender and ethnicity are presented as percentages.*

Gender	Percentage Served
Male	58%
Female	42%

Ethnicity	Percentage Served
Cuban	0%
Mexican / Mexican American	4%
Not Hispanic	92%
Other Hispanic / Latino	4%
Puerto Rican	0%

Budget:

Children's Services is estimated to spend $436,149.00 per fiscal year. This number is estimated to remain the same over the next three fiscal years. This is funded with both MHSA funds and Medi-Cal reimbursement funds.

Adult's Services is estimated is spend $926,816.00 per fiscal year. This number is estimated to remain the same over the next three fiscal years. This is funded with both MHSA funds and Medi-Cal reimbursements funds.

**The above amounts are budget estimates based on MHSA revenue projections. The actual expenditures may be lower or higher depending on the actual MHSA revenue received in these future years.*

FY 2021/2022 Annual Update:

For the 21/22 fiscal year, Children's services will continue to serve children and youth through our FSP program. The focus is to increase Intensive Care Coordination (ICC) services to send the message to the children and families we serve, that using an integrative approach that is client centered, strength based, and trauma informed treats the whole person promoting overall wellness. The need to increase ICC comes at a time where individuals in Mariposa County experiences a recent natural disaster, the Mono Windstorm, which resulted in property and home damage in addition to the loss of employment and other ill effects of the COVID-19 pandemic.

For the 21/22 fiscal year, the Adult unit will continue with the same goal which is to offer and complete adult team meetings for every FSP client, using a combination of virtual and in-person sessions. To meet the challenge that MCBHRS encountered with the previous year, a Mental Health Assistant will be designed to facilitate all team meetings. To ensure coordination and client care, the facilitator will be an objective party to the case and not the current case worker. This approach has been effective in other units and agencies and we anticipate this will be a success as well. MCBHRS will continue to provide mental health services as described above to clients with severe mental illness.

The number of individuals served, and the budget remains the same for the 2021/2022 fiscal year.

General System Development (GSD)

Wellness Center

Program Description:

The Mariposa Wellness Center aims to improve the mental health and overall wellness of Community Members. The Wellness Center provides a supportive and safe environment where participants who are 18 years and older can engage in activities provided by the Mariposa County Behavioral Health and Recovery Services (MCBHRS).

The Center provides social engagement as well as skill building activities to address daily living, job skills, budgeting, and creative expressions. Members have the opportunity to receive support, take classes, or teach a class (with permission and supervision), while meeting others on the path to improving the quality of their lives.

Members will have the opportunity to engage in structured programming including, but not limited to the following:

- Creative Expression
- Psycho-Education Classes
- Relaxation and Stress Management
- Job Readiness Skills
- Employment Development Assistance
- Financial/Budgeting/Saving
- Resource connection & referrals
- Peer Support
- Shared Life Experiences
- Volunteer Program
- Socialization
- Recreation and Exercise
- Community Activities
- Skill Building
- Health/Nutrition/Hygiene

The Mariposa Wellness Center operates by empowering members and providing support by forming meaningful relationships. The Center is aimed at facilitating personal growth.

The Wellness Center is staffed by one full time Mental Health Aid with lived experience regarding mental health and wellness to serve as a role model and mentor.

Proposed Activities:

Activities of the Wellness Center include daily living activities, including but not limited to: cooking, food shopping, budgeting, job training, job searching, stress management, communication skills, relaxation techniques, yoga, art classes and crafting, creative writing, and others which help to expand and enhance learning and expressive opportunities for those who may not have had such opportunities. The Wellness Center

also provides an environment where individuals can receive support and validation in an open and nonjudgmental manner.

Individuals Served:

The Wellness Center currently serves an average of 8 individuals per day and is open Mondays, Tuesdays, and Wednesday from 1pm to 5pm. The Wellness Center has the capacity to serve 12 individuals per day.

Budget:

MCBHRS estimates spending $7,500.00 on the Wellness Center each fiscal year. This number is expected to remain the same over the next three fiscal years.

**The above amounts are budget estimates based on MHSA revenue projections. The actual expenditures may be lower or higher depending on the actual MHSA revenue received in these future years.*

FY 2021/2022 Annual Update:

Prior to the COVID-19 pandemic, the Wellness Center was open Monday through Wednesday 1:00pm – 5:00pm and served on average 8 individuals per day. At one point, MCBHRS expanded to a separate centralized location to increase the hours of operation. Unfortunately, due to the COVID-19 pandemic and shutdown, to slow the spread our Wellness Center has been closed until it can safely re-open.

MCBHRS will re-open the Wellness Center using a combination of virtual and in person sessions, with the goal of resuming activities Monday through Wednesday 1:00pm - 5:00pm. Through the pandemic, we recognized an increase in desire for personal connection in the community. MCBHRS will continue to follow the guidelines recommended from the CDC for in person operations. MCBHRS is still planning on the “grand re-opening” date. Once decided, MCBHRS will advertise through social media, the local newspaper, and other advertising streams so that the community can join in celebrating the return to Wellness Center Activities.

MCBHRS has also added one day a month in the North County (Coulterville) area for the Wellness Center.

The proposed activities, individuals served, and the budget reaming the same this coming fiscal year.

General System Development (GSD)

Peer Support at Wellness Center

Program Description:

The Mariposa Wellness Center activities are developed and implemented by a Peer Support Partner. The Peer Support also facilitates and co-facilitates groups. As relationships build, the Peer Support can then provide support in FSP services as needed. This program was initially funded through the Workforce, Education, and Training (WET) component, and with its continued success, will continue to be funded through CSS. This has proven to be a successful venture as our Peer Supports were able to take over much of the operations of the Wellness Center and established a core group of consumers.

As part of Mariposa County's overall MHSA strategy to establish and incorporate a Peer Support team, we will encourage peers to pursue the National Mental Health America certification.

The Wellness Center is a program that serves all community members regardless of participation in mental health. The Wellness Center is open to anyone over the age of 18. The peer support aid that runs the Wellness Center can provide a wealth of knowledge and information about county mental health, facilitating referrals to mental health when necessary. This program allows for improved access to services for those who make the step toward recovery by first starting at the Wellness Center, then being encouraged to seek services at MCBHRS if needed.

Forty-two percent of respondents during the most recent (2020-2023) three-year plan stakeholder surveys, found the wellness center and peer supports to be helpful to the community. MCBHRS proposes continuing this program into the next three years 2020 – 2023.

Individuals Served:

This staff member is expected to serve up to 12 individuals daily during the operation of the wellness center. The peer support position is allocated for one individual at 60% full-time equivalent.

Budget:

MCBHRS estimates spending $35,364.00 on the Peer Support position each fiscal year. This number is expected to remain the same over the next three fiscal years.

**The above amounts are budget estimates based on MHSA revenue projections. The actual expenditures may be lower or higher depending on the actual MHSA revenue received in these future years.*

FY 2021/2022 Annual Update:

MCBHRS had one full time permanent Peer Support Specialist that created an environment that was welcoming and supportive to the Wellness Center participants. During the COVID-19 pandemic this individual was promoted, leaving this position vacant as has been the pattern so far.

MCBHRS is in the process of hiring for the Peer Support Specialist to have this position filled during this next year. The Peer Support will participate in the MHFA training for children and adults upon hire and will be supervised by a Licensed Practitioner of the Healing Arts who will provide support and encouragement as they navigate this role. The Peer Support will prepare and lead activities at the Wellness Center, as well as provide some direct care services. MCBHRS continues the perspective of the Peer Support Specialist position as part of the career ladder which offers additional promotions up to the Mental Health Assistant III through time and experience.

Prevention and Early Intervention

Fiscal Year 2020 – 2021	Fiscal Year 2021 – 2022	Fiscal Year 2022 – 2023
$ 374,000	$ 374,000	$ 374,000

What is Prevention and Early Intervention?

Prevention and Early Intervention (PEI) programs are partially intended to prevent a serious mental illness by promoting strategies that reduce risk factors. Additionally PEI programs are designed to improve timely access to services and to provide a better understanding of recognizing early signs of mental illness. The PEI programs are made up of six components. Title 9 of the California Code of Regulations defines these six components below.

Early Intervention: "Treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes that may result from untreated mental illness."

Prevention: "A set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors. The goal of this program is to bring about mental health including reduction of negative outcomes as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average and as applicable, their parents, caregiver, and other family members."

Outreach for Increasing Recognition of Early Signs of Mental Illness: "A process of engaging, encouraging, educating, and/or training, and learning from potential responders about ways to recognize and respond effectively to early signs of potentially severe and disabling mental illness."

Access and Linkage to Treatment: "A set of related activities to connect children with severe mental illness, and adults and seniors with severe mental illness, as early in the onset of these conditions, to medically necessary care and treatment, including, but not limited to, care provided by county mental health programs."

Stigma and Discrimination Reduction: " The County's direct activities to reduce negative feelings, attitudes, beliefs, perceptions, stereotypes and/or discrimination related to being diagnosed with a mental illness, having a mental illness, or to seeking mental health services and to increase acceptance, dignity, inclusion, and equity for individuals with mental illness, and members of their families."

Suicide Prevention: "Organized activities that the County undertakes to prevent suicide as a consequence of mental illness. This category of programs does not focus on or have intended outcomes for specific individuals at risk of or with serious mental illness."

Proposed Programs within Prevention and Early Intervention (PEI):

Early Intervention:
School Services

Prevention:
Yosemite National Park Counselor

Outreach for Increasing Recognition of Early Signs of Mental Illness:
Mental Health First Aid

Stigma and Discrimination Reduction:
Mariposa Minds Matter Task Force

Suicide Prevention:
Central Valley Suicide Prevention Hotline (CVSPH)
School Suicide Prevention

Access and Linkage to Treatment:
Small County – opt out

PEI Community Planning Process:
The community planning process for the PEI component was included in the three-year plan stakeholder process. This section of the MHSA three-year plan includes information on what PEI means and the components that fall under PEI. This document should also serve to inform stakeholders of the requirements of PEI.

Stakeholders will be involved in all phases of the PEI programs from planning, implementing, and evaluation. Stakeholders will also be presented with outcome data once they become available, to ensure they are well informed and involved in the monitoring stage of projects.

All programs funded by PEI will reflect and be consistent with all applicable Mental Health Services Act General Standards set forth in Title 9 California Code of Regulations, Section 3320.

Early Intervention

School Services – Counseling Services

Program Description:

MCBHRS proposes to fund early intervention services in the schools intended to bring about mental wellness aimed at measuring the reduction of prolonged suffering through the following programs;

After School Peer Mentoring Program – Implementation of an After-School Peer Mentoring Program aimed at educating at risk high school youth grades 10 -12 on the fundamentals of psychology and psychotherapy, then have them act as peer mentors for at risk youth grades 7-9. This peer mentoring model will aim to empower and decrease symptoms of the upper-grade level at risk youth by having them first learn the material, then take a leadership role in teaching it to the lower-grade level youth. Lower-grade level youth will benefit from this model as well, due to the fact that they will not internalize it as potentially another lecture from an authority figure, but rather from someone like them, that they can connect and relate to.

Lunch Program – Provider will offer a Lunch-Time program that would take place 2x per week. This program would include active participation and engagement through physical activities and games geared toward mental health. Staff will also help to increase awareness on the effectiveness of engagement in physical activities by inviting participants to rate their mood before and after each activity. Activities may include but are not limited to: sports (volleyball, softball, kickball), arts and crafts, board games, group games/activities.

Teacher Training – Provider will also offer teacher/staff training 4x per year. These trainings would aim to educate staff on the implementation of conflict resolution in the classroom. The goal of this training series would be to identify at risk youth and surround them with support in the classroom, decreasing the number of students being sent out of class. Staff would be trained on identifying and eliminating current shame-based discipline within the classroom setting to decrease the frequency and intensity if emotional/behavioral symptoms in the classroom. Staff would be trained on health conflict resolution by increasing knowledge of conflict resolution skills and engaging in the training activities outlined in Hacking School Discipline: 9 Ways to Create a Culture of Empathy & Responsibility Using Restorative Justice by Nathan Maynard and Brad Weinsten. This part of the program would be geared towards teachers who do end up kicking students out of class and would help to provide health conflict resolution and reintegration into the classroom.

Individuals Served:

The target population are students between the ages of 13-18 who have a family history of neurological, behavioral, socioeconomic, and environmental challenges. Staff will

work to identify students that fall into the high-risk category. The expected number to be served for each program are listed below.

- **After School Peer Mentoring Program –** 50 individuals each fiscal year
- **Lunch Program –** 100 individuals each fiscal year
- **Teacher Training –** 15 to 30 individuals each fiscal year

Outcomes and Indicators:

Targeted negative outcomes include, but are not limited to anxiety, depression, ADHD, ODD, conduct disorder, anger, suicidal/homicidal ideation, and stress resulting in negative behaviors at school.

These programs will include these evidence-based practices: cognitive behavioral therapy, dialectical behavioral therapy, mindfulness based stress reduction, emotional freedom technique, and non-violent communications.

After School Peer Mentoring Program and Lunch Program - The objectives of the program include, but are not limited to: learning and practicing positive ways of coping as seen by increasing knowledge of positive coping skills by 3 (from baseline); practicing journaling as seen by increasing engagement in mindful journaling engagement by 1x per week for 10 minutes (from baseline); learning and practicing relaxation techniques as seen by increasing engagement in Mindfulness Based Stress Reduction exercises by 15 minutes 1x per week (from baseline); identifying and challenging irrational thoughts and patterns of symptoms/behaviors as seen by increasing psycho-education on CBT/DBT and engaging in CBT/DBT based exercises by 20 minutes 1x per week (from baseline); learning and practicing healthy communication skills as seen by increasing psycho-education in non-violent communications (NVC) and engaging in NVC exercises by 10 minutes 1x per week (from baseline); learning and practicing self-monitoring as seen by increasing psycho-education on mindfulness based stress reduction and the mind/body connection and engaging in related exercise by 15 minutes 1x per week (from baseline); and reducing the frequency and intensity of symptoms as seen by decreasing student participant PHQ-9 and GAD-7 symptom severity scores by 1 degree in each category (from baseline) from program start date. If student participant initial reports having little to no interest in doing things nearly every day, services would aim to get their response to decrease 1 degree, shifting it to more than half the days weekly, by the next evaluation.

The program goal will be to stabilize emotional/behavioral functioning in student participants. Program activities may include, but are not limited to: psycho-education therapeutic techniques (building rapport, active listening, reflecting, holding space), psycho-education on therapeutic theory (CBT, DBT, mindfulness Based Stress Reduction, Non-Violent Communication, and Emotional Freedom Technique, psycho-education on coping skills that aim to reduce stress (mindfulness, journaling, breathing techniques, healthy communication, emotional freedom technique), interactive games related to mental health, and peer mentoring processing sessions.

The PHQ-9 and GAD-7 assessments will be administered to each program participant in the after-school program 4x per year to assess for potential risk, as well as progress being made. A decrease in severity of symptoms between survey 1-2 and 2-3 and 3-4. These self-report assessments will demonstrate program effectiveness. The after-school program clinical team will meet upon completion of the survey collection to analyze data and measure effectiveness of program resources.

Teacher Training- The objectives of this training program includes decreasing frequency and intensity of emotional behavioral symptoms in the classroom by decreasing ineffective disciplinary action and replacing them with healthy conflict resolution skills. Objectives of this training would also include, learning and practicing healthy conflict resolution as seen by increasing knowledge of conflict resolution skills by 5 (from baseline).

Budget:

MCBHRS estimates spending $151,000.00 on the school services each fiscal year. This number is expected to remain the same over the next three fiscal years.

**The above amounts are budget estimates based on MHSA revenue projections. The actual expenditures may be lower or higher depending on the actual MHSA revenue received in these future years.*

FY 2021/2022 Annual Update:

Due to COVID-19, and schools shutting down for a period, this program initially had a slow start as programs needed to be revamped. This upcoming fiscal year (2021/2022) there have been some proposed changes to the existing plan to better serve the youth outside of the school setting. The 2021/2022 program has been modified in a way that COVID restrictions will not hinder the ability to offer the programs.

Enrichment programs – This is an array of programs that will be offered for students grades 6 – 12th who have been identified as being at risk due to reported history of neurological, emotional/behavioral, socio/economic, and environmental challenges. In coordination with the Mariposa County Unified School District (MCUSD) students who fall into this at-risk category will be identified and referred to these programs. Due to the COVID-19 pandemic, the location of the programs may vary depending on restrictions being implemented by the school district.

To enroll in the enrichment programs, students will be screened to identify the most appropriate students for each of the programs listed below. The goal is to identify students in need using the school personnel and staff presence on campus. A check in program will be utilized two days a week on campus (barring no COVID-19 restrictions prohibit this) to survey the population and refer students to appropriate programs utilizing the PHQ-2, GAD-2, and the Adverse Childhood experiences (ACE) Assessment. To qualify, students must have an ACE score of at least 4 (6 for Sacred Rok) or be reporting symptoms of stress (anxiety, depression, etc.); or a score of at

least 3 or more on the PHQ-2 and/or the GAD-2; or showing academic decline that could be due to social/emotional challenges. According to the Centers for Disease Control (CDC) individuals with four or more categories of childhood exposure to adversity, compared to those who had experienced none had four to twelve times increased likelihood for increased health risks for alcoholism, drug abuse, depression, and suicide attempts; and a two to four times more likely for increased smoking, poor self-related health, more than 50 sexual intercourse partners, and sexually transmitted diseases; and 1.4 to 1.6 times more likely to have a decrease in physical activity and severe obesity.

Targeted negative outcomes include, but are not limited to anxiety, depression, PTSD, ADHS, ODD, conduct disorder, anger, suicidal/homicidal ideations, and stress resulting in negative behaviors at home and school. Early childhood experiences with trauma has proven to exacerbate mental, physical, and emotional issues as adults. A large part of our county's youth has experienced a number of traumatic events in their young lives and are at risk for issues throughout their lifetime. The ACES survey will also be used to identify youth that are at risk of developing mental health issues.

Enrichment programs may include, but are not limited to:

- Self-Esteem Building:
  - Self-defense and somatic therapy will be used as a medium for heath and healing. The program is geared towards cultivating self-esteem and victimization rehabilitation through teaching the empowering tools of self-defense, setting boundaries through assertive communication, body language and posture, to help students process and release the challenge and/or traumas of victimization they've endured and learn to cope positively.
  - Activities include, but are not limited to psycho-education on stress reduction (mindfulness, journaling, breathing techniques, healthy boundaries, and empowered communication skills), and somatic therapy techniques that help students to increase awareness of how their past challenges are showing up in their minds and bodies as stress and tension, and learn how to use esteem building physical exercise as a tool for releasing stored trauma. Students will learn how to identify somatic sensations and emotions, so that they can have an increased awareness of how they are feeling.
  - This program is expected to serve 30 students annually.
- Psychology Skills Course:
  - This program will be provided for identified at risk youth that are struggling to engage with teachers, family members, and/or peers in a healthy and productive manner. The group course content will include psychology skills, healthy communication, implementation of healthy coping skills, peer-mentoring, and problem solving/resolution techniques.

- Activities include, but are not limited to: psycho-education on therapeutic techniques (building rapport, active listening, reflecting, holding space), psycho-education on therapeutic theory (CBT, DBT, Mindfulness based stress reduction, and non-violent communication), interactive games related to mental health, and peer-mentoring processing sessions.
- This program is expected to serve 30 students annually.

- Horse Therapy:
  - Horse Therapy will be used as a medium for health and healing. The program is geared towards cultivating increased awareness and using the powerful horse/human connection to help students process and release the challenges they've been harboring and learn to cope positively.
  - This program will include mindfulness-based stress reduction while working with the horses. Students will learn to connect to their breath and use it as an indicator of what is going on for them mentally and emotionally. Students will learn that changing their breathing patterns can improve their mental and emotional states. Students will learn to use their breath as a coping skill to down regulate their nervous system when facing fearful or challenging situations. Once students learn to do this with a horse, they will be able to do this in other areas of their lives as well. Learning this important skill can help improve current mental health issues, as well as prevent future symptoms from emerging.
  - This program is expected to serve 30 students annually.
- Yoga - Increasing Awareness:
  - Yoga will be used as a medium for health and healing. This program will be open to all students that fall within the 6-12th grade requirement and will be used to help screen students experiencing emotional/behavioral challenges that may benefit from the other enrichment programs. The program is geared towards increasing awareness of the mind/body connection, teaching healthy coping/life skills, and decreasing mental health challenges in the identified student population.
  - Program activities may include but are not limited to psycho-education on stress reduction, somatic therapy, and cognitive behavioral techniques that help students to increase awareness of the mind/body connection. If students can increase awareness of how their thoughts influence their emotions and somatic sensations, they can learn to mindfully choose a healthy way to resolve their negative thoughts and emotions.
  - This program is expected to serve 60 students annually.
- Sacred Rok – Psycho-education:
  - Outdoor exploration will be used as a medium for health and healing. This program is geared towards cultivating increased awareness using mindfulness-based practices to help students process and release challenges and learn to cope positively.

- To qualify for this program, students must have an ACE score of at least a six and be reporting severe symptoms of mental illness or showing severe academic decline that could be due to social/emotional challenges.
- Program activities may include but are not limited to psycho-education on nature and stress reduction. Interventions (such as mindfulness based stress reduction, journaling, breathing techniques, meditation, and direct connection to nature) and self -care (identifying emotional needs and learning how to tend to those needs in a respectful and compassionate manner will be incorporated into the Sacred Rok program. This program will teach youth to respect nature, in an effort to learn how to start to respect and nurture themselves and others. Sacred Rok believes that building a safe and nurturing community can help to break the cycle of violence and trauma that has taken place in many of young youths' lives. The program will guide students through identifying the natural calming and nurturing effects of nature through psycho-education, direct contact with nature, hiking, mindfulness-based stress reduction exercises, and discussion/processing around gained insights as they pertain to personal development.
- This program is expected to serve 18 students annually.

