MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

July 26, 2022

A. 9:00 AM Called to Order

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Fire Update

Chair Smallcombe turned the room to Unit Chief Mike Van Loben Sels/Cal Fire MMU who came with Dean Gould/Sierra Forest Service and Jeremy Briese/Sheriff.

Chief Van Loben Sels gave an update on the Oak Fire noting Division B of the incident map was looking good. Division D had a few hotspots that were to be tied in by the end of the day. Division H had a dozer line around and they hoped to do a firing operation. Divisions U and Y were being tied in and they were very confident in this area of the fire line. Divisions J and L were the biggest challenges and as the fire moves into the Ferguson Fire burn scar they faced new issues of dead and down fuels. Chief Van Loben Sels noted it has been a tough fight in branches 3 and 5 where a lot of fire activity has taken place. Chief Van Loben Sels noted they are not out of the woods as far as residential structures that are threatened however, the confidence level is going up.

Dean Gould/Sierra National Forest Supervisor noted that they are in unified command and the relationship between Sierra National Forest, Cal Fire, and the Sheriff's Department has been galvanized stating when things are tough, that really shows a relationship. Supervisor Gould noted the divisions that are headed towards the Sierra Forest, the Ferguson area, the terrain, and the topography are challenging, and they are working on getting in as direct and safely as is possible.

Sheriff Briese noted unified command in this instance, really means unified. He noted that there are thousands of individuals here with trucks, helicopters, dozers,

etc., like organized chaos. Sheriff Briese thanked surrounding counties who sent mutual aid within two hours of the call for assistance and helped our local department evacuate the communities. Sheriff Briese stated for the public that as the areas begin to repopulate, they need to be mindful that a lot of clean-up work is being conducted as well as animal welfare checks on animals left behind.

Brandon Sanders/Pacific Gas & Electric Liaison Officer noted their incident command was activated immediately upon the onset of de-energizing 3,000+ customers and as of this day, 1000+ customers were out of power. Mr. Sanders noted their team wrapped and sprayed 1000 powerlines to help protect them, which preserved many but not all.

Joe Lynch/ Health and Human Services Agency Director was in the room representing the Emergency Operation Center (EOC) and noted the main goal is response and recovery for the individuals and families who are actively fleeing and repopulating. It was activated Friday evening after the Oak Fire began its reign, it operated 24 hours a day out of the Mariposa Office of Emergency Services Building. Mr. Lynch updated the Board on the shelters noting there are currently 35 individuals in the tent and 11 inside. The number has been up to 76 individuals. He stated their main goal is to find homes for those who have lost their home. Mr. Lynch announced to the public if assistance is needed or there is a need for evacuees to call 209-966-2000 or visit www.mariposarecovers.org.

Chair Smallcombe opened the floor for public comment or questions, none were received.

Supervisors Forsythe, Long, and Chair Smallcombe expressed their thanks and appreciation for all the individuals working this even.

D. Urgent Items

County Counsel introduced the items noting the Brown Act allows the taking up of two items that were not on the agenda as the Oak Fire ignited after the agenda was published.

1. **Sheriff's Office RES-2022-434**

   Adopt a Resolution Ratifying the July, 23Rd, 2022 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency

County Counsel introduced the item and asked if the Board would like to take up the item.

ACTION: Supervisor Long moved to have the item heard, Supervisor Forsythe seconded the motion. By unanimous vote, the item will be heard and voted on.

Public comment was received by Collin Conners whose parents lost their home in the Oak Fire, he asked what services were available. Joe Lynch responded and asked that they call HHSA at (209) 966-2000 and/or the EOC at 1-833-423-0816. Supervisor Long noted they could also visit www.mariposacountyrecovers.org.

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

2. **Health and Human Services RES-2022-435**

Adopt a Resolution Ratifying the July 22Nd, 2022 Declaration of a Local Health Emergency by the County Health Officer

County Counsel introduced the item and asked if the Board would like to take up the item.

ACTION: Supervisor Forsythe moved to have the item heard, Supervisor Menetrey seconded the motion. By unanimous vote, the item will be heard and voted on.

Public comment was received by Dr. Eric Sergienko/County Health Officer who noted he will be working with the State on expediting household toxic waste removal. He noted for the listening public and emphasized that individuals refrain from waste removal of burnt debris until they have consulted HHSA or Environmental Health. He emphasized they wouldn't not be eligible for the program if they begin on their own.

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

E. Introductions

None.

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

No public comment.

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

CA1. **Health and Human Services RES-2022-436**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Board of Supervisors RES-2022-437**

Ratify a Letter of Support for the Sierra Business Council's Economic Resilience Fund (CERF) Eastern Region Proposal

CA3. **Board of Supervisors**

Approve the Minutes of Tuesday, May 3, 2022

CA4. **Board of Supervisors**

Approve the Minutes of Tuesday, May 10, 2022

CA5. **Health and Human Services RES-2022-438**

Approve an Agreement with Patton Air Conditioning (Patton) to Provide Repair Services for Mariposa County Health and Human Services Agency (HHSA) for an Amount Not to Exceed $100,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **HHS/Behavioral Health & Recovery Services RES-2022-439**

Approve an Agreement with CF Merced, LLC for Psychiatric Hospitalizations in an Amount Not to Exceed $200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **HHS/Behavioral Health & Recovery Services RES-2022-440**

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

CA8. **HHS/Behavioral Health & Recovery Services RES-2022-441**

Approve an Agreement with Transformations to Provide Mental Health Triage Services in an Amount Not to Exceed $270,537; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **HHS/Public Health RES-2022-442**

Approve First Amendment to Agreement with Biobot Analytics, Inc. Increasing the Amount by $30,000 to a New Amount Not to Exceed $90,840 and Extending the Term of the Agreement to June 30, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **HHS/Social Services RES-2022-443**

Ratify the Health & Human Services Director's Signature on a Three-Year Memorandum of Understanding (MOU) with the Mother Lode Workforce Development Board (MLWDB) and the America's Job Center of California (AJCC) Partners to Establish the Framework for Providing Services to Employers, Employees, Job Seekers and Others Needing Workforce Services

CA11. **Public Works RES-2022-444**

Authorize Public Works to Waive the Encroachment and Facility Use Fees for National Night Out, Closing the Courthouse Lawn, 9Th, and 10Th Streets from Bullion to Jones Streets from 5:00 Pm to 9:00 Pm During the "National Night Out" Event on August 2, 2022, Coordinated by California Highway Patrol (CHP)

CA12. **Sheriff's Office RES-2022-445