The goal of these enrichment programs is to address conditions early in its manifestation, to curb the decline in functioning and promote wellness in the youth of Mariposa.

For each program listed above students will participate in mental health check-ins before and after each session where students will be led in a mindfulness based body scan that will help them to identify how they are doing mentally, emotionally, and physically. Each program will be operated from a strength-based and trauma informed perspective. Conflict resolution and de-escalation techniques will be utilized during each activity if necessary.

Enrichment program curriculum will be created and directed by a Licensed Mental Health Clinician. All program curriculum will be presented by a Licensed Mental Health Clinician or a Mental Health Professional directly supervised by the Licensed Mental Health Clinician. All Mental Health Professional Staff will have a master's level education allowing them to guide mental health activities under the direct supervision of a Licensed Mental Health Clinician. Psychotherapy will only be proved by a Board approved Mental Health Professional.

Partnering agencies (Sacred Rok instructor, Horse Program instructor, Self-Esteem building instructor) will be working within their professional area of expertise and not providing mental health services. All partnering agency staff will have to attend an extensive training program provided to ensure their ability to provide a positive environment free of re-traumatization.

The PHQ-2 and the GAD-2 assessment tools will be utilized before and after each session to collect and track anxiety and depression in addition to collecting data pertaining to youth demographics. Longitudinal tracking of these assessments will help determine the effectiveness of the program.

The outcome/indicator for this program is to measure and see a decrease in the severity of depression and anxiety as indicated by a lower score on the PHQ-2 and the GAD-2.

Student Check-ins – This program will be geared towards grades 9 – 12th. It will be provided to students based on being identified by MCUSD as needing or requesting further services. These services can be provided in person privately, in a community setting, in a group, on school campus, or even virtually. The PHQ-2 and the GAD-2 assessment tools will be utilized before and after each session to collect data pertaining to the youth demographics and to track depression and anxiety, in addition to collecting data pertaining to youth demographics.

This program also includes an aspect of teacher/student conflict resolution and classroom re-integration (as proposed in the original three-year plan listed above). This program will be provided by a master's level mental health staff person and will be supervised by a Licensed Mental Health Clinician.

This program is expected to serve 192 one-time student contacts, and 40 students who require ongoing contacts.

The outcome/indicator for this program is to measure and see a decrease in the severity of depression and anxiety as indicated by a lower score on the PHQ-2 and the GAD-2.

Teacher/Staff Trainings – This program is a training series geared towards helping teachers learn the best practices for resolving conflict in the classroom, building positive relationships with students, and creating strength-based classroom environments using trauma informed care and principles. This training series will help teachers learn practical skills that will help them learn to reduce disruptions and acting out behaviors in the classroom and to ultimately reduce the number of students who are kicked out of class and sent to the principal's office. This program will start with one initially training, then possible follow up three months later.

This program is expected to serve up to 40 teachers at the high school level, potentially impacting up to 700 students.

The outcome/indicator for this program is to measure and see a decrease in the number of students who are sent out of the classroom post the conflict resolution training provided to teachers, as indicated by the number of students sent to the principal's office each month.

Budget – As this program got a slow start in the 2020-2021 fiscal year, not all of the $151,000 was expended, it is proposed to roll that funding into this next year's plan for a total of $158,500.00 for this next fiscal year (2021-2022).

This program is estimated to serve up to 1060 individuals this fiscal year.

Prevention

Yosemite National Park Counselor

Program Description:

Yosemite National Park (YNP) lies within the boundaries of Mariposa County. In 2017 the National Park Service (NPS) employed 1,200 individuals in the summer and 800 individuals in the winter. The concessionaire within YNP employs a significant number of employees both seasonally and annually. YNP is geographically isolated and remote and has little resources in the way of mental health services. This large population remains underserved. It is worth mentioning that in 2016, there were 5,217,144 visitors to Yosemite, a slight decline occurred in subsequent years due to wildfires.

MCBHRS proposes to provide a Clinician onsite to address and promote recovery within the unique community that is Yosemite. Interventions and services will include crisis response, first responder stress, mental health issues, and groups.

This community-based prevention program will provide services and interventions in an effort to reduce risk factors for developing a potentially serious mental illness and to build protective factors. The overall services provided include, but are not limited to group therapy, therapeutic interventions, crisis response, emotional support/wellness groups, educational series, and psycho-education to those working and living in Yosemite National Park.

Proposed activities that are intended to reduce the negative outcomes listed in WIC include: wellness coaching/educational drop in hours (short term need), crisis and support groups, psycho-educational series (e.g. Mindfulness, emotional intelligence), employer/employee consultations regarding mental health, training opportunities for facilitated dialogues (Allies for Inclusion) offered on different topics and park stressors, linkage to community resources (counseling, cal fresh, Health and Human Services Community Assistance Programs, psychiatry), and monthly/quarterly newsletter addressing emotional wellness and links to resources

Yosemite National Park is an hour and a half from the township of Mariposa, where the majority of mental health services are available. This creates a burdensome access to the mental health system. Providing services and activities within the boundaries of YNP greatly enhances access and availability to services that would reduce negative outcomes that may result from untreated mental illness.

As individuals or their families are identified as being in need of further mental health services, the Clinician will provide direct access and linkage to MCBHRS or other appropriate services. This program facilitates timely access to services for this underserved population by virtue of their accessibility in the community setting. The program is designed and will be implemented in the community setting to reduce stigma by talking openly about mental wellness.

The intended settings of these services will be within the YNP boundaries in an effort to strengthen and elevate access for this underserved population. This creates a less burdensome access to mental health services. Community members would otherwise face a lack of long drive times and a lack of transportation.

Individuals Served:

This program is designed to target remote, rural, underserved, and high-risk residents and employees of YNP. An estimate of 75 – 350 people will be served each fiscal year.

Outcomes and Indicators:

This program expects to decrease staff suicide rates, unemployment, prolonged suffering, and homelessness (specifically by keeping individuals employed and connected to employee housing and their current community), by providing therapeutic and educational interventions.

The program will utilize the following evidence-based practices:

- mindfulness and meditation
- non-violent communication trainings
- therapeutic modalities
    - Internal Family Systems
    - Emotional Focused Therapy
    - Cognitive Behavioral Therapy
    - Somatic Practices
    - Peer Support and Education

All individuals served by this program will be accounted for through quarterly stats. Pre/post surveys will be given to analyze the duration of symptoms.

The goal of this prevention program is to provide behavioral health interventions and education to increase emotional wellness and resilience. The program is also aimed at reducing the need for longer term counseling services, hospitalizations, or significant impairments to activities of daily living (including the ability to maintain regular employment and housing).

Budget:

MCBHRS estimates spending $50,000.00 on the YNP services each fiscal year. This number is expected to remain the same over the next three fiscal years.

**The above amounts are budget estimates based on MHSA revenue projections. The actual expenditures may be lower or higher depending on the actual MHSA revenue received in these future years.*

FY 2021/2022 Annual Update:

In the 21/22 fiscal year, this program will largely remain the same as proposed, additionally, this program will utilize more telehealth groups and services when required due to the COVID-19 pandemic. The Contractor will measure the impacts of the

programs provided to indicate a reduction of risk factors or an increase of protective factors by:

1. Providing a two-five-week series of mindfulness and communication psychoeducation groups.
    a. Measure: A decrease of stress of other negative affects at the end of each session measured by a Likert scale.
2. Providing at least three rounds of mental health check-ins for front line staff and first responders by leading mindfulness exercises and utilizing the stress continuum for resiliency levels.
    a. Measure: An increase in identification or utilization of protective factors as indicated by participates movement towards green (high levels of resiliency) on the stress continuum.
3. Providing an annual facilitation of conflict resolution and stress identification for medical staff.
    a. Measure: An increase in identification of personal needs and values as indicated by a post survey.
4. Providing, as needed, informal community connection groups (community chats) to build social supports.
    a. Measure: An increase in level of connection, measured by a Likert scale.
5. Providing a three-four-week series on internal family systems to provide psychoeducation on coping skills.
    a. Measure: An Increased awareness of negative affects through psychoeducation as indicated through self-report or qualitative findings.
6. Providing an annual mental health consultation and psychoeducation training for first responders.
    a. Measure: Successfully meeting objectives of psychoeducation by an increase in the knowledge of how to provide resources for someone who may be experiencing crisis or mental/emotional instability as measured by a post survey.

This program is estimated to serve around 410 individuals this fiscal year.

Outreach for Increasing Recognition of Early Signs

Mental Health First Aid

Program Description:

Mental Health First Aid (MHFA) is an evidence-based program that MCBHRS implemented in 2014 after stakeholders identified this as need within the community. This program engages and trains first responders to recognize and respond effectively to early signs of mental illness. MCBHRS staff that have been trained as trainers will facilitate these classes.

The objective of this training is to bring awareness of the prevalence and negative impact mental illness can have on an individual, family, and friends. The goal is to share information and resources so that the person leaves the training with an understanding of how to connect someone to mental health resources. The training can also shed some myths of mental illness and increase a sense of compassion for those suffering with untreated mental illness.

Each training informs responders on how to access, and link individuals, to treatment. Trained responders may interface with unserved or underserved populations. Responders are trained in assisting individuals seeking treatment and promoting timely access to services. MHFA has been identified as being a helpful educational tool that respondents can use to: notice the early signs of mental health problems, empower respondents to feel confident in being able to help someone experiencing a mental health problem, and reduce stigma surrounding mental illness in the community and nearby surrounding areas.

The design and implementation of these trainings are intended to reduce stigma and discrimination attached to seeking or receiving services by talking freely about mental wellness.

Trainings are scheduled at various locations across the county to encourage more participation at a location that is convenient for responders. An increase in the number of participants should help facilitate access to services by training more individuals to recognize signs of mental illness.

MCBHRS has two mental health assistants certified to train MHFA that make up the training team.

MCBHRS proposes that this program continue to be funded as stakeholders have expressed how important this program is to our community.

Individuals Served:

MHFA instructors plan to engage with members of the community and nearby surrounding communities to train and educate those individuals on the signs and symptoms of mental illness. Respondents of the MHFA trainings includes, but are not

limited to: first responders (law enforcement, EMS, crisis workers, ER staff etc.), health care workers (including those with a background in mental health), school staff, community members, local businesses including owners and employees, and community youth.

MCBHRS strives to hold 10 training sessions each year: with a minimum of 6 training sessions in a combination of courses specific to youth, adults, first responders, and specific course target populations. MCBHRS estimates that each training will have 10 participants but require a minimum of five people for the training to take place. MCBHRS estimate serving at least 30 individuals a year.

MCBHRS will hold trainings at various locations so that more individuals are reached in a community and environment they are comfortable in.

Outcomes and Indicators:

MHFA is listed in the Substance Abuse and Mental Health Services Administration's National Registry of Evidence-based Programs and Practice.

The expected outcomes of MHFA is a comprehensive training program that increases an individual's knowledge of signs, symptoms, risk factors, protective factors, and confidence to assist someone who may be struggling.

The MHFA program uses pre/post surveys to gather information regarding comprehension, interest, and other comments for improvement. In addition, data collection will be rendered at the completion of the course identifying age, gender, ethnicity, recruitment, and lived experience. The course evaluation was developed by the MHFA training programs.

Pre/post surveys will be utilized to check in with potential responders during the training. The training team will use interactive activities during the training to answer questions and establish rapport. Staff will measure if potential responders feel more confident in recognizing signs and symptoms of mental illness at the completion of the course.

The effectiveness of this program will be demonstrated through the pre/post surveys. Effectiveness will be evident if potential respondents felt more confident responding to a mental health crisis after each training. An increase in the number of participants that are renewing their certification every three years will also indicate the effectiveness of the program. For reference, in the last fiscal year 43 out of 44 participants felt more confident in being able to respond to someone experiencing a crisis.

Budget:

MCBHRS estimates spending $10,000.00 on MHFA each fiscal year. This number is expected to remain the same over the next three fiscal years.

**The above amounts are budget estimates based on MHSA revenue projections. The actual expenditures may be lower or higher depending on the actual MHSA revenue received in these future years.*

FY 2021/2022 Annual Update:

In the 21/22 fiscal year, MCBHRS plans to roll out the virtual MHFA training to reach all rural areas in the county, and to ensure this needed program is implemented despite the COVID-19 pandemic. Distance and transportation have been large barriers for the community in the past, leading to limited participation from community partners outside of the township of Mariposa. MCBHRS embraced the challenges of using technology during the pandemic to expand the reach across the county.

The outcomes, individuals served, and budget remain the same this coming fiscal year.

Stigma and Discrimination Reduction

Mariposa Minds Matter

Program Description:

Mariposa Minds Matter (MMM) is an integral part of the Behavioral Health Board (BHB). MMM is made up of members of the BHB, consumers, community-based partners, and staff. Activities held throughout the year are designed to reduce stigma in our unique rural community. In 2018, the Committee renamed themselves from the 'Stigma Reduction Committee' to the 'Mariposa Minds Matter Task Force'. This program is designed to welcome community member's participation in the development of stigma and discrimination reducing activities.

MMM is a program specifically targeted to reduce stigma and discrimination by increasing awareness through education, resources, quizzes, games, demonstrations of sound baths and aromatherapy. This program is expected to increase acceptance, dignity, and inclusion for individuals with mental illness. The intention of the program is to also encourage self-acceptance for those that may be struggling.

MMM is a project-based task force, participating in several events throughout the county ranging from the annual county fair to the local farmers market. The task force will have a booth at several festivals throughout the year in an effort to generate conversations about the stigma and discrimination around mental health. Conversations about stigma (personal, social, and institutional) is a key component to reducing negative feelings, attitudes, beliefs, perceptions, stereotypes, and discrimination related to being diagnosed with a mental illness or receiving services for a mental illness. The booths will provide both verbal and written educational materials on mental health and stigma reduction. Materials will include, but not limited to an emotion wheel, children's drawing boards and mental health screenings.

Twice yearly, MMM will host community video events to feature a specific mental health diagnosis. These videos will also include a lived experience speaker and handouts.

MMM also plans to provide one booth annually in a heavily trafficked area. This booth will provide information on mental illness, mental health and stigma reduction.

While this program will mainly consist of one-touch encounters, MMM will strive to provide access and linkage, and timely access to services as appropriate for individuals attending events.

The program is designed to be fluid, as far as where the outreach is directed. The objective is to reach as many individuals as possible; in a rural community reaching individuals can often be a challenge. The ability to reach more individuals is enhanced by participating in events that are expected to bring folks to one area, (e.g. the county fair).

Individuals Served:

300 people are expected to be served through the community events: the local fair and the farmers markets. In addition, 50 participants are expected to be served through the video presentations.

This is mainly a one-touch encounter strategy; however, give-a-ways will be offered to entice participation.

Outcomes and Indicators:

The expected outcomes are a reduction in negative feelings, attitudes, beliefs, perceptions, stereotypes, and discrimination related to being diagnosed with mental illness. The program is also expected to increase acceptance, dignity, and inclusion for individuals with mental illness and their families. It is also expected to encourage self-acceptance for members of the committee.

MMM will collect data at all community events using pre/post surveys to determine the effectiveness in changing attitudes, knowledge, and/or behavioral regarding being diagnosis with mental illness, having a mental illness, and/or receiving mental health services. The MMM will use the data to drive the direction and target of future campaigns.

Pre/post surveys will demonstrate if the stigma reduction interventions effective in bringing about the desired outcomes listed above.

Budget:

MCBHRS estimates spending $2,500.00 on the stigma reduction program each fiscal year. This number is expected to remain the same over the next three fiscal years.

**The above amounts are budget estimates based on MHSA revenue projections. The actual expenditures may be lower or higher depending on the actual MHSA revenue received in these future years.*

FY 2021/2022 Annual Update:

MMM will continue to hold booths at community events to promote awareness of and participation in mental health and wellness and stigma reduction education and activities. Pre-tests will be given to participants, then they will be provided with brochures and other informing materials with information dispelling popular myths about mental illness to reduce stigma. Then post tests will be given to the participants to determine the effectiveness of intent and information provided.

In addition, MMM will look to explore holding a film event open to the public on subject matter relevant to a current mental health issue to promote education, awareness, and stigma reduction. All COVID-19 safety precautions and guidelines will be observed. A question and answer session will take place after each showing with lived experience participants and mental health professionals leading the discussion. Public participants

will be asked to complete an evaluation at the end of each presentation to determine effectiveness of intent and information provided, and to assist with future presentation areas of interest.

MMM will also begin outreach and explore responsibility of developing a speaker event with the local NAMI branch. Pre and Post surveys will be utilized to gauge impact and satisfaction with the event.

The individuals served, and budget remain the same in this coming year (2021/2022).

Suicide Prevention

Central Valley Suicide Prevention Hotline

Program Description:

The Central Valley Suicide Prevention Hotline (CVSPH) took their first call on January 17, 2013. The hotline operated on a limited basis five days a week for twelve hours each day. In July 2013, CVSPH expanded operations to 24 hours per day, seven days per week, and 365 days per year.

CVSPH is a program administered through CalMHSA on behalf of counties that are participating in the program. It serves as the counties primary suicide prevention hotline. CVSPH operates a 24/7 suicide prevention hotline accredited by the American Association of Suicidology and will continue to answer calls through its participation in the national suicide prevention lifeline which provides interpreters for 150 different languages.

CVSPH serves a culturally diverse group of seven counties in California's Central Valley: Fresno, Tulare, Kings, Madera, Mariposa, Merced, and Stanislaus. The Hotline is operated by staff utilizing volunteers to minimize cost and maximize efficiency.

The Hotline assists individuals who are looking for resources and education regarding a loved one or friend; provides support for those in crisis and keeps people safe who have suicidal ideation or that are in the process of killing themselves.

The program is designed to help improve access to services by linking callers to the appropriate services. The accessibility of a local hotline providing callers with information and resources ensures that the program is non-stigmatizing and nondiscriminatory.

Individuals Served:

The program is expected to serve 50 individuals per fiscal year.

Outcomes and Indicators:

The expected outcome of this evidence-based practice is to reduce suicide by the accessibility of a local hotline providing timely access to services. The number of callers will be used to indicate a change in attitude and behavior to prevent mental illness-related suicide.

The CVSPH uses the Columbia Suicide Severity Rating scale to screen their callers with the intention of preventing suicide for Mariposa County.

Budget:

MCBHRS estimates spending $7,411.00 on the CVSPH each fiscal year. This number depends on the price charged by the vendor according to our share of the call volume but is expected to remain the same over the next three fiscal years.

**The above amounts are budget estimates based on MHSA revenue projections. The actual expenditures may be lower or higher depending on the actual MHSA revenue received in these future years.*

FY 2021/2022 Annual Update:

This program will continue to assist individuals who are looking for resources and education regarding suicide. The individuals served, expected outcomes, and budget will remain the same in the 2021/2022 fiscal year.

Suicide Prevention

School Suicide Prevention

Program Description:

School aged youth was identified as one of the most underserved population in Mariposa County. Suicide prevention was identified as one of the most needed programs through the three-year planning and stakeholder process.

MCBHRS proposes funding a school-based suicide prevention program that targets school aged youth. This program is intended to provide youth with education on the signs and symptoms of suicide and to provide crisis intervention if and when necessary.

This program will primarily consist of educational groups on suicide prevention; however, a more targeted intervention may be utilized on a case by case basis.

Individuals Served:

This program is expected to serve approximate 50 individuals per fiscal year.

Outcomes and Indicators:

The expected outcome of this program is to engage youth in conversations about suicide in an effort to provide education and information. The program will be targeted educational groups held in the school setting.

The program will measure a change in attitude, beliefs, behaviors, and knowledge about suicide in several manners. For educational groups a pre/post survey or screening will be utilized to assess for any changes in beliefs or knowledge after the groups. For more targeted crisis interventions a screening tool will be utilized to measure the number of individuals that were successfully de-escalated after intervention as opposed to those that required a higher level of care or hospitalization.

Budget:

MCBHRS estimates spending $40,000 on the school-based suicide prevention program each fiscal year. This number is expected to remain the same over the next three fiscal years.

**The above amounts are budget estimates based on MHSA revenue projections. The actual expenditures may be lower or higher depending on the actual MHSA revenue received in these future years.*

FY 2021/2022 Annual Update:

After struggling to get started in the 2020/2021 fiscal year due to COVID-19 and the schools shutting down for a period of time, the goal for this next fiscal year 2021/2022,is to implement a suicide prevention program with a curriculum that focuses on building inner strength in youth and is evidence based, similar to the plan set out prior to the pandemic. This fiscal year, there will be a focus to provide services to school aged

youth, but not necessarily on the school campus. The outcomes, individuals served, and budget remain the same this coming fiscal year.

Access and Linkage

Opt Out

Each project listed above in the PEI component facilitate and ensure access and linkage to services. As such, MCBHRS has decided to opt out of the access and linkage component. The reporting requirements for this component requires more training and staff time than a very small county has the capacity to implement.

FY 2021/2022 Annual Update:

For the 21/22 fiscal year, MCBHRS will continue to opt out of this component. Now, more than ever with the COVID-19 pandemic, the capacity to implement this program and ensure reporting requirements are met would heavily strain the already strained workforce.

Innovation

Fiscal Year 2020 – 2021	Fiscal Year 2021 – 2022	Fiscal Year 2022 – 2023
$ 0.00	$139,048	$142,159

What is Innovation?

Innovation (INN) projects are designed to find new approaches to improve mental health services, delivery of services, quality of services, or improve outcomes by promoting interagency collaboration.

Proposed Programs within Innovation (INN):

- Psychiatric Advance Directives (Multi-County Collaborative) – In Draft
- Virtual Reality – In Draft

Community Planning Process:

MCBHRS currently does not have any active Innovation Projects.

MCBHRS is currently working on utilizing stakeholder results from this three-year plan to draft a proposal for an Innovative Project. The proposal will then be posted for a 30-day public review and approved by the local mental health board. Once approved, MCBHRS will take the proposal to the Mariposa County Board of Supervisors for approval.

FY 2021/2022 Annual Update:

Mariposa County Behavioral Health Board Members were asked to join the psychiatric advance directive informal presentation held by USC's Saks Institute on April 7, 2021 (flyers were emails to members). Board members were also invited to attend the supported decision-making informal presentation April 20, 2021 (flyers were emailed to members). (See Appendix C)

On May 5th, MCBHRS presented a PPT to the Behavioral Health Board on psychiatric advanced directives (PADs) and received input and feedback. (See Appendix G)

Additionally, MCBHRS hosted a virtual innovation stakeholder meeting on May 12, 2021 where community members were invited to learn more about innovation, and to give their input and feedback on proposed strategies to improve mental health services in the community. (See Appendix C, D, and H)

Two stakeholder surveys were posted to our Facebook page to gather more community input and feedback, one on psychiatric advance directives, and another on the use of virtual reality in mental health treatment.

Three- Year Plan (2020 – 2023):

MCBHRS Innovation plan will be finalized in the 20/21 fiscal year. The selected primary purpose and the reasons that the primary purpose is the priority of the county will be included in the innovation plan prior to submission.

MCBHRS will submit the final Innovation Plan and budget to the Mental Health Services Oversight and Accountability Commission (MHSOAC) for final approval in the 20/21 fiscal year.

If the plan is approved by the MHSOAC, MCBHRS will ensure that all phases of the Innovation project includes meaningful stakeholder involvement. Stakeholders will also be included in the evaluation of the Innovation project, and the decision regarding whether to continue the Innovation project, or elements of the project without Innovation funds.

Any Innovation projects will be consistent with all relevant MHSA regulations and standards.

Innovation

Psychiatric Advance Directives

Psychiatric Advance Directives –

Psychiatric Advance Directives (PADs) project is a multi-county collaborative project supported by the MHSOAC focusing on developing advanced directives to improve the response to individuals who may experience a mental health crisis. The idea behind PADs is like that of the healthcare advance directive, that allows individuals the opportunity to identify their care and treatment before a life changing event can occur.

PADs are a form of Supportive Decision-Making (SDM), a decision-making methodology where people work with friends, family members, and professionals who help them understand the situations and choices they face so they may make their own decisions regarding their treatment. The process of developing a PAD, with support from, among others, county mental health professionals, can help people clarify their preferences for treatment so that they will receive appropriate support and care, especially during mental health crisis. When implemented skillfully, a PAD is a powerful tool to increase a person's quality of care within the mental health and justice-involved settings.

The primary purpose of the PADs project is to increase the quality if mental health services, including measured outcomes. Using PADs, clients will gain autonomy in decision-making toward their mental health care. This project will provide the groundwork for community collaboration, creating PADs Teams, a standardized PADs county "tool-kit," and evaluate the process and success in engaging clients and non-engaged consumers.

This project really changes the way that mental health treatment is implemented by allowing the consumer a voice and choice before a crisis occurs, so that during a crisis, that individual has laid out what works, what doesn't work, what makes things worse, and what makes things better. This methodology could really allow for a more effective use of and leveraging resources.

This project is proposed to do the following:

1. Engage the community, consumers, peers, families, consumer advocacy groups, law enforcement, and the judicial system.
2. Develop community-wide standardized training for understanding, accessing, recognizing, and implementing PADs within the community.
3. Create a standardized PAD template.
4. Training for trainers.
5. Draft and advocate for legislation enabling PAD use, accessibility, adherence, and sustainability.

6. Create statewide PADs technology platform.
7. Evaluate the impact of PADs with process and impact data and outcomes.

If PADs are found to be successful in positively affecting consumer outcomes, essentially this project would contribute to learning not only locally, but potentially statewide, and even nationwide.

MCBHRS will continue to develop this project and will work to identify and describe the priority population to utilize PADs. Initially the project could target just the homeless population, our aging population, hospitalized populations etc.

The PADs project will be designed and implemented in a way that is consistent with all relevant MHSA standards.

Community Program Planning for PADS –
The local Behavioral Health Board (BHB) was invited to attend two informative listening lessons on April 20,2021 and May 12, 2021 on supportive decision making and psychiatric advanced directives.

An informative PowerPoint was formally presented to the BHB on PADs. (See appendix for the PPT).

Additionally, MCBHRS hosted a stakeholder meeting on 05/12/2021 where information on the psychiatric advance directives were provided to the participants as well as an opportunity to provide feedback or ask questions. (See appendix H for the PPT)

MCBHRS then posted a survey on our Facebook page to gather more information from stakeholders on the use of psychiatric advance directives and participation in the multi-county collaborative project. The following results were found:

- 100% of participants think there is a need to increase the quality of mental health services provided in Mariposa County.
- 91% of respondents indicated that they, a loved one, or someone they know would be interested in creating a PAD.
- 83% of people believed that integrating PADs would enhance their overall mental health treatment.
- 92% of respondents believed that allowing individuals to identify their treatment upfront, before a crisis occurs, will improve client outcomes. (See appendix I for more results).

Information on this program was presented at the July 16th, 2021 public hearing, where stakeholders were given another opportunity to provide input and feedback on psychiatric advance directives.

This project was approved by the MHSOAC on 06/24/2021.

Stakeholders will be involved at every stage of this project, from project design, implementation and training, and even what information should be collected on a PAD. Once this project reaches the evaluation stage, all information will be presented to stakeholders where they will be asked about the future of the project and if they feel it was successful and if those aspects of the project should continue.

Innovation

Virtual Reality

Virtual Reality (VR) –

VR has been used as a tool in therapy and has proven effective in treating anxiety disorders. The idea behind incorporating VR into mental health treatment is to increase engagement and quality of services individuals receive. The use of VR could increase the ability of the treating provider to understand a problem and intervene in real time. This process also allows for a more controlled environment, for example, if a client experiences social anxiety, VR could simulate a social setting allowing the provider to walk the client, in real time, through coping skills without actually having the client in a social setting.

MCBHRS would propose incorporating VR in mental health services with children. The goal is to use this tool to provide psychoeducation, mindfulness, and simulate other environments and experiences that children struggle with.

MCBHRS will continue the stakeholder process for this project, and will request technical assistance, and eventually approval from the MHSOAC before this project is implemented.

Currently there is no budget allocated for this program as MCBHRS is only in the stakeholder stage of this project.

Workforce Education and Training

Fiscal Year 2020 – 2021	Fiscal Year 2021 – 2022	Fiscal Year 2022 – 2023
$	$	$

What is Workforce, Education and Training?

Workforce, Education and Training (WET) is the component of MHSA that aims to reduce the workforce shortages of qualified staff in the mental health field, by supporting, building, retaining and training.

Proposed Programs within Workforce, Education and Training (WET):

- There is currently no funding for WET.

Workforce Needs Assessment 2020:

(See full WET Assessment – Appendix)

MCBHRS conducted a WET assessment in January 2020 to determine current workforce shortages and identify hard to fill positions. Staff were asked to complete a short survey identifying their licensure/position, their ethnicity and any language proficiencies. It should be noted that 18% of the current workforce did not respond to the information requested.

Comparability of workforce, by ethnicity, to population receiving public mental health services:

Several ethnic groups were identified as being appropriately represented by the current workforce, however, it appears more work needs to be done to recruit staff that identify as Native American, with zero percent staffing represented. MCBHRS contracts with the American Indian Council to provide mental health services to the Native American population. These contract providers were not included in workforce data listed above. More work needs to be done to determine what other races or ethnicities are being served that fall into the Multi/Race or Other category.

	White / Cauc.	Hispanic / Latino	African-American / Black	Asian / Pacific Islander	Native American	Multi Race / Other (Includes unknown)
Population Served	70%	11%	2%	>1%	4%	12%
MCBHRS Workforce	62%	12.3%	1.6%	1.6%	0%	4.8%

Language Proficiency:

Three staff members self-identified as being proficient in Spanish, and one staff indicted they were proficient in French. Although there is not a large number of staff members proficient in other languages, the majority of consumers are proficient in English, with only the occasional need for Spanish and ASL interpreter. MCBHRS offsets this need by contracting with a certified ASL interpreter and a tele-interpreter language line. Staff are trained annually on the usage of the language line to ensure, when the need arises, staff have access to multiple languages. One area that warrants further exploration is whether Non-English-speaking communities are not seeking out the services they need because of perceived language barriers. Further exploration may be necessary to determine if the need is great enough to offer an incentive for direct service hires with ASL or Spanish language proficiency, or training for current employees in these languages.

Positions designated for individuals with consumer experience:

Currently there are two positions designed for individuals with consumer experience. The Wellness Center has a Mental Health Aide, Peer Support position. Mariposa County also has a position for a Peer System Navigator. This position has not formally been filled, historically staff have entered this position, and then moved on to promotional opportunities before this program has had the opportunity to be fully developed. These positions provide an opportunity for consumers and family members to enter the mental health profession, and potentially be promoted through the Mental Health Assistant (I – III) career ladder.

Other, Miscellaneous:

Age Penetration Rates										
Age Group	0-15 Years	6-11 Years	12-17 Years	18-20 Years	21-24 Years	25-34 Years	35-44 Years	45-54 Years	55-64 Years	65+ Years
% Served	5%	14%	30%	13%	12%	13%	14%	15%	12%	6%

It is notable that Mariposa County's 65+ age group makes up 27% of the population, and yet the penetration rate for this group is 6%. Forty-eight percent of stakeholders identified the 60+ age range as an underserved population in the community. This could be indicative of the county's lack of Medicare providers. The older adult age group remains an underserved population for MCBHRS.

FY 2021/2022 Annual Update:

The Office of Statewide Health Planning and Development (OSHPD) announced a WET regional partnership grant. MCBHRS falls under the central region and as such have been participating with the region to plan and organize these programs.

MCBHRS is interested in the following programs:

- Undergraduate College and University Scholarships: Provides scholarships to undergraduate students in exchange for paid or volunteer work in a local mental health setting. The grantee may consider the following factors in determining the scholarship level: students' academic aspirations (including certificate, associate degree, and bachelor's degree), pre-placement training and education received, lived experience, and/or other possible factors. The grantee shall determine the amount awarded and length of volunteer or paid work commitment.

- Clinical Master and Doctoral Graduate Education Stipends: Provide funding for post- graduate clinical master and doctoral education service performed in a local PMHS agency. Regional Partnerships would select students in advance of their final year of education and provide funds in exchange for paid or volunteer work in a local mental health setting, giving consideration to applicants who previously received a scholarship. The Grantee shall determine the amount they award and length of volunteer or paid work commitment.

- Loan Repayment Program: Provide educational loan repayment assistance to PMHS professionals that the local jurisdiction identifies as high priority in the region, giving consideration to applicants who previously received a scholarship and/or stipend. The Grantee may consider the following factors when determining award amounts: applicants who previously scholarships and/or stipends, educational attainment, the level of unmet need in the community served, and years of service in the PMHS. The Grantee also determines the amount they award and length of volunteer or paid work commitment.

MCBHRS will continue to work with OSHPD and the regional partnership to determine how much funding will be available to Mariposa County. MCBHRS will then work with stakeholders and provide an update to this plan.

Capital Facilities and Technology Needs (CFTN)

Fiscal Year 2020 – 2021	Fiscal Year 2021 – 2022	Fiscal Year 2022 – 2023
$	$	$

Proposed Programs within Capital Facilities and Technology Needs (CFTN):

- MCBHRS expended all of these one-time funds.

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

Annual Update 2021/2022 - Expenditure Plan

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Funding Summary

County: Mariposa

Date: 05/18/21

	Fiscal Year 2021/22					
	A	B	C	D	E	F
	Community Services and Supports	Prevention and Early Intervention	Innovation	Workforce Education and Training	Capital Facilities and Technological Needs	Prudent Reserve
A. Estimated FY 2020/21 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	0	0	0	
2. Estimated New FY2020/21 Funding	1,405,829	374,000	90,125			
3. Transfer in FY2020/21a/	0					
4. Access Local Prudent Reserve in FY2020/21	0	0				0
5. Estimated Available Funding for FY2020/21	1,405,829	374,000	90,125	0	0	
B. Estimated FY2020/21 MHSA Expenditures	2,277,331	404,434	0	0	0	
C. Estimated FY2021/22 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	(871,502)	(30,434)	90,125	0	0	
2. Estimated New FY2021/22 Funding	1,405,829	374,000	90,125			
3. Transfer in FY2021/22a/	0					
4. Access Local Prudent Reserve in FY2021/22	0	0				0
5. Estimated Available Funding for FY2021/22	534,327	343,566	180,249	0	0	
D. Estimated FY2021/22 Expenditures	2,248,533	432,156	139,048	0	0	
E. Estimated FY2022/23 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	(1,714,206)	(88,590)	41,201	0	0	
2. Estimated New FY2022/23 Funding	1,405,829	374,000	86,328			
3. Transfer in FY2022/23a/	0					
4. Access Local Prudent Reserve in FY2022/23	0	0				0
5. Estimated Available Funding for FY2022/23	(308,377)	285,410	127,529	0	0	
F. Estimated FY2022/23 Expenditures	2,369,932	445,889	142,159	0	0	
G. Estimated FY2022/23 Unspent Fund Balance	(2,678,309)	(160,479)	(14,630)	0	0	

H. Estimated Local Prudent Reserve Balance	
1. Estimated Local Prudent Reserve Balance on June 30, 2014	0
2. Contributions to the Local Prudent Reserve in FY 2020/21	0
3. Distributions from the Local Prudent Reserve in FY 2020/21	0
4. Estimated Local Prudent Reserve Balance on June 30, 2015	0
5. Contributions to the Local Prudent Reserve in FY 2021/22	0
6. Distributions from the Local Prudent Reserve in FY 2021/22	0
7. Estimated Local Prudent Reserve Balance on June 30, 2016	0
8. Contributions to the Local Prudent Reserve in FY 2022/23	0
9. Distributions from the Local Prudent Reserve in FY 2022/23	0
10. Estimated Local Prudent Reserve Balance on June 30, 2017	0

a/ Pursuant to Welfare and Institutions Code Section 5892(b), Counties may use a portion of their CSS funds for WET, CFTN, and the Local Prudent Reserve. The total amount of CSS funding used for this purpose shall not exceed 20% of the total average amount of funds allocated to that County for the previous five years.

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and Prevention and Early Intervention Report FY 19-20)

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Community Services and Supports (CSS) Component Worksheet

County: Mariposa Date: 5/18/21

	Fiscal Year 2020/21					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
FSP Programs						
1. Children	913,802	876,017	37,785			
2. Adult	1,398,559	1,358,450	40,110			
3.	0					
4.	0					
Non-FSP Programs						
1. Wellness Center - GSD	7,500	7,500				
2. Peer Support - Wellness Center - GSD	35,364	35,364				
3.	0					
4.	0					
CSS Administration	0					
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	2,355,226	2,277,331	77,895	0	0	0
FSP Programs as Percent of Total	101.5%					

	Fiscal Year 2021/22					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
FSP Programs						
1. Children	959,492	876,680	82,812			
2. Adult	1,468,487	1,328,989	139,498			
3.	0					
4.	0					
Non-FSP Programs						
1. Wellness Center - GSD	7,500	7,500				
2. Peer Support - Wellness Center - GSD	35,364	35,364				
3.	0					
4.	0					
CSS Administration	0					
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	2,470,844	2,248,533	222,311	0	0	0
FSP Programs as Percent of Total	108.0%					

	Fiscal Year 2022/23					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
FSP Programs						
1. Children	1,007,467	924,655	82,812			
2. Adult	1,541,912	1,402,413	139,498			
3.	0					
4.	0					
Non-FSP Programs						
1. Wellness Center - GSD	7,500	7,500				
2. Peer Support - Wellness Center - GSD	35,364	35,364				
3.	0					
4.	0					
CSS Administration	0					
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	2,592,242	2,369,932	222,311	0	0	0
FSP Programs as Percent of Total	107.6%					

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and Prevention and Early Intervention Report FY 19-20)

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan

Prevention and Early Intervention (PEI) Component Worksheet

County: Mariposa Date: 5/18/21

		Fiscal Year 2020/21					
		A	B	C	D	E	F
		Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
PEI Programs - Prevention & Early Intervention	**Mariposa Program**						
Outreach for Increasing Recognition of Early Signs of Mental Illness	1. Existing operating expenses	143,523	143,523	0	0	0	0
Early Intervention	2. MH First Aid	10,000	10,000	0	0	0	0
Stigma Reduction and Discrimination Reduction	3. School Services	151,000	151,000	0	0	0	0
Suicide Prevention	4. Stigma Reduction Activities	2,500	2,500	0	0	0	0
Prevention	5. Central Valley Suicide Prevention Hotline	7,411	7,411	0	0	0	0
Suicide Prevention	6. YNP Services	50,000	50,000	0	0	0	0
	7. School Suicide Prevention	40,000	40,000				
PEI Administration		0					
PEI Assigned Funds		0					
Total PEI Program Estimated Expenditures		404,434	404,434	0	0	0	0

		Fiscal Year 2021/22					
		A	B	C	D	E	F
		Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
PEI Programs - Prevention & Early Intervention	**Mariposa Program**						
Outreach for Increasing Recognition of Early Signs of Mental Illness	1. Existing operating expenses	163,745	163,745	0	0	0	0
Early Intervention	2. MH First Aid	10,000	10,000	0	0	0	0
Stigma Reduction and Discrimination Reduction	3. School Services	158,500	158,500	0	0	0	0
Suicide Prevention	4. Mariposa Minds Matter	2,500	2,500	0	0	0	0
Prevention	5. Central Valley Suicide Prevention Hotline	7,411	7,411	0	0	0	0
Suicide Prevention	6. YNP Services	50,000	50,000	0	0	0	0
	7. School Suicide Prevention	40,000	40,000	0	0	0	0
PEI Administration		0					
PEI Assigned Funds		0					
Total PEI Program Estimated Expenditures		432,156	432,156	0	0	0	0

		Fiscal Year 2022/23					
		A	B	C	D	E	F
		Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
PEI Programs - Prevention & Early Intervention	**Mariposa Program**						
Outreach for Increasing Recognition of Early Signs of Mental Illness	1. Existing operating expenses	184,978	184,978	0	0	0	0
Early Intervention	2. MH First Aid	10,000	10,000	0	0	0	0
Stigma Reduction and Discrimination Reduction	3. School Services	151,000	151,000	0	0	0	0
Suicide Prevention	4. Mariposa Minds Matter	2,500	2,500	0	0	0	0
Prevention	5. Central Valley Suicide Prevention Hotline	7,411	7,411	0	0	0	0
Suicide Prevention	6. YNP Services	50,000	50,000	0	0	0	0
	7. School Suicide Prevention	40,000	40,000				
PEI Administration		0					
PEI Assigned Funds		0					
Total PEI Program Estimated Expenditures		445,889	445,889	0	0	0	0

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FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Innovations (INN) Component Worksheet

County: Mariposa Date: 5/18/21

	Fiscal Year 2020/21					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
1. (new plan TBD)	0		0	0	0	0
2.	0					
3.	0					
INN Administration	0					
Total INN Program Estimated Expenditures	0	0	0	0	0	0

	Fiscal Year 2021/22					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
1. Psychiatric Advanced Directives - Multi County Collaborative	139,048	139,048	0	0	0	0
2.	0					
3.	0					
INN Administration	0					
Total INN Program Estimated Expenditures	139,048	139,048	0	0	0	0

	Fiscal Year 2022/23					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
1. Psychiatric Advanced Directives - Multi County Collaborative	142,159	142,159	0	0	0	0
2.	0					
3.	0					
4.	0					
INN Administration	0					
Total INN Program Estimated Expenditures	142,159	142,159	0	0	0	0

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FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Workforce, Education and Training (WET) Component Worksheet

County: Mariposa Date: 5/18/21

	Fiscal Year 2020/21					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. Workforce Staffing Support	0	0				
2. Training and Technical Assistance	0	0				
3. Mental Health Career Pathways Programs	0	0				
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0	0				
6.	0					
WET Administration	0	0				
Total WET Program Estimated Expenditures	0	0	0	0	0	0

	Fiscal Year 2021/22					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. Workforce Staffing Support	0					
2. Training and Technical Assistance	0					
3. Mental Health Career Pathways Programs	0					
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0					
6.	0					
WET Administration	0					
Total WET Program Estimated Expenditures	0	0	0	0	0	0

	Fiscal Year 2022/23					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. Workforce Staffing Support	0					
2. Training and Technical Assistance	0					
3. Mental Health Career Pathways Programs	0					
4. Residency and Internship Programs	0					
5. Financial Incentive Programs	0					
6.	0					
WET Administration	0					
Total WET Program Estimated Expenditures	0	0	0	0	0	0

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FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Capital Facilities/Technological Needs (CFTN) Component Worksheet

County: Mariposa Date: 5/18/21

	Fiscal Year 2020/21					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
1. Family Services Center	0	0	0	0	0	0
2. MHIT	0	0	0	0	0	0
3.	0					
CFTN Programs - Technological Needs Projects						
1.	0					
2.	0					
3.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

	Fiscal Year 2021/22					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
1. Family Services Center	0	0	0	0	0	0
2. MHIT	0	0	0	0	0	0
3.	0					
CFTN Programs - Technological Needs Projects						
1.	0					
2.	0					
3.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

	Fiscal Year 2022/23					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
1. Family Services Center	0	0	0	0	0	0
2. MHIT	0	0	0	0	0	0
3.	0					
CFTN Programs - Technological Needs Projects						
1.	0					
2.	0					
3.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and Prevention and Early Intervention Report FY 19-20)

Mariposa County Health and Human Services Prevention and Early Intervention Annual Evaluation

Fiscal Year 2019-2020

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

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Mariposa County Health and Human Services PEI Annual Evaluation FY 19/20

Overview:

Mariposa County's Behavioral Health and Recovery Services (MCBHRS) Prevention and Early Intervention (PEI) Annual Program Evaluation presents summaries and analyses of the seven PEI projects active during the fiscal year (FY) 2019-2020.

PEI is designed to engage individuals and prevent mental illnesses from becoming severe and disabling. PEI projects are also intended to increase the timely access to services for underserved populations. The goal is to reduce adverse outcomes that may be a result of an untreated mental health illness. The following seven programs were constructed with stakeholder participation to address the aforementioned. Each program is designed to be non-stigmatizing and nondiscriminatory.

1. **Yosemite National Park (YNP):** This early intervention program was designed and implemented in 2018 when stakeholders, the National Park Services (NPS), and the Hospitality industry reached out for assistance with mental health services in YNP. A mental health clinician was funded to provide services and interventions, to address and promote recovery and related functional outcomes for mental illness in early emergence by providing counseling and support services. This program is designed to reduce stigma and discrimination by serving people in an environment that connects staff to resources in their workplace.

2. **School Counselors:** Stakeholders identified a need for additional counselors within the school system. School aged youth are identified as a disparity in our county leading to the direct approach of funding additional counselors for students in our county. School counselors provide youth to youth mentoring, social support groups, resilience curriculum, individual counseling, crisis intervention, conflict resolution, assistance and support with anti-bullying curriculum, and youth lead stigma reduction activities. The design and implementation of the activities is in the school setting thus reducing the stigma and discrimination attached to seeking or receiving services.

3. **Drop In Center:** Mariposa Heritage House (MHH) is a safe, healthy, clean and sober support center reaching out to adults and their families, seeking to change their lives. The Drop-in Center was established for homeless and the underserved populations. MHH provides referrals and linkage to community supports and services as well as access to shower facilities, a kitchen, and group rooms seven days a week (8am – 7pm). This component reduces stigma and discrimination by serving people in an environment in which they are comfortable, such as the Drop In Center.

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4. **Crisis/Triage Response Assess Crisis (TRAC) Team:** This team connects early in onset, children with emotional disturbance, and adult/older adults with serious mental illness, to medically necessary care and treatment. This is accomplished through the 24/7 TRAC team and a 5-day a week warm line. Additionally, the team does outreach in the community including the local Drop in Center and schools. All of these activities touch the underserved populations in our community, especially those in generational poverty, a population identified in the 2015 Mariposa County Needs Assessments. The program reduces stigma and discrimination by serving people in an environment in which they are comfortable, such as the Wellness Center, the Drop-in Center, schools, and other community locations.

5. **Peer System Navigator:** The system navigator is the access and linkage to treatment component of our prevention and early intervention programs. The system navigator is designed to spend time in various community location, including, the local drop-in center, to provide connections to services and timely access to treatment. This program was initially funded out of WET and is now a prevention program.

6. **Mental Health First Aid:** This evidence-based program provides outreach for increasing recognition of early signs of mental illness and embodies the ideals set forth within PEI. This program engages and trains first responders to recognize and respond effectively to early signs of mental illness. The trainings are held in locations convenient for community members, community partners, consumers and family members. This program focuses on bringing about recovery, wellness, and resilience.

7. **Stigma Reduction Task Force:** The Stigma Reduction Task Force is an integral part of the Behavioral Health Board. The Task Force is made up of members, consumers, community-based partners, and staff. Activities are held throughout the year designed to reduce stigma in our unique rural community. In 2018, the Committee renamed themselves – Mariposa County Minds Matter Task Force. This component is designed to welcome community member's participation in the development of stigma and discrimination reducing activities.

8. **Central Valley Suicide Prevention Hotline (CVSPH):** In collaboration with this hotline, trainings are provided to MCBHRS staff and community. CVSPH is a means of suicide prevention for the community. The hotline assists individuals who are looking for resources and education regarding a loved one or friend and provides support for those in crisis. Stigma and discrimination are reduced by the anonymity of each phone call. This evidence-based practice reduces suicide by the accessibility of a local hotline, providing timely access to services, and access and linkages to treatment.

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Results and analysis of all PEI programs include the perspective of diverse people with lived experience through our local Behavioral Health Board.

Unserved and underserved populations were identified through internal and external needs assessments within our county. Outcomes and indicators for each program were selected because of stakeholder input on what would be the desired outcomes for those unserved and underserved populations. See appendixes for reporting forms and selected indicators for each program.

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Yosemite National Park Counselor

Component:
Early Intervention

Years Active:
2018 – Current

Unduplicated Individuals Served:
181

Yosemite National Park (YNP) lies within the boundaries of Mariposa County. In 2017 the National Park Service (NPS) employed 1,200 individuals in the summer and 800 individuals in the winder. The concessionaire within YNP employs a significant number of employees both seasonally and annually as well. This large population remains underserved. Geographically isolated and remote, YNP has limited resources in the way of mental health services. It is worth mentioning that in 2016, there were 5,217,144 visitors to Yosemite.

NPS and the concessionaire reached out to MCBHRS for assistance with mental health services within the YNP community as there was an increase in the employee suicide rate. MCBHRS provided a clinician onsite to address and promote recovery within the unique community that is YNP.

This community based Early Intervention Program will provide services and interventions to address and promote recovery and related functional outcomes for mental illness in early emergence by providing the following counseling and support activities:

- Individual Counseling
- Wellness Groups
- Crisis intervention
- Early intervention and Linkage to Services
- Education for Families and Employers

Yosemite National Park is an hour and a half from the township of Mariposa, where the majority of mental health services are available; creating a burdensome access to mental health system. Providing the above-mentioned services and activities within the boundaries of YNP, greatly enhances access and availability to services that would reduce negative outcomes that may result from untreated mental illness.

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As individuals or their families are identified as being in need of further mental health services, the clinician will provide direct access and linkage to MCBHRS or other appropriate services. This program facilitates timely access to services for this underserved population by virtue of their accessibility in the community setting. By talking openly about mental wellness in the community setting, the program design reduces stigma.

Method of Collection: Pre and post surveys were administered through some wellness groups, and sign in sheets.

Data Collection Period: Quarterly reports were submitted on the last day of January, April, July, and October.

Expected Outcomes: Our expected outcome for this program was to provide early intervention to a remote population of individuals that often remain untreated. This program is also expected to promote timely access to services, access, and linkage by referring individuals when identified as having that need.

Outcomes:

1. Reduction in prolonged suffering resulting from untreated mental illness – the number of individuals referred to mental health treatment
    a. Unduplicated: 2
    b. Duplicated: 2
2. Reduction in prolonged suffering by improved mental, emotional, and relational functioning – the number of individuals supported with education for families or employers.
    a. Unduplicated: N/A
    b. Duplicated: 46
3. Reduction in prolonged suffering by improved mental, emotional, and relational functioning – the number or individuals receiving crisis intervention / conflict resolution.
    a. Unduplicated: N/A
    b. Duplicated: 40
4. Reduction in prolonged suffering by improved mental, emotional, and relational functioning – the number of individuals served in wellness groups or workshops with improved recovery and related functioning outcomes as shown in pre/post surveys.
    a. Unduplicated: N/A
    b. Duplicated: 22
5. The number of individuals who received individual counseling

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a. Unduplicated: 179
b. Duplicated: 494

Results and Analysis:

Yosemite National Park is an isolated area with limited resources when it comes to mental health. A Licensed Professional Clinical Counselor provided early interventions to a population that often remains untreated.

Due to the nature of COVID-19, the latter half of the 19/20 fiscal year was primarily individual counseling sessions.

The clinician provided a valuable and important service to the incredibly isolated YNP. Over 181 unduplicated individuals were served in any capacity and 2 individuals were identified as needing to be referred to ongoing mental health services. This is 2 individuals that may have remained underserved or unserved.

There were some overall challenges with the implementation of this program due to COVID-19, not all demographics and sign in sheets were captured. Overall demographic data could be misrepresented.

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School Counselors

Component:	Years Active:	Unduplicated Individuals Served:
Prevention and Early Intervention	2014 – Current	2494

In 2014, MCBHRS explored how to increase our ability to prevent mental illness amongst children and youth. MCBHRS had conversations with the Mariposa Unified School District surrounding the lack of counseling/support capacity within the elementary schools. At that time the District had only one full-time counselor between 6 elementary schools. This limited capacity made it difficult for the District to detect early warning signs of mental illness and even more difficult to provide support for children and families.

Although data indicated an increase in all areas of service for elementary age children, it became evident from stakeholder feedback and discussions with the District that another counselor was needed in the elementary schools. One counselor was serving 4 schools that are geographically spread out; necessitating long commutes between sites and a decreased overall ability to serve children and families. The feedback and discussions indicated that this population age group is underserved.

Feedback from youth stakeholders and discussions with the School District indicated that a mental health counselor was needed to serve the high school-age population. The feedback and discussions indicated that this population age group was also underserved.

Early in the 2017/18 school year, the local charter school reached out to MCBHRS to request PEI services at their site. The school receives some support from the school district special education department, but their needs exceeded the support available. MCBHRS, with stakeholder agreement, began serving the school in the spring of 2018.

MCBHRS funded 5.5 FTE school counselors for school aged youth, to provide services and interventions to address and promote recovery and related functional outcomes for mental illness in early emergence along with reducing risk factors and building protective factors.

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This fiscal year counselors increased the amount of interventions and services during the reporting period. In February the counselors implemented the signs of suicide and ripple effect programs, that taught students to identify whether they themselves or a friend were at risk for suicide or struggling with depression.

Below if a list of groups offered within the school district:

- Suicide awareness
- Coping skills
- 2nd step
- Ripple Effect
    - Anxiety
    - Motivation
    - Cultural differences
    - Active listening
- Social, emotional management
- Academic support
- Suicide prevention / signs of suicide
- Family issues
- Divorce
- Conflict resolution
- Community circle

Method of Collection: Sign in sheets, and data from electronic health record. MCBHRS will continue to encourage and support counselors to utilize pre and post surveys for groups, however this proved to be a challenge for schools with COVID-19. See appendixes for reporting forms for this program.

Data Collection Period: Quarterly reports were submitted on the last day of January, April, July, and October.

Expected Outcomes: Increased access and linkage to services for school aged youth and family member

Outcomes:

1. Reduction in prolonged suffering from untreated mental illness- the number of individuals referred to mental health services.
    a. Elementary School: 56

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   b. High School: 28
2. Reduction in prolonged suffering by improved mental, emotional, and relational functioning- the number of students in groups with improved social functioning as indicated by pre/post surveys.
   a. Elementary School: 1933
   b. High School: 103
3. Reduction in prolonged suffering by improved mental, emotional, and relational functioning – the number of students receiving crisis intervention / threat assessments
   a. Elementary School: 252
   b. High School: 176
4. The number of family members served
   a. Elementary School: 261
   b. High School: 221
5. The number of individuals served
   a. Elementary School: 2095
   b. High School: 399

Results and Analysis:

Since schools closed due to COVID-19 in March 2020, the school communicated with the students through phone calls, emails and social media. The school district made a concerted effort to support students emotionally, academically, and behaviorally in addition to connecting their families to resources available in the community. The school districted also began developing a more consistent way of counseling students both individually and in small groups through distance learning.

COVID-19 limited access to students, and made it more difficult to provider counseling services, some sites have continued sessions via zoom. However, due to our rural community, and some student's ability to access internet, the ability to participate online via zoom was more challenging.

During the COVID-19 shutdown, counselors continue to meet monthly, to discuss techniques, students of concern, and available community resources.

Even with the challenges the school district faced with COVID-19 and distance learning, there was a significant increase in the number individuals served this fiscal year.

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Drop In Center

Component:
Timely Access to Services for Underserved Populations

Years Active:
2015 - Current

Unduplicated individuals served:
910

In 2015 MCBHRS contracted with the Alliance for Community Transformations, a Community Based Organization (CBO), to operate a Wellness Center partially funded through MHSA funds. Our community environment has changed along with the population served through this program. In conversation with Alliance and through feedback from our stakeholder's process, we felt that outreach and engagement of our unserved and underserved population would be best served through shifting this program to a drop-in center. This has proven to be a good partnership as Alliance staff members are leads in our Stigma Reduction Task Force, Mariposa Minds Matter (MMM) and includes the region's Access Ambassador. Staff are excellent at building relationships and outreach to unserved and underserved population.

Method of Collection: Sign in sheets and spreadsheets. See appendixes for reporting forms for this program.

Data Collection Period: Quarterly reports submitted on the last day of January, April, July, and October.

Expected Outcomes: Our expected outcome for this community-based practice is improved timely access to services for underserved populations who need mental health services.

Outcomes:

1. The number of individuals referred to treatment beyond early onset – referrals to MH services.
    a. Unduplicated: 29
    b. Duplicated: 43
2. The number of individuals that engaged in treatment after referral.
    a. Unduplicated: 19
    b. Duplicated: 19

3. The average interval between referral and engagement:
    a. 6.4375 days to treatment this fiscal year.
4. The number of homeless individuals served.
    a. Unduplicated: 346
    b. Duplicated: 7467
5. The number of individuals served.
    a. Unduplicated: 910
    b. Duplicated: 34,910

Results & Analysis:

This population of individuals has always been difficult for MCBHRS to engage; this program speaks to the success they have experienced in not only engaging this hard to reach population, but also encouraging and supporting these individuals to seek mental health treatment. This is evident in not only the number of referrals to mental health services, but also the number of participants that engaged in services after the referral.

Description of ways the program encouraged access to services and follow through on referrals:

During the first quarter staff established a rapport with clients, empowerment, and warm hand-offs. Staff also provides consistent engagement with participants. The program specialists conducted routine and frequent check-ins and follow-up.

COVID-19 resulted in the drop-in center temporarily closing their doors to the public and adapting to a way to provide services. This was a considerable challenge as new communication methods and service deliveries required virtual and technical abilities of which the homeless population doesn't have much access to.

Challenges/ Successes/ Lessons Learned:

The biggest challenge the drop-in center faced was learning to navigate the virtual world and facilitate staff trainings to deliver the best possible classroom and learning experience.

SUD counselors spent 7 – 8 hours weekly, helping new and existing clients navigate the platforms, testing their equipment and connections.

Some clients have no internet access or electronic devises; clients were provided access at the drop-in center through a computer room and tablet, by appointment.

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Crisis /TRAC Team

Component:	Years Active:	Duplicated Individuals Served:
Access and Linkage to Treatment	2014 - Current	182

In 2014 we created a Crisis/TRAC Team that was partially funded through the SB 82 grant. This team responds with law enforcement, to the jail, to community-based organizations, to schools and to our medical partners, not only during times of crisis, but to intervene in situations before they reach higher levels of crisis. At the end of the SB 82 grant, and with the positive feedback from stakeholders on the continued need for this program, PEI funds supplement the funding of this program, along with Medi-Cal billing.

Method of Collection: TRAC team members gathered data on the crisis forms and outreach forms to capture the required information. Mariposa County Behavioral Health & Recovery Services utilizes the electronic health record and the timeline to services spreadsheet to capture the referral information. See appendixes for reporting forms for this program.

Data Collection Period: Quarterly reports submitted on the last day of January, April, July, and October.

Expected Outcomes: Our expected outcome for this program is improved timely access to services for underserved populations who need mental health services.

Outcomes:

1. The number of individuals referred to mental health.
    a. 26
2. The number of individuals that followed through and engaged.
    a. 12
3. The average duration of untreated mental illness.
    a. N/A – This is not a data point that was captured this fiscal year.
4. The average interval between referral and engagement.
    a. 4.25 days

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Results & Analysis:

During this fiscal year, 182 duplicated individuals were served; of those 182 individuals, 26 were referred for ongoing mental health services.

During the 19/20 fiscal year there was a period where the unit was severely understaffed, and the demographic data was not captured in a way that Quality Assurance could reliably extract the data from the electronic health record. The demographic data on the last page of this report reflects all PEI programs.

Although it is clear that the program is positively impacting those at risk of severe mental illness by identifying those individuals that need to be referred to ongoing mental health services, more analysis could be done to indicate why only a small portion of those individuals referred actually engaged in services.

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Mental Health First Aid

Component:
Outreach for increasing recognition for early signs

Years Active:
2014 - Current

Unduplicated Individuals Served:
46

Method of Collection:

Post surveys and sign in sheets. See appendixes for reporting forms for this program.

Data Collection Period:

Reported at the end of each Mental Health First Aid (MHFA) Training (5 for fiscal year 19/20).

Types of potential responders engaged:

Behavioral health staff, general community, community-based organizations, homeless shelter staff, correctional/ jail officers, Health and Human Services staff, In Home Support Services (IHSS).

Expected Outcomes:

Our expected outcome for this program is to provide outreach for increasing recognition of early signs of mental illness as well as promoting access to services.

Outcomes:

Evaluation indicators are the number of participants that agree or strongly agree that because of the training, they feel more confident that they can:

1. Recognize the signs that someone may be dealing with a mental health problem.
    a. 46 participants agreed.
2. Assist a person who may be dealing with a mental health crisis seek professional help.
    a. 44 participants agreed.

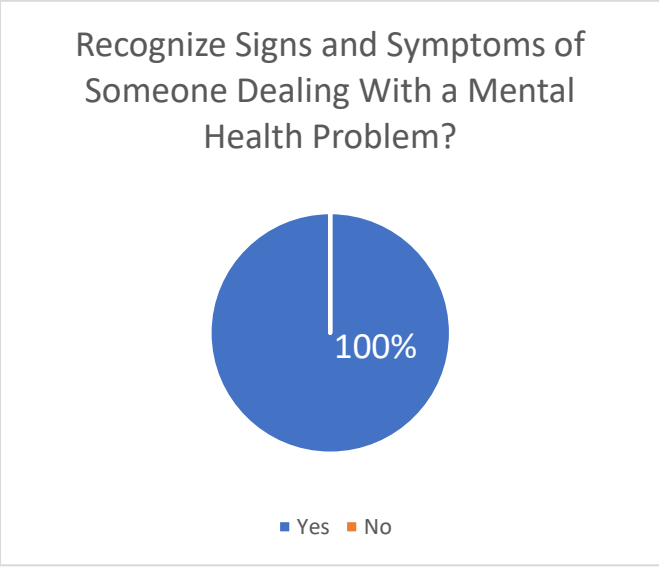
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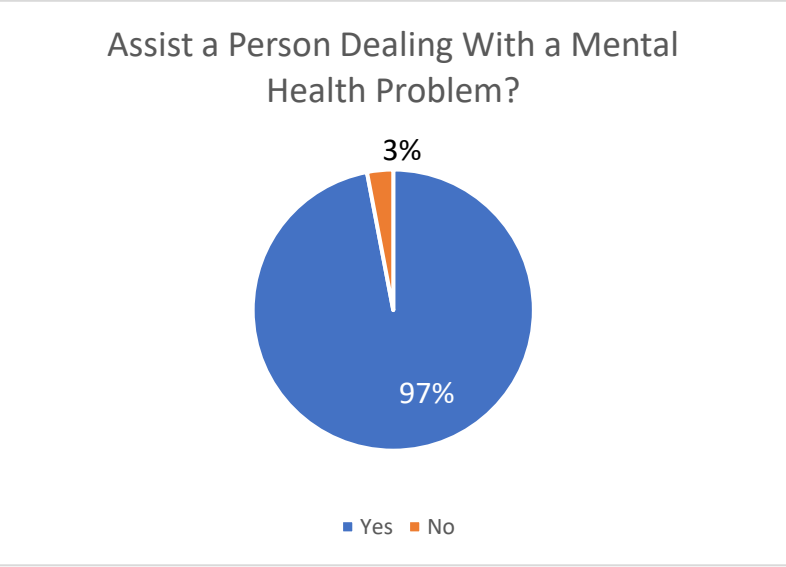
Results & Analysis:

MCBHRs hosted 5 mental health first aid trainings in the first half of the 19/20 fiscal year: one youth MHFA, and four adult MHFA courses. Each training informs responders on how to access and link individuals to treatment. Trained responders may interface with unserved or underserved populations and are training in assisting an individual in seeking treatment. It is expected that this will promote timely access to services.

As evident by the post surveys after each training; all participants felt that they were more informed on how to recognize the signs of mental illness, and all but two participants that attended the trainings over the 2019/2020 fiscal year felt that they could assist a person who is dealing with mental health issues or seek help. This indicates the success of the MHFA program in increasing recognition of early signs and symptoms of mental illness.

COVID-19 has significantly impacted the ability to host and provide MHFA in large group settings, no sessions were held in the latter part of the 2019/2020 fiscal year.





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Mariposa Minds Matter

Component:
Stigma and Discrimination Reduction

Years Active:
2016 - Current

Unduplicated Individuals Served:
Unknown

Method of Collection:

The Program mainly consists of one touch encounters. However, some pre/post surveys were administered at some of the large events. However during COVID-19 this was a struggle.

Data Collection Period:

Data is reported at the end of each event.

Expected Outcomes:

The outcomes for activities are a reduction in negative feelings, attitudes, beliefs, perceptions, stereotypes, and discrimination related to being diagnosed with mental illness. The program is also expected to increase acceptance, dignity, and inclusion for individuals with mental illness and their families. It is also expected to encourage self-acceptance for members of the committee.

Outcomes:

Mariposa Minds Matter (MMM) task force created two written public service announcements that went out over various Facebook sites. One provided information to the community on signs and symptoms of suicide and phone numbers to call 24/7 for assistance. The second public service announcement was in honor of National Recovery Month inviting folks in celebrating those in recovery along with 24/7 phone numbers for those in need. COVID-19 created some struggles for this committee as county fairs, farmers markets and other festivals were cancelled.

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Results & Analysis:

MMM task force lost its chairperson in the fall of 2019. The new chairperson took over in January 2020 with the first meeting of new leadership occurring at the end of February. Due to the COVID-19 pandemic, only two in person meetings took place with the rest being conducted virtually through the end of 2020.

Meetings are held every other week, and the first two months of new leadership were spent recruiting new members as membership had significantly dropped off. MMM also prepared several community events during this time where the plan was to re-acquaint the community to the mission and purpose of the MMM as well as provide education on mental health and wellness, and stigma reduction. However, due to the ongoing COVID-19 pandemic, all in-person community events were cancelled through the rest of the 2020 fiscal year. MMM had to readjust how it was going to meet the goals given these limiting circumstances.

While the committee was successful in shifting gears to more virtual focuses, reporting remained a struggle this fiscal year. The committee was unable to accurately calculate the number of individuals served in this FY.

Membership continued to lag due to outreach challenges due to the pandemic until late 2020 when MMM welcomed members of the community wide communication team created to disseminate information. The task force now has a healthy and active membership.

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Central Valley Suicide Prevention Hotline

Component:	Years Active:	Unduplicated Individuals Served:
Suicide Prevention	2015 - Current	23

MCBHRS began working with the Central Valley Crisis Suicide Prevention Hotline in 2015.

The Central Valley Crisis and Suicide Prevention Hotline, CVSPH, took their first call on January 17, 2013. The Hotline operated on a limited basis five days a week for twelve hours each day. In July 2013, CVSPH expanded operation to 24 hours per day, seven days per week, and 365 days per year. In January 2014, CVSPH received National Accreditation being recognized as a best practice call center by the American Association of Suicidology. The Hotline is also a member of National Suicide Prevention Lifeline which provides interpreters for 150 different languages.

CVSPH serves California's Central Valley, a culturally diverse group of seven counties: Fresno, Tulare, Kings, Madera, Mariposa, Merced, and Stanislaus. The Hotline is operated by staff utilizing volunteers to minimize cost and maximize efficiency.

The Hotline assists individuals who are looking for resources and education regarding a loved one or friend, provides support for those in crisis and keeps people safe who have suicidal ideation or that are in the process of killing themselves.

Method of Collection:

Tracking of the number of those that call the hotline. The hotline also provides the reason for the calls, demographic information and an evaluation of how many crisis calls were received, cost associated with those calls, and the cost savings of each call.

Data Collection Period:

Quarterly reports submitted on the last day of January, April, July and October.

Expected Outcomes:

The expected outcome of this evidence-based practice is to reduce suicide by the accessibility of a local hotline providing timely access to services and access to linkage to treatment.

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Outcomes:

1. The number of individuals that called.
    a. 23

Results & Analysis:

Central Valley Suicide Prevention Hotline (CVSPH) provides a valuable resource to those in need. CVSPH uses the Columbia Suicide Severity Rating Scale which has been adopted for the National Suicide Prevention Lifeline, to assess risk of callers, this is an evidence-based tool all member use in their assessment of callers.

Of the 23 calls to the hotline,

As our county has been consumed by wildfires, and other natural disasters the 19/20 fiscal year, this hotline has provided a significant wealth of support and information to residents.

Additionally, the hotline estimates that Mariposa County saved approximately $18,764.55 this fiscal year by having this hotline available; providing support to individuals who would otherwise require, crisis stabilization stays, jails, law enforcement response, emergency room visits etc.

Aggregate Demographic Information for all PEI Components:

Age	
0 – 15 Years Old	2002
16 – 25 Years Old	764
26 – 59 Years Old	715
60+ Years Old	146
Decline	53
Gender @ Birth	
Male	2178
Female	1857
Decline	22
Current Gender	
Male	470
Female	343
Transgender	Suppressed
Queer	Suppressed
Questioning	Suppressed
Other	Suppressed
Decline	12
Sexual Orientation	
Gay or Lesbian	18
Heterosexual	783
Bisexual	21
Questioning/ Unsure	Suppressed
Queer	Suppressed
Other	Suppressed
Decline	183
Veteran Status	
Yes	46
No	842
Decline	129

Disability	
Difficulty Seeing	16
Difficulty Hearing	13
Other	28
Mental Illness	114
Physical / Mobility	82
Chronic Condition	78
Decline	19
None	Suppressed

Language	
English	3714
Spanish	244
Unknown	65

Race			
American Indian or Alaska Native	240	White	1892
Asian	39	Other	56
Black or African American	28	More than one race	99
Native Hawaiian or Other Pacific Islander	Suppressed	Decline	209
Ethnicity			
Caribbean	Suppressed	European	41
Central American	Suppressed	Filipino	Suppresse
Mexican/Mexican American / Chicano	28	Japanese	Suppresse
Puerto Rican	Suppressed	Korean	Suppresse
South American	Suppressed	Middle Eastern	Suppresse
African	Suppressed	Vietnamese	Suppresse
Asian Indian/ South Asian	Suppressed	Other	148
Cambodian	Suppressed	Decline	154
Chinese	Suppressed	Unknown	417
Eastern European	39	More than one ethnicity	24

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- It should be noted that the PEI demographic data reflected in this fiscal year report excludes demographic data for the TRAC/Crisis team. Due to many staff turnovers and inconsistent staffing, demographic data was not captured in a way that could be reliably extracted from our electronic health record.

- Mental Health First Aid only collect age, gender, and race.

- The schools only collect age and race.

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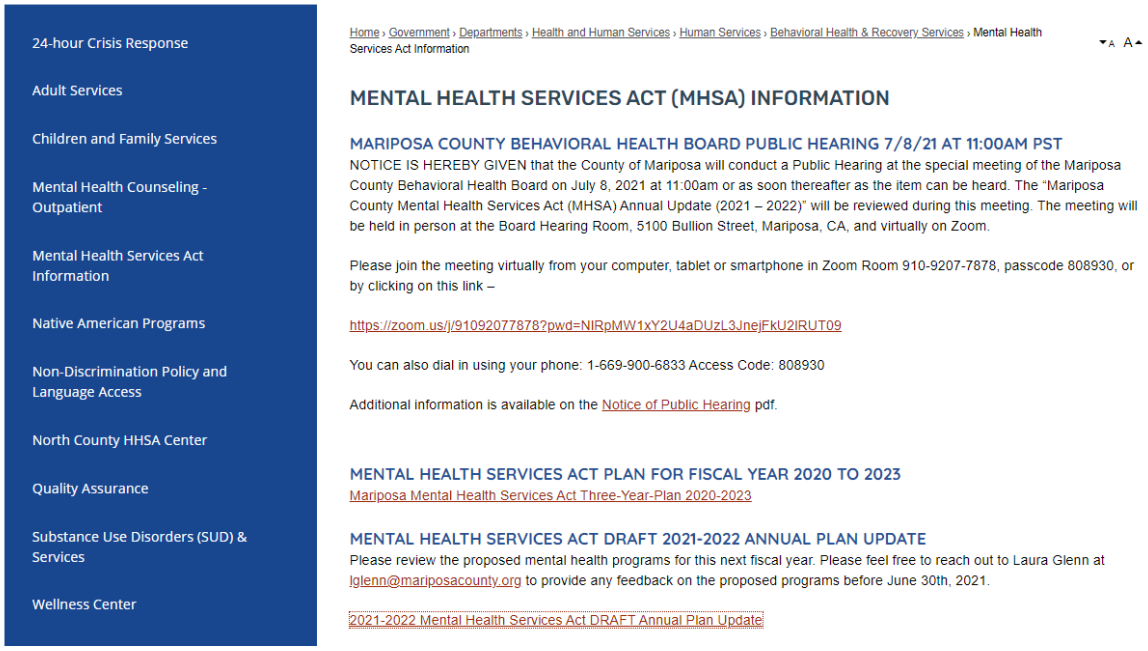
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Behavioral Health Board Minutes

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

Board of Supervisors Agenda

Website Screenshot with Draft Posting



24-hour Crisis Response
Adult Services
Children and Family Services
Mental Health Counseling - Outpatient
Mental Health Services Act Information
Native American Programs
Non-Discrimination Policy and Language Access
North County HHSA Center
Quality Assurance
Substance Use Disorders (SUD) & Services
Wellness Center

Home › Government › Departments › Health and Human Services › Human Services › Behavioral Health & Recovery Services › Mental Health Services Act Information

MENTAL HEALTH SERVICES ACT (MHSA) INFORMATION

MARIPOSA COUNTY BEHAVIORAL HEALTH BOARD PUBLIC HEARING 7/8/21 AT 11:00AM PST

NOTICE IS HEREBY GIVEN that the County of Mariposa will conduct a Public Hearing at the special meeting of the Mariposa County Behavioral Health Board on July 8, 2021 at 11:00am or as soon thereafter as the item can be heard. The "Mariposa County Mental Health Services Act (MHSA) Annual Update (2021 – 2022)" will be reviewed during this meeting. The meeting will be held in person at the Board Hearing Room, 5100 Bullion Street, Mariposa, CA, and virtually on Zoom.

Please join the meeting virtually from your computer, tablet or smartphone in Zoom Room 910-9207-7878, passcode 808930, or by clicking on this link –

https://zoom.us/j/91092077878?pwd=NlRpMW1xY2U4aDUzL3JnejFkU2lRUT09

You can also dial in using your phone: 1-669-900-6833 Access Code: 808930

Additional information is available on the Notice of Public Hearing pdf.

MENTAL HEALTH SERVICES ACT PLAN FOR FISCAL YEAR 2020 TO 2023

Mariposa Mental Health Services Act Three-Year-Plan 2020-2023

MENTAL HEALTH SERVICES ACT DRAFT 2021-2022 ANNUAL PLAN UPDATE

Please review the proposed mental health programs for this next fiscal year. Please feel free to reach out to Laura Glenn at lglenn@mariposacounty.org to provide any feedback on the proposed programs before June 30th, 2021.

2021-2022 Mental Health Services Act DRAFT Annual Plan Update

Appendix

Appendix A: Stakeholder Survey (Page 1 of 7)

2021 - 2021 Mental Health Services Act Stakeholder Survey

Mariposa County Behavioral Health and Recovery Services (MCBHRS) is asking for feedback on the current programs and services for mental health services. Please take a couple of minutes to provide us with your comments.

This survey is voluntary and responses will be anonymous. Responses from this survey will inform the annual update to our Mental Health Services Act (MHSA) Plan.

What is the Mental Health Services Act (MHSA)?

Proposition 63 was passed in November 2004, this act imposes a 1% tax on personal income in excess of $1 million. MHSA's goal is to reduce the long-term impact on individuals and families resulting from untreated mental illness. MHSA provides funding to support county mental health programs for families, children, and transitional aged youth, adults, and older adults. This survey is for you to provide us with feedback regarding the mental health services available in Mariposa County.

1. What age groups do you feel are most underserved in the community when it comes to mental health services?

- [ ] 0 - 15 years old
- [ ] 16 - 25 years old
- [ ] 26 - 59 years old
- [ ] 60+

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

Appendix A: Stakeholder Survey (Page 2 of 7)

2. How true are the following statements about the overall mental health system in Mariposa County?

	Not true at all	Somewhat true	Mostly true	Very true	Not sure
Mariposa County has mental health services that meet the needs of the community.	○	○	○	○	○
Mental health services in mariposa county are easy for people to access.	○	○	○	○	○
The mental health services provided have been helpful to the community.	○	○	○	○	○
I am satisfied with the current mental health programs and services available.	○	○	○	○	○

3. What are some mental health activities, programs or services that have been the most helpful to the community?

Appendix A: Stakeholder Survey (Page 3 of 7)

4. What are some mental health related activities, programs or services that can be done better?

5. Please provide any additional comments on the mental health services in Mariposa County.

Appendix A: Stakeholder Survey (Page 4 of 7)

Please Tell Us About Yourself

6. Which of the following best describes you?

- ○ Consumer or consumer family member
- ○ Educator or teacher
- ○ Advocate
- ○ Human services provider
- ○ Health provider
- ○ Law enforcement
- ○ Student
- ○ Veteran
- ○ Homeless
- ○ Community based organization
- ○ Faith based organization
- ○ Other
- ○ Decline to answer

7. What is your age?

- ○ 0 - 15 years old
- ○ 16 - 25 years old
- ○ 26 - 59 years old
- ○ 60+ years old
- ○ Decline

Appendix A: Stakeholder Survey (Page 5 of 7)

8. What is your primary language?

- ◯ English
- ◯ Spanish
- ◯ Other
- ◯ Decline

9. What was your gender assigned at birth?

- ◯ Male
- ◯ Female
- ◯ Decline

10. What is your current gender identity?

- ◯ Male
- ◯ Female
- ◯ Transgender
- ◯ Queer
- ◯ Questioning or Unsure
- ◯ Other Gender Identity
- ◯ Decline

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

Appendix A: Stakeholder Survey (Page 6 of 7)

11. What is your sexual orientation?

- ◯ Gay or Lesbian
- ◯ Heterosexual or Straight
- ◯ Bisexual
- ◯ Questioning or Unsure
- ◯ Queer
- ◯ Other
- ◯ Decline

12. Are you a veteran?

- ◯ Yes
- ◯ No
- ◯ Decline

13. Do you have any of the following disabilities?

- ◯ Difficulty seeing
- ◯ Difficulty hearing
- ◯ Mental illness
- ◯ Physical / mobility issues
- ◯ Chronic health conditions
- ◯ Other
- ◯ None
- ◯ Decline

Appendix A: Stakeholder Survey (Page 7 of 7)

14. What is your race?

- ◯ American Indian or Alaska Native
- ◯ Asian
- ◯ Black or African American
- ◯ Native Hawaiian or Other Pacific Isalnder
- ◯ White
- ◯ Multiple Races
- ◯ Decline

15. What is your ethnicity?

- ◯ Caribbean
- ◯ Central American
- ◯ Mexican/Mexican America - American/Chicano
- ◯ Puerto Rican
- ◯ South American
- ◯ Other Hispanic or Latino
- ◯ African
- ◯ Asian Indian / South Asian
- ◯ Cambodian
- ◯ Chinese
- ◯ Eastern European
- ◯ European
- ◯ Filipino
- ◯ Japanese
- ◯ Korean
- ◯ Middle Eastern
- ◯ Vietnamese
- ◯ Other Non-Hispanic or Latino
- ◯ Multiple ethnicities
- ◯ Decline

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

Appendix B: Stakeholder PPT (Page 1 of 5)







Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

Appendix B: Stakeholder PPT (Page 2 of 5)

What is the Mental Health Services Act?

- The Mental Health Services Act (MHSA) is proposition 63 was passed in November 2004, the act imposes a 1% tax on personal income in excess of $1 million.
- MHSA's goal is to reduce the long-term impact on individuals and families resulting from untreated serious mental illness.
- MHSA provides funding to support county mental health programs for families, children, and transition age youth, adults and older adults.

MHSA Components

Community Services and Supports (CSS)
- Outreach and direct services for serious emotional disturbances or serious mental illness (all ages).

Prevention and Early Intervention (PEI)
- Prevent the development of mental health problems, and screen for and intervene with early signs.

Workforce, Education & Training (WET)
- Build, retrain, and train public mental health workforce.

Capital Facilities & Technology Needs (CFTN)
- Infrastructure support.

Innovation (INN)
- Test new approaches that may improve mental health outcomes.

What are the MHSA Requirements?

The MHSA process must include the following:

- Community Collaboration – Stakeholder involvement in all stages
- Cultural competence
- Client driven
- Family driven
- Wellness, recovery and resilience focused
- Integrated service experiences for clients and their families



Appendix B: Stakeholder PPT (Page 3 of 5)

What is the stakeholder process?

- What is a stakeholder?
  - An individual or entity with an interest in mental health services.
- MHA programs must include stakeholder involvement at every stage of the process.
  - Developing
  - Implementing
  - Planning
  - Evaluating
- The stakeholder process must include education, input and feedback.



Roles and Responsibilities

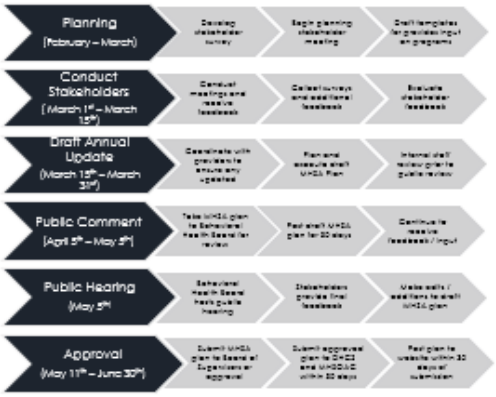
Stakeholders – Present perspectives and experiences to provide input on how to meet the community's needs.

Behavioral Health – Develop the MHSA program updates that is reflective of community needs, priorities, and identified strategies.

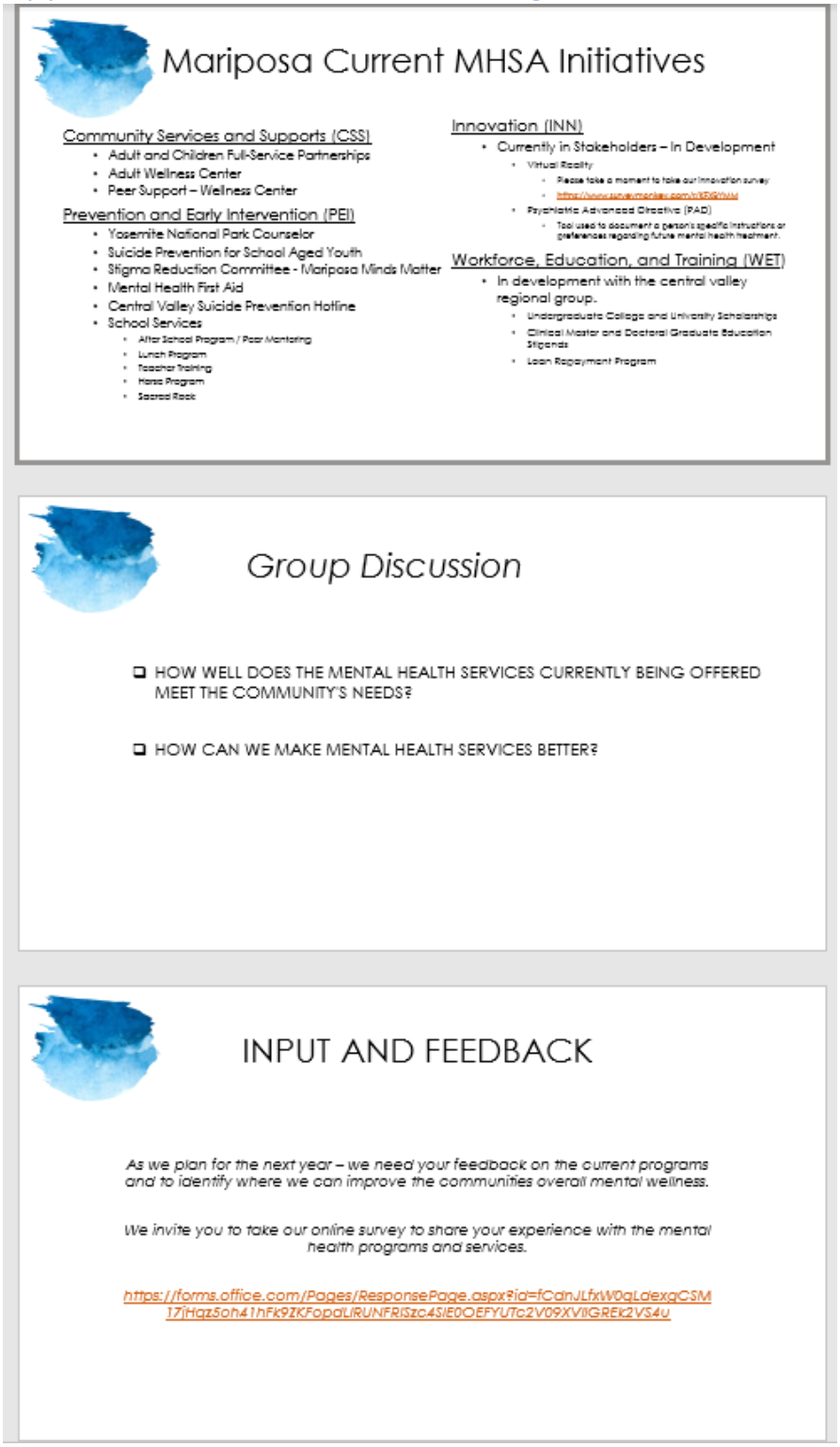
Behavioral Health Board - Assure stakeholder involvement, review and advise on the MHSA annual update, and conduct a public hearing.

Board of Supervisors – Review and approve the MHSA annual update.

MHSA Planning Process



Appendix B: Stakeholder PPT (Page 4 of 5)



Mariposa Current MHSA Initiatives

Community Services and Supports (CSS)
- Adult and Children Full-Service Partnerships
- Adult Wellness Center
- Peer Support – Wellness Center

Prevention and Early Intervention (PEI)
- Yosemite National Park Counselor
- Suicide Prevention for School Aged Youth
- Stigma Reduction Committee - Mariposa Minds Matter
- Mental Health First Aid
- Central Valley Suicide Prevention Hotline
- School Services
  - After School Program / Peer Mentoring
  - Lunch Program
  - Teacher Training
  - Horse Program
  - Sacred Rock

Innovation (INN)
- Currently in Stakeholders – In Development
  - Virtual Reality
    - Please take a moment to take our innovation survey
    - https://forms.office.com/Pages/ResponsePage.aspx?id=fCanJLfxW0qLdexqCSM17jHqz5oh41hFk9ZKFopaUlRUNFRISzc4SlE0OEFYUTc2V09XVlIGREk2VS4u
  - Psychiatric Advanced Directive (PAD)
    - Tool used to document a person's specific instructions or preferences regarding future mental health treatment.

Workforce, Education, and Training (WET)
- In development with the central valley regional group.
  - Undergraduate College and University Scholarships
  - Clinical Master and Doctoral Graduate Education Stipends
  - Loan Repayment Program

Group Discussion

- ❑ HOW WELL DOES THE MENTAL HEALTH SERVICES CURRENTLY BEING OFFERED MEET THE COMMUNITY'S NEEDS?
- ❑ HOW CAN WE MAKE MENTAL HEALTH SERVICES BETTER?

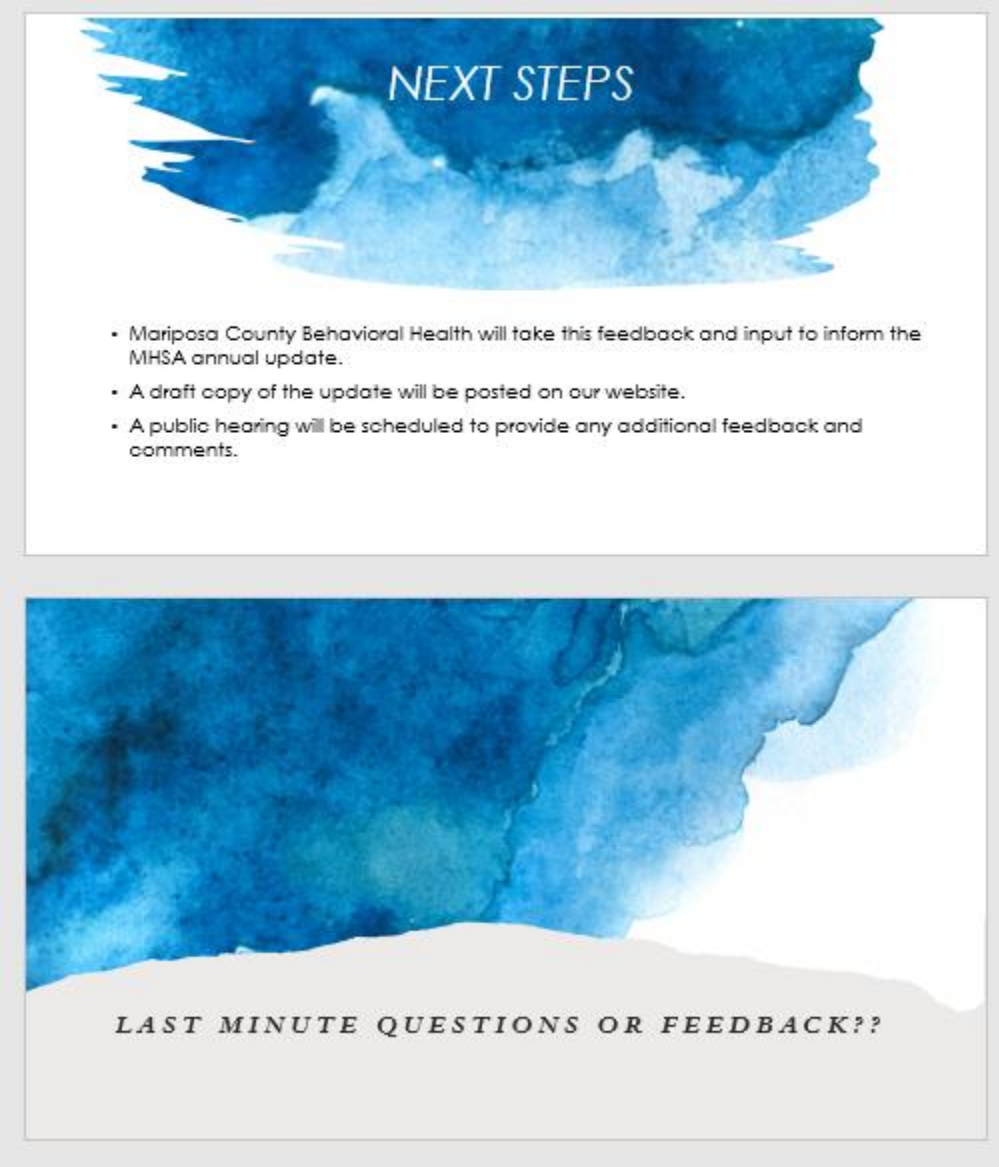
INPUT AND FEEDBACK

As we plan for the next year – we need your feedback on the current programs and to identify where we can improve the communities overall mental wellness.

We invite you to take our online survey to share your experience with the mental health programs and services.

https://forms.office.com/Pages/ResponsePage.aspx?id=fCanJLfxW0qLdexqCSM17jHqz5oh41hFk9ZKFopaUlRUNFRISzc4SlE0OEFYUTc2V09XVlIGREk2VS4u

Appendix B: Stakeholder PPT (Page 5 of 5)



Appendix C: Innovation Stakeholder Flyers (Page 1 of 3)

CONCEPTSFORWARD CONSULTING

MHSOAC Mental Health Services Oversight & Accountability Commission

USC Gould School of Law — Saks Institute for Mental Health Law, Policy, and Ethics

CalMHSA

PSYCHIATRIC ADVANCE DIRECTIVES INFORMATIONAL PRESENTATION

APRIL 7, 2021
10:00AM-11:30AM

Please join us for an informational session to learn about psychiatric advance directives (PADs).

Mental Health Lawyer and Consumer Advocate Laurie Hallmark will discuss advocacy for people living with serious mental illness. Topics will include the use of PADs as a foundation for Supportive Decision Making and how PADs can assist in the reduction of recidivism within the cycle of incarceration, homelessness, and hospitalization. Ms. Hallmark is employed by the Texas Rio Grande Legal Aid, as a Special Projects Director for Mental Health Programs and is an advisor to the State of California MHSA multi-county Innovations PADs Project.

Who should attend:
Behavioral Health Advisory Boards and Commissions, Board of Supervisors, Law Enforcement, Public Guardians, County Mental Health Plans, local NAMI

Zoom Information:

You are invited to a Zoom meeting.

When: April 8, 2021 10:00 AM Pacific Time (US and Canada)

Register in advance for this meeting:

https://usclaw.zoom.us/meeting/register/tJMqc-2trD8jE9GLcWC77DAfE6AkMBRfCZrX

After registering, you will receive a confirmation email containing information about joining the meeting.

For additional questions, please contact your county MHSA Coordinator Kiran Sahota at ksahota@conceptsforward.com or USC's Saks Institute Director Christopher Schnieders at cschnieders@law.usc.edu

Interested Counties:

The County of Fresno 1856 — Department of Behavioral Health

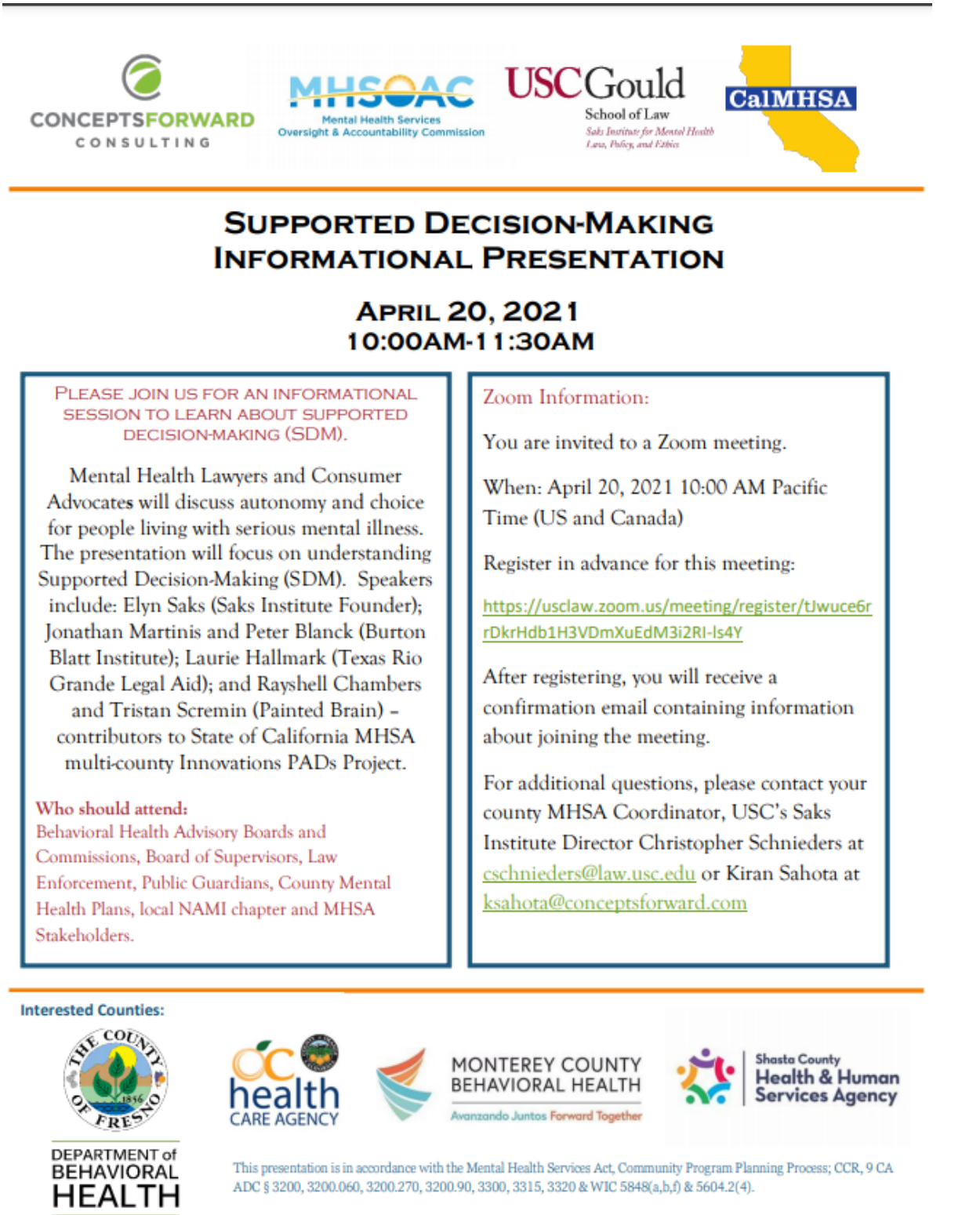
CC health Care Agency

Monterey County Behavioral Health — Avanzando Juntos Forward Together

Shasta County Health & Human Services Agency

This presentation is in accordance with the Mental Health Services Act, Community Program Planning Process; CCR, 9 CA ADC § 3200, 3200.060, 3200.270, 3200.90, 3300, 3315, 3320 & WIC 5848(a,b,f) & 5604.2(4).

Appendix C: Innovation Stakeholder Flyers (Page 2 of 3)



CONCEPTSFORWARD CONSULTING

MHSOAC Mental Health Services Oversight & Accountability Commission

USC Gould School of Law — Saks Institute for Mental Health Law, Policy, and Ethics

CalMHSA

SUPPORTED DECISION-MAKING INFORMATIONAL PRESENTATION

APRIL 20, 2021
10:00AM-11:30AM

PLEASE JOIN US FOR AN INFORMATIONAL SESSION TO LEARN ABOUT SUPPORTED DECISION-MAKING (SDM).

Mental Health Lawyers and Consumer Advocates will discuss autonomy and choice for people living with serious mental illness. The presentation will focus on understanding Supported Decision-Making (SDM). Speakers include: Elyn Saks (Saks Institute Founder); Jonathan Martinis and Peter Blanck (Burton Blatt Institute); Laurie Hallmark (Texas Rio Grande Legal Aid); and Rayshell Chambers and Tristan Scremin (Painted Brain) – contributors to State of California MHSA multi-county Innovations PADs Project.

Who should attend:
Behavioral Health Advisory Boards and Commissions, Board of Supervisors, Law Enforcement, Public Guardians, County Mental Health Plans, local NAMI chapter and MHSA Stakeholders.

Zoom Information:

You are invited to a Zoom meeting.

When: April 20, 2021 10:00 AM Pacific Time (US and Canada)

Register in advance for this meeting:

https://usclaw.zoom.us/meeting/register/tJwuce6rrDkrHdb1H3VDmXuEdM3i2RI-ls4Y

After registering, you will receive a confirmation email containing information about joining the meeting.

For additional questions, please contact your county MHSA Coordinator, USC's Saks Institute Director Christopher Schnieders at cschnieders@law.usc.edu or Kiran Sahota at ksahota@conceptsforward.com

Interested Counties:

THE COUNTY OF FRESNO 1856 — DEPARTMENT of BEHAVIORAL HEALTH

OC health CARE AGENCY

MONTEREY COUNTY BEHAVIORAL HEALTH — Avanzando Juntos Forward Together

Shasta County Health & Human Services Agency

This presentation is in accordance with the Mental Health Services Act, Community Program Planning Process; CCR, 9 CA ADC § 3200, 3200.060, 3200.270, 3200.90, 3300, 3315, 3320 & WIC 5848(a,b,f) & 5604.2(4).

Appendix C: Innovation Stakeholder Flyers (Page 3 of 3)

Mariposa County
Health & Human Services Agency

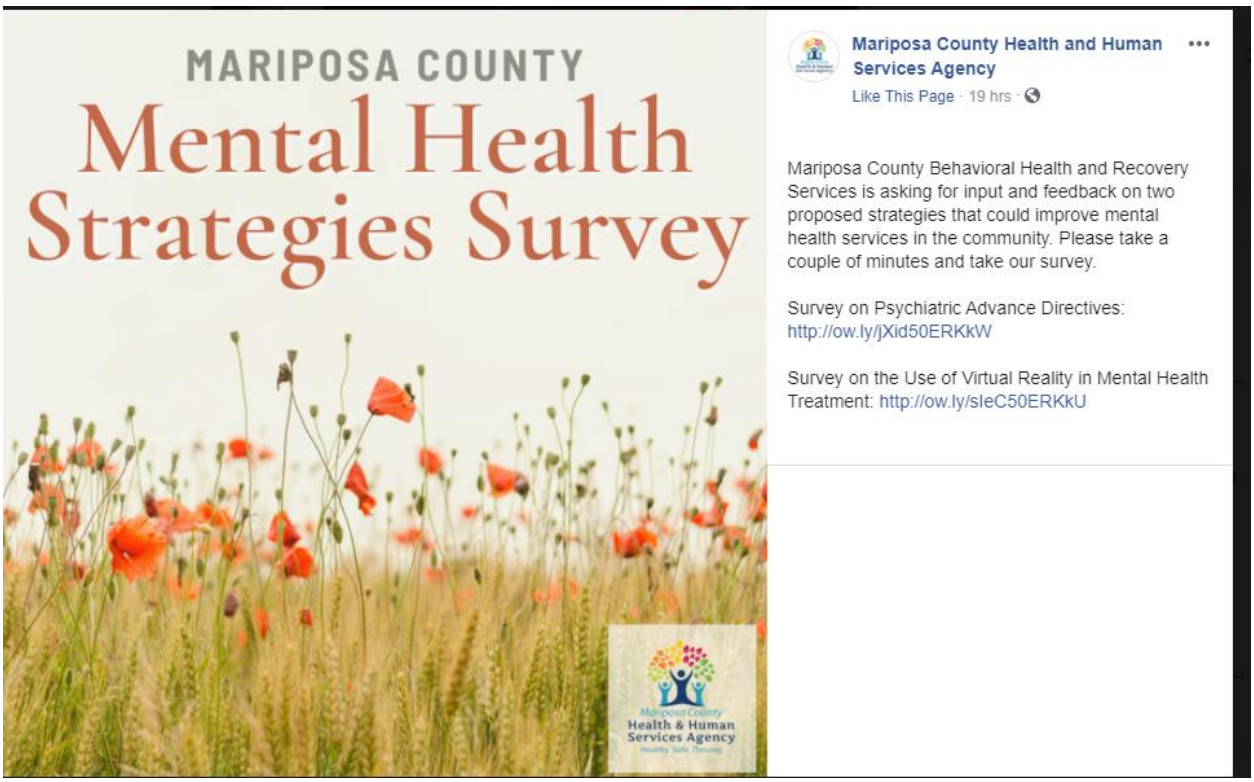
Mental Health Services Innovation Stakeholders

You are invited to join Mariposa County Behavioral Health and Recovery Services, at the Mental Health Services Innovation Stakeholder Meeting.

This virtual meeting is intended to provide an opportunity for stakeholders to give input and feedback on proposed strategies, as well as share ideas that could improve mental health services in our community.
Those interested in learning about innovation, providing feedback & input are strongly encouraged to attend.

WHEN: May 12, 2021 at 12:00 PM
Attend virtually:
Link: https://zoom.us/j/9469350091?pwd=bmM3ZVVLMmFtOHMyRG5DeGRQVElrZz09
Phone: 1-669-900-6833
Meeting ID: 946 935 0091
Passcode: 8391

Appendix D: Innovation Stakeholder Surveys on Facebook



Appendix E: Innovation Stakeholder Survey Psychiatric Advance Directives (Page 1 of 8)

Mental Health Services Act - Innovation Survey (Psychiatric Advance Directive)

Mariposa County Behavioral Health and Recovery Services receives Mental Health Services Act (MHSA) funding every year specifically to be spent on innovative projects. The innovation component of the MHSA provides opportunities to develop and test new, unproven mental health models or different adaptations of a proven model, and learn something new that may lead to ongoing best practices. This is a brief survey to gather community input and feedback about a new innovation project.

1. Do you think there is a need to increase the quality of mental health services provided in Mariposa County?

- ◯ Yes
- ◯ No
- ◯ Other

2. Which of the following age groups do you believe are the most underserved in Mariposa County

- ◯ Ages 0 - 15
- ◯ Ages 16 - 25
- ◯ Ages 26 - 59
- ◯ Ages 60+
- ◯ None of the above

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

Appendix E: Innovation Stakeholder Survey Psychiatric Advance Directives (Page 2 of 8)

Psychiatric Advance Directives (PADs)

The Mental Health Services Oversight and Accountability Commission (MHSOAC) has initiated a project supporting county innovation to test the feasibility of using the psychiatric advance directives (PADs). PADs are a form of supported-decision making that helps reduce the reliance on crisis and involuntary care.

The goal of the project is to help improve access to the appropriateness and quality of care. The goal is to improve positive outcomes for consumers at risk of involuntary care, homelessness, unnecessary hospitalizations, and involvement with criminal justice.

This project is intended to develop community-wide standardized training for understanding the use of the PADs within the mental health system, crisis teams, hospitals, law enforcement, homeless services, and transitional aged youth.

PADs have been shown to improve outcomes, improve treatment satisfaction and even reduce recidivism in jail or hospitalizations. PADs offer greater self-determination, less victimization, and more community integration.

3. Psychiatric Advance Directives have successfully been implemented in other states, while this practice is not new to the world of mental health, it is a new approach for Mariposa County and the State of California. Would you, a loved one, or someone you know be interested in having a psychiatric advance directive?

- ◯ Yes
- ◯ No
- ◯ Other

4. Do you think integrating psychiatric advance directives could enhance mental health services?

- ◯ Yes
- ◯ No
- ◯ Other

5. Do you think allowing individuals to identify their treatment upfront, before a crisis even occurs, will improve their outcomes?

- ◯ Yes
- ◯ No
- ◯ Other

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Appendix E: Innovation Stakeholder Survey Psychiatric Advance Directives (Page 3 of 8)

Please Tell Us About Yourself

6. What is your zip code?

7. Which of the following describes you?

- ○ Consumer or Consumer Family Member
- ○ Educator / Teacher
- ○ Community Based Organization
- ○ Faith Based Organization
- ○ Advocate
- ○ Treatment Provider
- ○ Law Enforcement
- ○ Veteran
- ○ Homeless
- ○ Other

8. What is your current age?

- ○ 0 - 15 years old
- ○ 16 - 25 years old
- ○ 26 - 59 years old
- ○ 60+ years old
- ○ Decline to answer

Appendix E: Innovation Stakeholder Survey Psychiatric Advance Directives (Page 4 of 8)

9. What gender were you assigned at birth?

- ○ Male
- ○ Female
- ○ Decline to answer

10. What is your primary language?

- ○ English
- ○ Spanish
- ○ Other
- ○ Decline to answer

11. Are you a veteran?

- ○ Yes
- ○ No
- ○ Decline to answer

Appendix E: Innovation Stakeholder Survey Psychiatric Advance Directives (Page 5 of 8)

12. Do you have any of the following disabilities?

- ○ Difficulty seeing
- ○ Difficulty hearing
- ○ Mental Illness
- ○ Physical / mobility issues
- ○ Chronic health conditions
- ○ Other
- ○ None of the above
- ○ Decline to answer

13. What is your sexual orientation

- ○ Gay or lesbian
- ○ Heterosexual or straight
- ○ Bisexual
- ○ Questioning or unsure
- ○ Queer
- ○ Other
- ○ Decline to answer

Appendix E: Innovation Stakeholder Survey Psychiatric Advance Directives (Page 6 of 8)

14. What is your current gender identity?

- ○ Male
- ○ Female
- ○ Transgender
- ○ Queer
- ○ Questioning or Unsure
- ○ Other gender identity
- ○ Decline to answer

15. What is your race?

- ○ American Indian or Alaska Native
- ○ Asian
- ○ Black or African American
- ○ Native Hawaiian or Other Pacific Islander
- ○ White
- ○ Multiple Races
- ○ Decline

Appendix E: Innovation Stakeholder Survey Psychiatric Advance Directives (Page 7 of 8)

16. What is your ethnicity?

- ○ Caribbean
- ○ Central American
- ○ Mexican/Mexican American
- ○ Puerto Rican
- ○ South American
- ○ Other Hispanic or Latino
- ○ African
- ○ Asian Indian/ South Asian
- ○ Cambodian
- ○ Chinese
- ○ Eastern European
- ○ European
- ○ Filipino
- ○ Japanese
- ○ Korean
- ○ Middle Eastern
- ○ Vietnamese
- ○ Other non-Hispanic or Latino
- ○ Multiple Ethnicities
- ○ Decline to Answer

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Appendix E: Innovation Stakeholder Survey Psychiatric Advance Directives (Page 8 of 8)

17. Please add any additional feedback or information on using psychiatric advance directive as a tool in mental health services.

Appendix F: Innovation Stakeholder Survey Virtual Reality (Page 1 of 4)



Mental Health Services Act - Innovation Survey

Mariposa County Behavioral Health and Recovery Services receives Mental Health Services Act (MHSA) funding every year specifically to be spent on innovative projects. The innovation component of the MHSA provides opportunities to develop and test new, unproven mental health models or different adaptations of a proven model, and learn something new that may lead to ongoing best practices. This is a brief survey to gather community input and feedback about a new innovation project.

1. Do you think there is a need to increase the quality of mental health services provided in Mariposa County?

- ◯ Yes
- ◯ No

2. Which of the following age groups do you believe are the most underserved in Mariposa County?

- ◯ Ages 0 - 15
- ◯ Ages 16 - 25
- ◯ Ages 26-59
- ◯ Ages 60+
- ◯ None of the above

3. Do you think more utilization of technology could enhance mental health services?

- ◯ Yes
- ◯ No

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Appendix F: Innovation Stakeholder Survey Virtual Reality (Page 2 of 4)

Video on VR

4. Virtual Reality has been used as a tool in therapy and has proved effective in treating anxiety disorders. While this practice is not new to the world of mental health, it is definitely a new approach for Mariposa County. Would you, a loved one, or someone you know be interested in using virtual reality as a tool to enhance therapy?

- ◯ Yes
- ◯ No

5. Do you think Virtual Reality could benefit clients receiving mental health services?

- ◯ Yes
- ◯ No

Please Tell Us About Yourself

6. Which of the following describes you?

- ☐ Consumer or Consumer Family Member
- ☐ Educator / Teacher
- ☐ Community Based Organization
- ☐ Faith Based Organization
- ☐ Advocate
- ☐ Treatment Provider
- ☐ Law Enforcement
- ☐ Veteran
- ☐ Homeless
- ☐ Other

7. What is your current age?

- ◯ 0 - 15 years old
- ◯ 16 - 25 years old
- ◯ 26 - 59 years old
- ◯ 60+ years old
- ◯ Decline to answer

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

Appendix F: Innovation Stakeholder Survey Virtual Reality (Page 3 of 4)

8. What gender were you assigned at birth?

- ◯ Male
- ◯ Female
- ◯ Decline to answer

9. What is your primary language

- ◯ English
- ◯ Spanish
- ◯ Other
- ◯ Decline to answer

10. Are you a veteran?

- ◯ Yes
- ◯ No
- ◯ Decline to answer

11. Do you have any of the following disabilities?

- ☐ Difficulty seeing
- ☐ Difficulty hearing
- ☐ Mental illness
- ☐ Physical/mobility issues
- ☐ Chronis health conditions
- ☐ Other
- ☐ None of the above
- ☐ Decline to answer

12. What is your sexual orientation?

- ◯ Gay or lesbian
- ◯ Heterosexual or straight
- ◯ Bisexual
- ◯ Questioning or unsure
- ◯ Queer
- ◯ Other
- ◯ Decline to answer

13. What is your current gender identity?

- ◯ Male
- ◯ Female
- ◯ Transgender
- ◯ Queer
- ◯ Questioning or unsure
- ◯ Other gender identify
- ◯ Decline to answer

Appendix F: Innovation Stakeholder Survey Virtual Reality (Page 4 of 4)

14. Please add any additional feedback or information on using virtual reality as a tool in mental health services.

Community feedback is important, so thank you for your input and feedback on using virtual reality as a tool in mental health services.

Appendix G: PPT to Behavioral Health Board – PADs (Page 1 of 3)



What is Innovation?

Innovation projects must do one of the following:

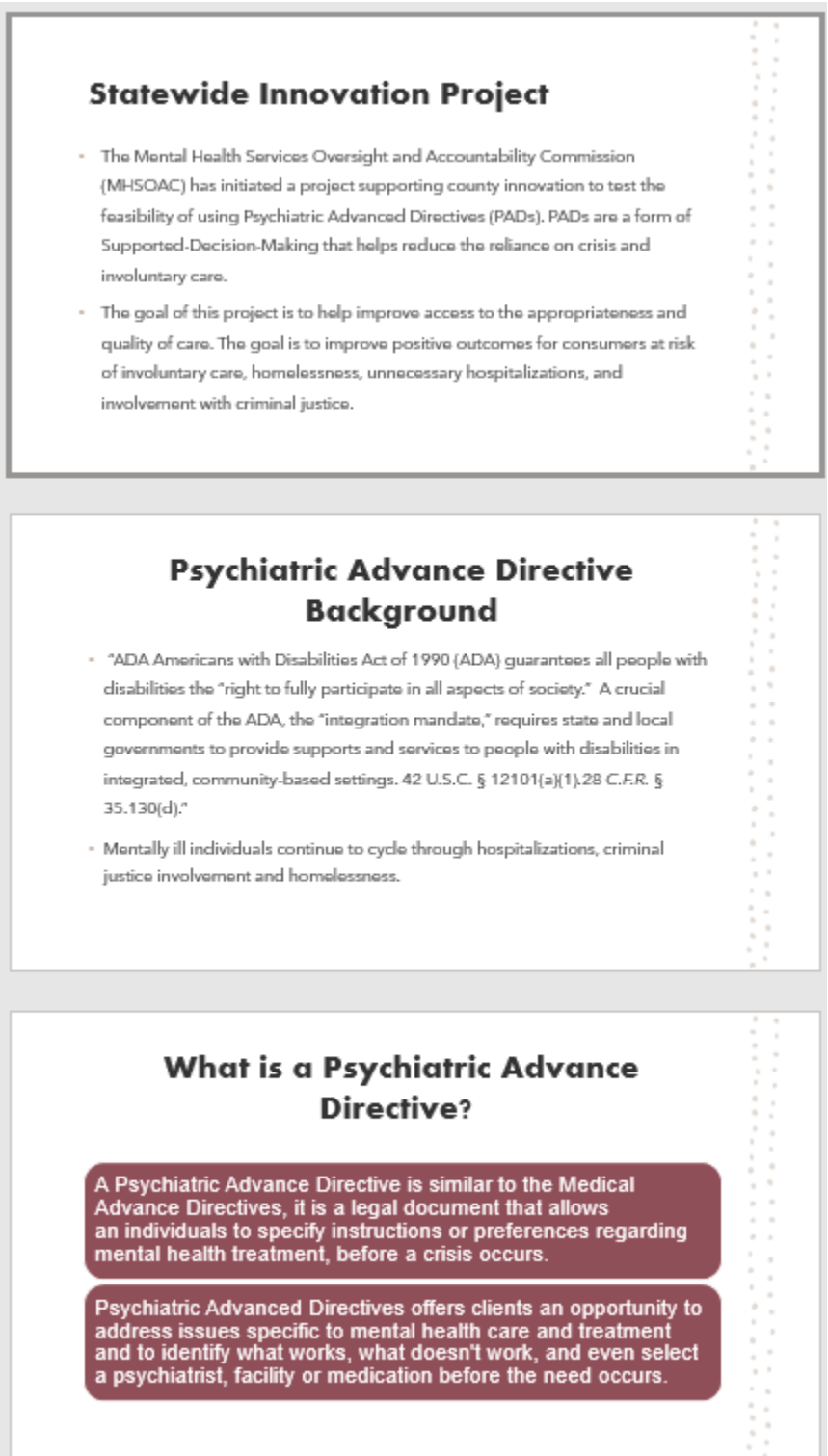
- Introduce a mental health practice or approach that is new to the overall system.
- Make a change to an existing practice in the field of mental health, including application to a different population.
- Appy to the MH system a promising community-driven practice or approach that has been successful in non-mental health contexts.

What is the purpose of Innovation?

- To increase access to mental health services to underserved populations.
- To increase the quality of mental health services, including measurable outcomes.
- Promote interagency and community collaboration related to mental health.
- Increase access to mental health services.

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

Appendix G: PPT to Behavioral Health Board – PADs (Page 2 of 3)



Statewide Innovation Project

- The Mental Health Services Oversight and Accountability Commission (MHSOAC) has initiated a project supporting county innovation to test the feasibility of using Psychiatric Advanced Directives (PADs). PADs are a form of Supported-Decision-Making that helps reduce the reliance on crisis and involuntary care.
- The goal of this project is to help improve access to the appropriateness and quality of care. The goal is to improve positive outcomes for consumers at risk of involuntary care, homelessness, unnecessary hospitalizations, and involvement with criminal justice.

Psychiatric Advance Directive Background

- "ADA Americans with Disabilities Act of 1990 (ADA) guarantees all people with disabilities the "right to fully participate in all aspects of society." A crucial component of the ADA, the "integration mandate," requires state and local governments to provide supports and services to people with disabilities in integrated, community-based settings. 42 U.S.C. § 12101(a)(1).28 *C.F.R.* § 35.130(d)."
- Mentally ill individuals continue to cycle through hospitalizations, criminal justice involvement and homelessness.

What is a Psychiatric Advance Directive?

A Psychiatric Advance Directive is similar to the Medical Advance Directives, it is a legal document that allows an individuals to specify instructions or preferences regarding mental health treatment, before a crisis occurs.

Psychiatric Advanced Directives offers clients an opportunity to address issues specific to mental health care and treatment and to identify what works, what doesn't work, and even select a psychiatrist, facility or medication before the need occurs.

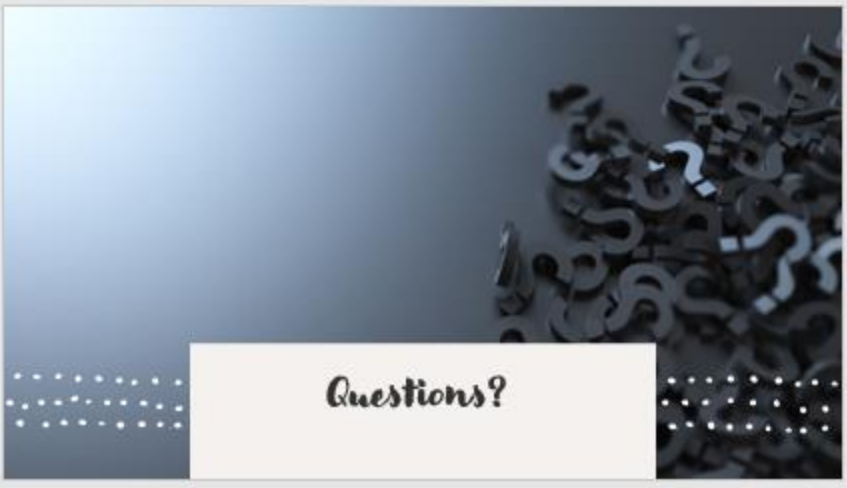
Appendix G: PPT to Behavioral Health Board – PADs (Page 3 of 3)

Why a Psychiatric Advance Directive?

- Maximize decision-making
- Prepares in advance of a crisis
- Identify what helps, and what makes things worse
- Identification of providers, hospitals, treatments
- Improves coordination of care and information across systems
- Maximize resources

Next Steps?

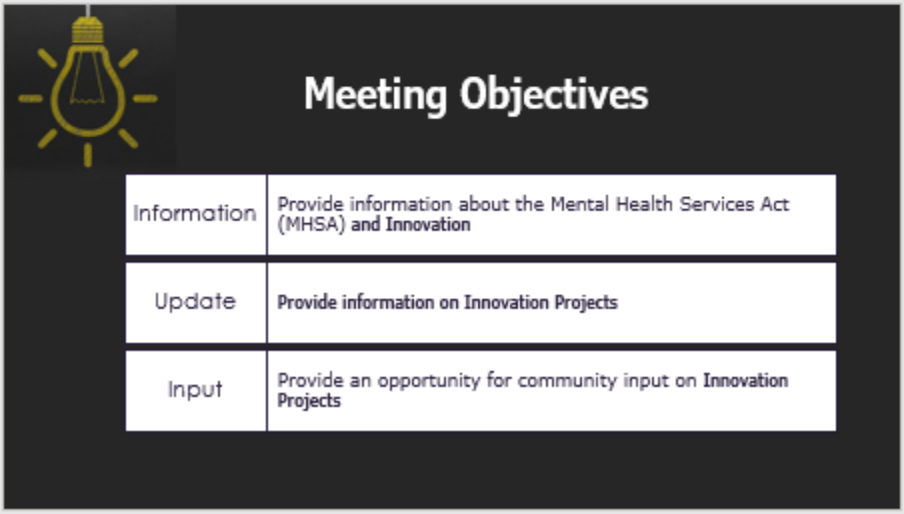
- Mariposa is hosting an Innovation Stakeholder meeting on Wednesday, May 12th at 12:00pm to discuss PADs.
- Several additional PADs webinars will be coming up for stakeholder participation – will send out flyers once finalized.
- PAD's presentation will be made to the Mental Health Services Oversight and Accountability Comission (MHSOAC) in June for approval.



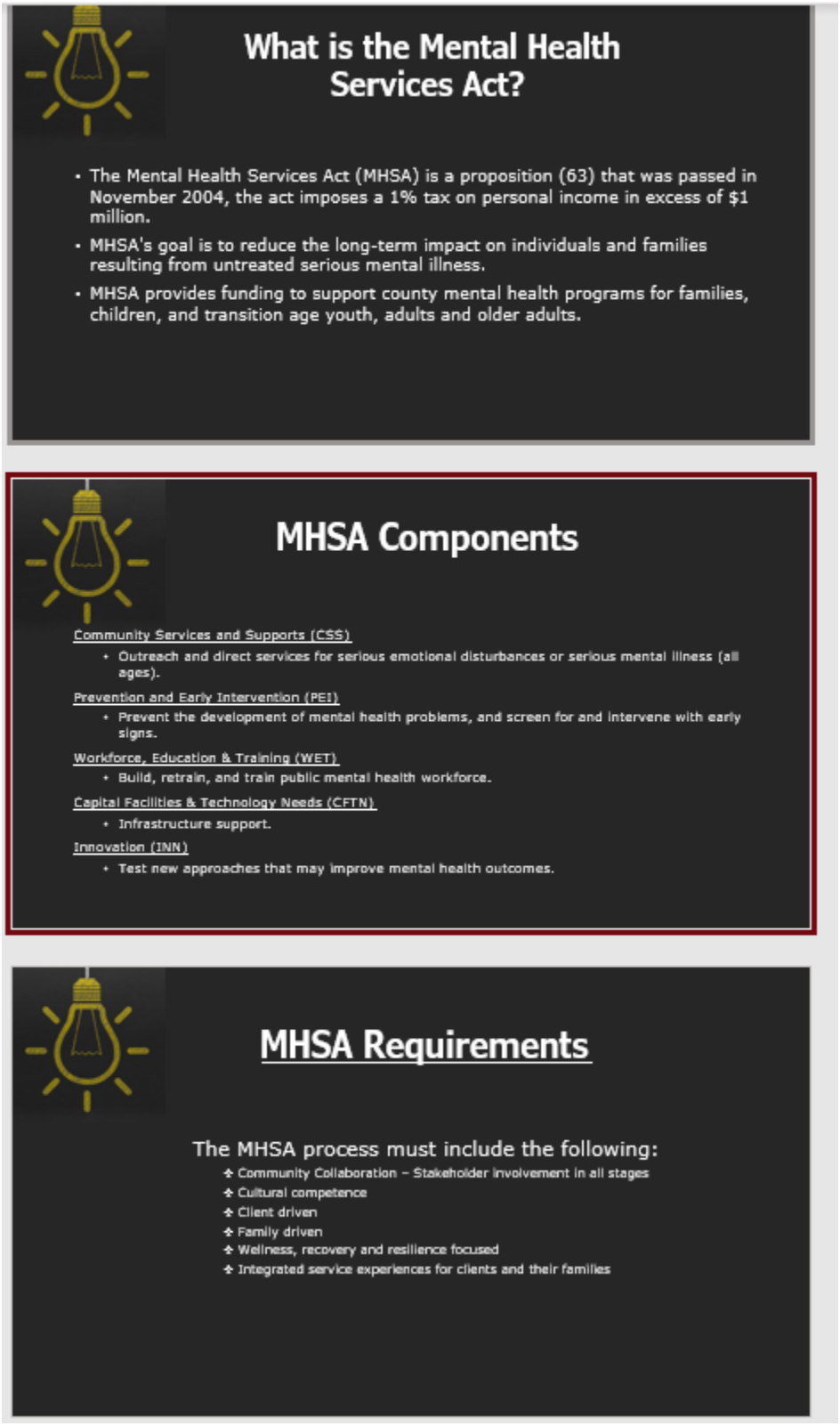
Appendix H: INN Stakeholder PPT (Page 1 of 6)







Appendix H: INN Stakeholder PPT (Page 2 of 6)



Appendix H: INN Stakeholder PPT (Page 3 of 6)

MHSA Stakeholder Process

- What is a stakeholder?
  - An individual or entity with an interest in mental health services.
- MHA programs must include stakeholder involvement at every stage of the process.
  - Developing
  - Implementing
  - Planning
  - Evaluating
- The stakeholder process must include education, input and feedback.



What is Innovation?

Innovation projects must do one of the following:

- Introduce a mental health practice or approach that is new to the overall system.
- Make a change to an existing practice in the field of mental health, including application to a different population.
- Appy to the MH system a promising community-driven practice or approach that has been successful in non-mental health contexts.

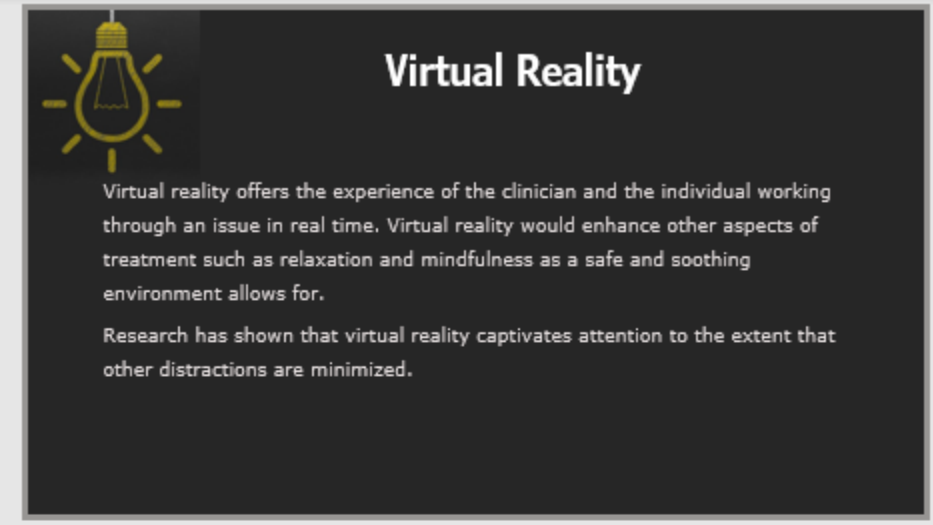
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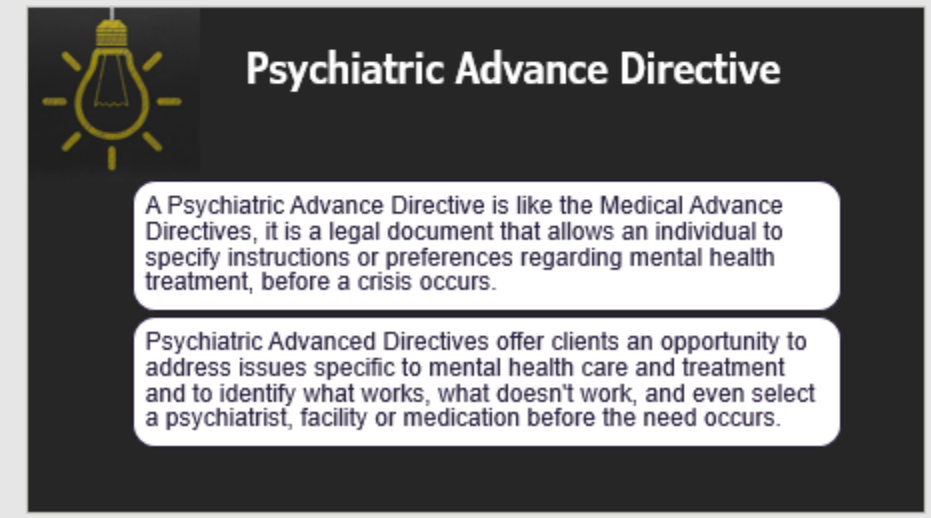
Appendix H: INN Stakeholder PPT (Page 4 of 6)



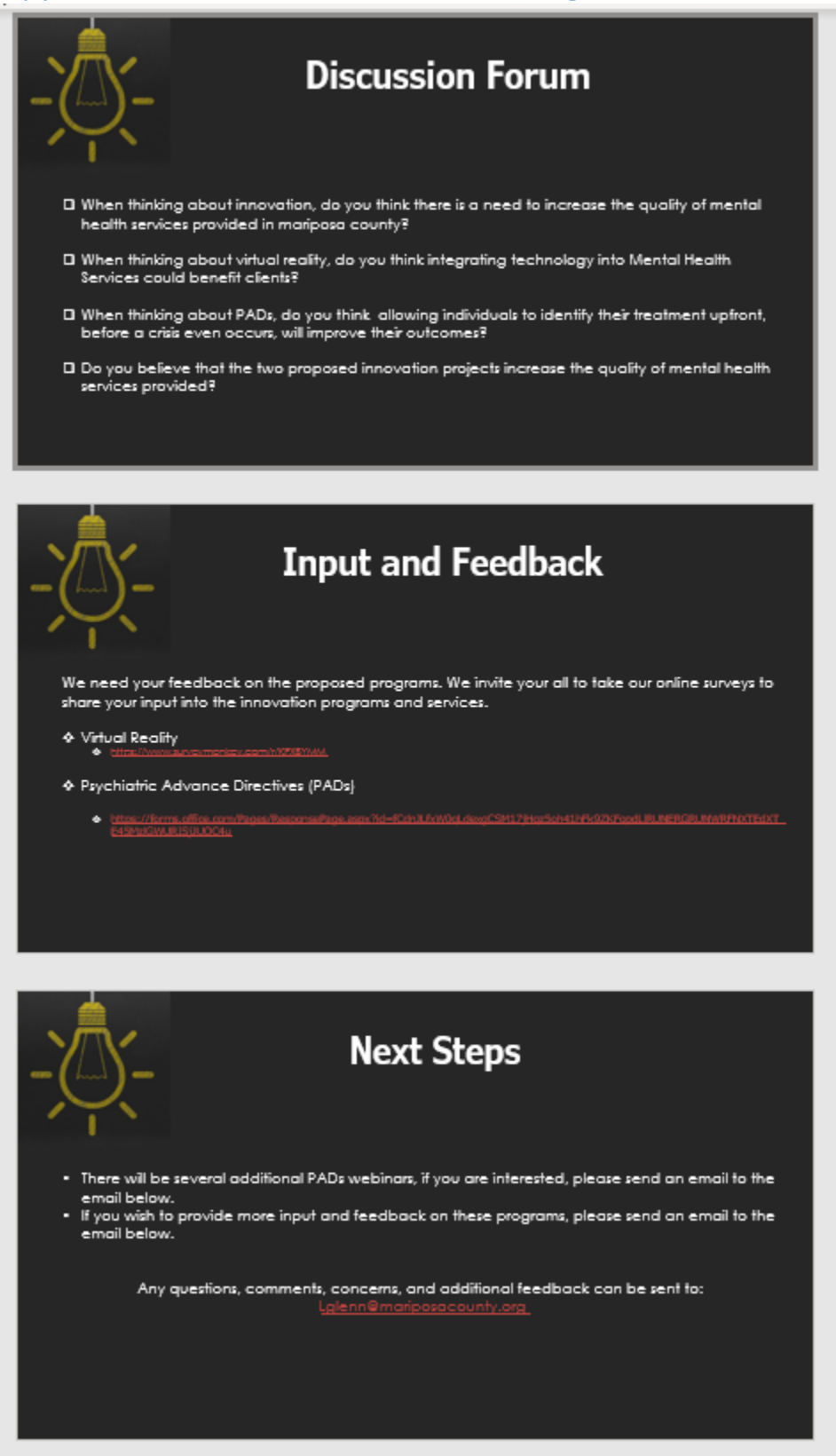
Appendix H: INN Stakeholder PPT (Page 5 of 6)







Appendix H: INN Stakeholder PPT (Page 6 of 6)



Appendix I: INN PADs Survey Results (Page 1 of 6)

Mental Health Services Act - Innovation Survey (Psychiatric Advance Directive)

13	04:38	Active
Responses	Average time to complete	Status

1. Do you think there is a need to increase the quality of mental health services provided in Mariposa County?

Yes	13
No	0
Other	0



2. Which of the following age groups do you believe are the most underserved in Mariposa County

Ages 0 - 15	5
Ages 16 - 25	1
Ages 26 - 59	5
Ages 60+	1
None of the above	1



3. Psychiatric Advance Directives have successfully been implemented in other states, while this practice is not new to the world of mental health, it is a new approach for Mariposa County and the State of California. Would you, a loved one, or someone you know be interested in having a psychiatric advance directive?

Yes	11
No	0
Other	1



Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of MHSA FY21-22 Annual Plan Update and

Appendix I: INN PADs Survey Results (Page 2 of 6)

4. Do you think integrating psychiatric advance directives could enhance mental health services?

Yes	10
No	0
Other	2



5. Do you think allowing individuals to identify their treatment upfront, before a crisis even occurs, will improve their outcomes?

Yes	12
No	0
Other	1



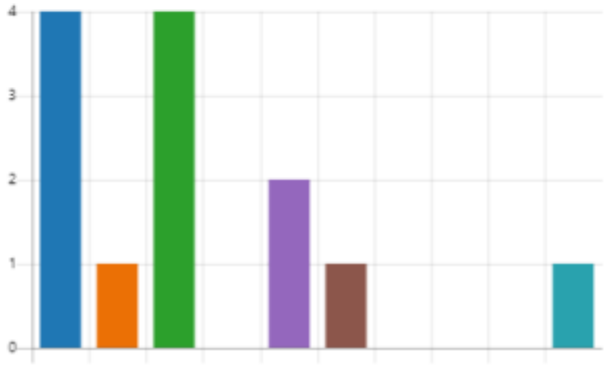
6. What is your zip code?

11
Responses

Latest Responses
"95318"

7. Which of the following describes you?

Consumer or Consumer Famil...	4
Educator / Teacher	1
Community Based Organization	4
Faith Based Organization	0
Advocate	2
Treatment Provider	1
Law Enforcement	0
Veteran	0
Homeless	0
Other	1



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Appendix I: INN PADs Survey Results (Page 3 of 6)

8. What is your current age?

0 - 15 years old	0
16 - 25 years old	0
26 - 59 years old	12
60+ years old	0
Decline to answer	1



9. What gender were you assigned at birth?

Male	0
Female	13
Decline to answer	0



10. What is your primary language?

English	7
Spanish	0
Other	0
Decline to answer	0
Other	4



11. Are you a veteran?

Yes	0
No	12
Decline to answer	0

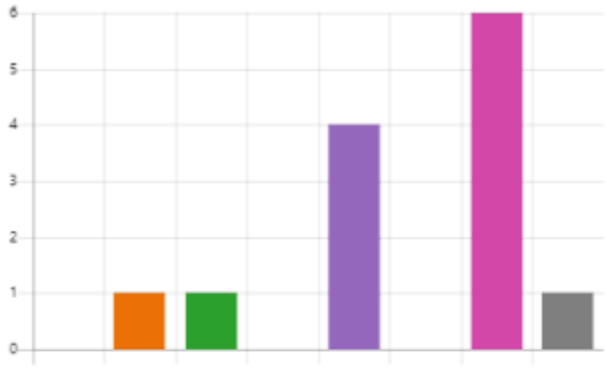


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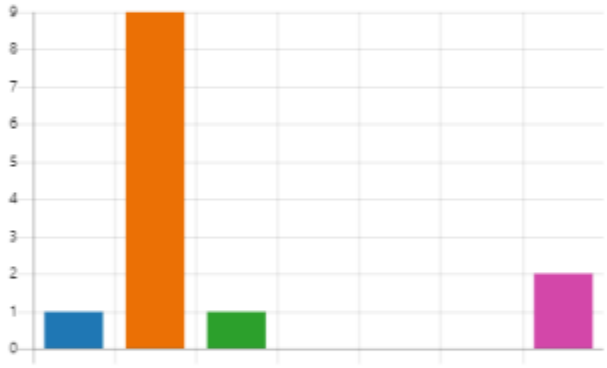
12. Do you have any of the following disabilities?

Difficulty seeing	0
Difficulty hearing	1
Mental Illness	1
Physical / mobility issues	0
Chronic health conditions	4
Other	0
None of the above	6
Decline to answer	1



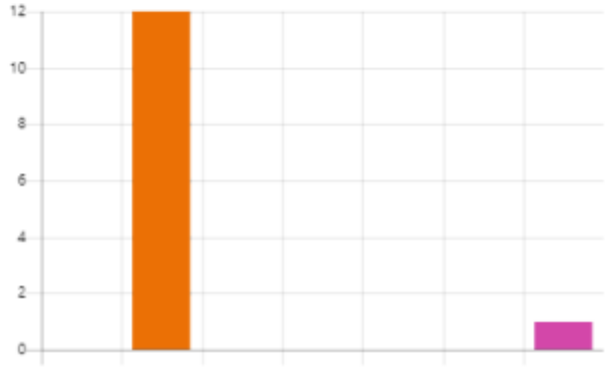
13. What is your sexual orientation

Gay or lesbian	1
Heterosexual or straight	9
Bisexual	1
Questioning or unsure	0
Queer	0
Other	0
Decline to answer	2



14. What is your current gender identity?

Male	0
Female	12
Transgender	0
Queer	0
Questioning or Unsure	0
Other gender identity	0
Decline to answer	1

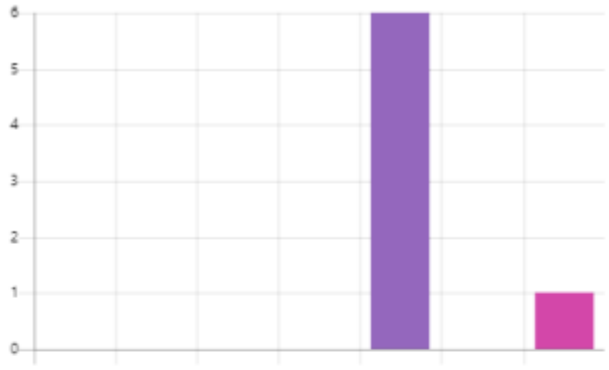


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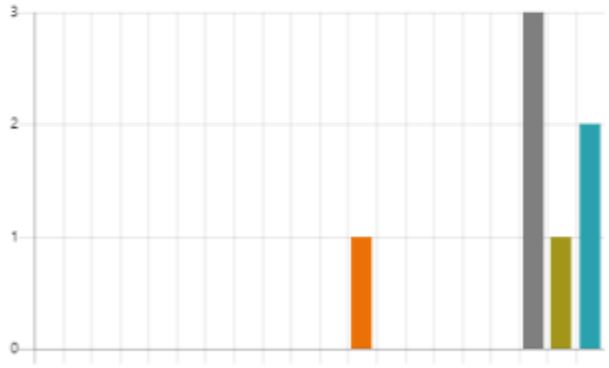
15. What is your race?

American Indian or Alaska Nat...	0
Asian	0
Black or African American	0
Native Hawaiian or Other Paci...	0
White	6
Multiple Races	0
Decline	1



16. What is your ethnicity?

Caribbean	0
Central American	0
Mexican/Mexican American	0
Puerto Rican	0
South American	0
Other Hispanic or Latino	0
African	0
Asian Indian/ South Asian	0
Cambodian	0
Chinese	0
Eastern European	0
European	1
Filipino	0
Japanese	0
Korean	0
Middle Eastern	0
Vietnamese	0
Other non-Hispanic or Latino	3
Multiple Ethnicities	1
Decline to Answer	2



Appendix I: INN PADs Survey Results (Page 6 of 6)

17. Please add any additional feedback or information on using psychiatric advance directive as a tool in mental health services.

2

Responses

Latest Responses

"I would like to see these county mental health resources available in ...

Responses
I think Mariposa Co. has to first focus on attaining and retaining good quality, skilled clinicians first and then implement extra tools.
I would like to see these county mental health resources available in Yosemite National Park as the residents of YNP and El Portal are an often forgotten part of Mariposa County.

To provide feedback on the proposed programs please send an email to lglenn@mariposacounty.org *OR* plan to attend the Public Hearing.

Attachment: MHSA Annual Update (2021 - 2022) & PEI Report (2019-2020) - BOS (12039 : Approval of

MARIPOSA COUNTY

Administration · 966-3222

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: 2021 COVID Response

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Response to COVID-19.

Over the past two weeks, the number of COVID-19 cases in Mariposa County has increased rapidly. As of this writing, there are 38 active cases and three (3) hospitalizations. We are currently seeing the highest rate of spread that we have witnessed during the pandemic.

Mariposa County is not alone in this situation. The Centers for Disease Control (CDC) now designates fifty-one (51) of fifty-eight (58) California counties, including Mariposa, as communities with high levels of transmission. In the retired tier system, which may be more familiar, approximately the same number of counties, also including Mariposa, would be in the purple tier if that system was still in place today.

The California Department of Public Health (CDPH) has recommended masks be worn indoors regardless of vaccination status. Staff in congregate settings, such as jails, are now mandated to be vaccinated or submit to masking and weekly testing for the virus. Those in acute care settings have the same mandate with twice-per-week testing for those who are not vaccinated.

Counties have largely been given local control at this point with regard to public mandates and requirements for employees. Mono, Los Angeles, Sacramento and seven Bay Area counties are among those who have issued indoor masking mandates for everyone. The City and County of San Francisco was the first to mandate vaccination for all employees. Tuolumne County now requires all employees to be vaccinated or wear a mask and submit to twice-a-week virus testing. The State is now reviewing whether healthcare staff, including those in behavioral health environments, must be vaccinated by a certain date.

Regardless of personal opinions about masking and vaccines, the County of Mariposa has an obligation to keep employees and the public safe. Options to help the County meet that obligation include the following:

- Mandate that all employees be vaccinated by a given date.

Agenda Item - No Resolution Requested

- Require that all employees either be vaccinated or wear a mask and get tested once or twice each week for COVID-19
- Close County lobbies to encourage telework and limit public interaction and exposure. Offices would continue to be open where alternate service delivery methods (appointments, outdoor service, etc.) can be accommodated. Board meetings could close or remain open, as directed.
- Mandate that all public wear a mask indoors regardless of vaccination status.
- Require all employees wear a mask indoors regardless of vaccination status.
- Mandate that unvaccinated public and employees wear a mask indoors and recommend that vaccinated public and employees also wear a mask.
- Any combination of actions, some alternative action, or none of the above.

Staff is now seeking further discussion and direction on how the Board would like to proceed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Throughout the novel coronavirus pandemic, various requirements and mandates have been imposed primarily at the state level. The County has complied with these mandates, including requiring indoor masking and social distancing for all staff for the majority of the past seventeen months.

In addition, the County closed all lobbies when in the purple tier and closed non-essential lobbies in the red tier. Services were provided through alternative delivery methods such as appointments to pick up library books curbside, virtual meetings, and so on.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action could worsen the spread of COVID-19, result in an inability to deliver some services, and expose the County to significant liability if an employee or member of the public becomes sick or worse as a result of a lack of precautions. Where services are essential to the health and safety of the general public or general county operations, such as public safety dispatch and/or technical services, an inability to deliver services could have further implications.

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: August 10, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Central California Alliance for Health Managed Care - County Organized Health System Presentation

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RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation from Stephanie Sonnenshine, CEO of the Central California Alliance for Health (CCAH) Regarding Central California Alliance for Health Managed Care - Possible Transition to a County Organized Health System (COHS) Model of Medi-Cal Managed Care.

This presentation is to provide the Board of Supervisors information on the Central California Alliance for Health and what CCAH could offer for Mariposa County and Medi-Cal beneficiaries.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

In March 2021, the California Department of Health Care Services (DHCS) began the process of a statewide procurement of commercial Medi-Cal managed care plans (MCPs). Some counties have expressed interest in transitioning to a model that includes a local plan, or County Organized Health System (COHS).

Currently, Anthem Blue Cross and California Health and Wellness Plan provide Medi-Cal managed care services in Mariposa County. As a result of several discussions with county and state partners, HHSA decided to pursue a Letter of Intent jointly with Central California Alliance for Health to indicate to the state the county's interest in further exploring Medi-Cal managed care options. This letter of intent was approved by the Board of Supervisors on April 20, 2021 and subsequently sent to DHCS.

DHCS requires that counties make a definitive decision before October 1, 2021 regarding what Medi-Cal plan the county will choose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not receive presentation and miss the opportunity to learn about an important topic.

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: August 10, 2021

TO: The Board of Supervisors

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

RE: Receive a Presentation from the Water Agency Advisory Board Regarding M.I.D. Settlement

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RECOMMENDATIONS AND JUSTIFICATION:
Receive a Presentation from the Water Agency Advisory Board regarding next steps in implementation of the M.I.D. Settlement.

John McCamman who is the current Chair of the Water Agency Advisory Board will do a presentation to the Board of Supervisors with considerations and recommendations for funds to be utilized according to the Settlement Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 17, 2019 Resolution 2019-729 the Board approved a transfer of funding resulting from the M.I.D. Settlement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Miss the opportunity to receive a presentation.

ATTACHMENTS:
WAAB-Letter to BOS MID- Final (PDF)

Attachment: WAAB-Letter to BOS MID- Final (11937 : Receive a Presentation from the Water Agency Advisory Board Regarding M.I.D.

TO: BOARD OF SUPERVISORS, MARIPOSA COUNTY

FROM: WATER AGENCY ADVISORY BOARD

SUBJECT: NEXT STEPS IN IMPLEMENTATION OF M.I.D. SETTLEMENT

In December 2019, your Board took action allocating over one million of the $1.8 million received until that time from the settlement of the Merced Irrigation District (M.I.D.) suits and underlaying agreements. Of that amount, $250,000 was set aside for a "water projects feasibility study," which would "allow the County, or the County Water Agency, to begin the process of investigating possible projects to determine which options will be most feasible and beneficial to the county." (Dec. 17, 2019 Board Report from C.A.O.).

As Chairman of the Water Agency, Kevin Cann attended the scheduled and noticed meeting of the Water Agency Advisory Board and asked for our input regarding the most appropriate use of the allocated funds. Determination of the ultimate use of those funds is up to the Board of Supervisors. Meetings were conducted on January 23 and March 5, 2020 and subsequently on May 27, 2021, to discuss the appropriate use of the allocated funds. Several alternatives were identified and are discussed below.

SETTLEMENT TERMS

- Under the M.I.D. settlement's terms, a one-time payment of $1.5 million was received by the county for "any purpose" ;
- Annual payments of up to $300,000 per year for up to 30 years (based on 2% of hydroelectric generation revenues) are to be received, again "for any purpose."
- The Settlement contemplates M.I.D. funding up to $18 million to be set aside over 30 years "to develop two water resource projects at Lake McClure" (Northside and Southside projects), based on a proportion (6%) of hydroelectric revenues.
- The water supply for these projects totals up to 8,000 acre feet of water without charge, but with the same level of priority as M.I.D.'s Class II users; this last provision makes the water less reliable in low-flow years, and therefore not an assured municipal source for purposes of state regulatory requirements.
- The county shall use its best efforts to ensure that the Northside project diversion is the same as the existing diversion for the Lake Don Pedro Community Services District diversion.
- Any funds not utilized for construction of the diversion works project(s) will revert to M.I.D. and the county on a 50% basis in 2047 or pursuant to other criterion in the agreement.

There is some urgency to begin a feasibility project in the near term because permitting and construction of the diversion projects contemplated in the agreement could take the full term. The allocated $250,000 to begin the process of identifying appro-

priate beneficial uses for the water made available under the agreement is an important and significant first step in this process. As of January 2021, $166,257 remains in the MID Settlement line for "Water Projects Feasibility" (450-0140-417.04-18).

RESOURCES AVAILABLE TO THE COUNTY

The county does not have designated water or water project staff. Many various county departments, including Planning, Public Works and County Counsel certainly have roles to play in accomplishing the development of a request for proposals, initiating a contracting process, overseeing project goals and monitoring administrative details. In addition to county resources, non-county government expertise at the Mariposa Public Utilities District, the Sierra Foothills Conservancy, Mariposa Resource Conservation District and perhaps other organizations may be necessary to address the many complexities of a proposed project.

Based on prior state funding, the Mariposa Resource Conservation District along with Mariposa County and others has developed an Integrated Regional Water Management Plan (IRWM). The IRWM process has identified 51 water, waste-water and related projects with a price tag of nearly $100 million. Projects identified in the IRWM process may qualify for funding from sources that are limited to IRWM prioritized projects, and therefore this project should be included in the next revision of the IRWM Plan.

In addition, the Water Agency Advisory Board (WAAB) discussed the appropriate role of the WAAB in implementation of the contemplated scoping and eventual selection of project(s) that move into a feasibility phase. We felt that the WAAB has important agricultural, environmental and local interests represented on the Board, and the continued input into this process would be beneficial. However, that determination is up to the Board of Supervisors.

WATER PROJECTS "FEASIBILITY" STUDY

The water projects study under review here is specifically for projects which would qualify under the very limited terms of the settlement agreement. Initial stages of an agreement with a project consultant or engineer would be prior to project feasibility and more in line with a scoping study to answer the question **"What beneficial use for water taken from Lake McClure should the county identify that would result in projects that could be constructed within the terms of the settlement agreement?"**

Elements of an agreement with consulting water engineers should include, but not be limited to:

- There are several studies over the past fifty-plus years regarding water project(s) that the county has initiated. The McCreary-Koresky (1972), Mariposa Basin Study (1978) and Tudor (1988) studies have all began to address issues related to feasible projects, though not with the constraints imposed by the settlement agreement. These (and perhaps other studies) should be reviewed and summarized as a part of this project.

Attachment: WAAB-Letter to BOS MID- Final (11937 : Receive a Presentation from the Water Agency Advisory Board Regarding M.I.D.

- The Settlement Agreement preserves the ability of the County to develop water resources on Bean and Maxwell Creeks. What projects further County interests in these watersheds?
- What water demands exist or will likely exist in the future which may be served by a Northside and Southside Lake McClure diversion? What is the beneficial use?
- Are such projects practicable and feasible?
- What would be the range of costs for such project(s)? What funding sources are available to begin the project level planning?
- What implications do such project(s) have on the future economic development of the county?
- What next steps should be taken to ensure project completion?

OTHER CONSIDERATIONS

It may be important to note that the $250,000 initially allocated and the remaining $166,257 is not constrained under the settlement agreement. These funds maybe used for any general fund purpose and there are many important water projects that should at some point be addressed.

It is likely that not all of the allocated funds will be utilized to accomplish this initial scoping. Any funds remaining after the initial project scoping should be retained for next steps in addressing settlement diversions. In addition, it is likely that any projects that emanate from such a study will have costs, including water storage and transport costs, that cannot be funded from the $18 million projects budget. Therefor, the Water Agency Advisory Board urges the Board to not commit other settlement funds until such time as the full scope of feasible projects is understood.

At our meeting of May 27, the WAAB determined that the lack of dedicated resources staff in the County is a constraint on identifying potential funding sources, on keeping the Board apprised of important water-related legislation and state regulatory actions, and on active county participation in water related project development. As a consequence, we have determined to meet quarterly and to engage more actively in water policy at the state and local levels.

The Board of Supervisors may want to engage in further discussion concerning the appropriate staffing required to address natural resource related issues more generally, due to the importance of forestry, mining, fish and wildlife and importantly water resources to the County.

RECOMMENDED ACTIONS

1. Determine to proceed with an initial scoping of potential water projects for a water projects feasibility study consistent with the M.I.D. Settlement terms, including on Bean and Maxwell Creeks;
2. Determine to limit the future use of M.I.D. settlement funds to water development and water related projects, not for wastewater projects;
3. The statutory language establishing the Water Agency Advisory Board is limited to advising on the use of prior (not current) M.I.D. settlements. The Board of Supervisors should consider expanding the role of the Advisory Board to ensure continuing participation in water planning efforts countywide.

Attachment: WAAB-Letter to BOS MID- Final (11937 : Receive a Presentation from the Water Agency Advisory Board Regarding M.I.D.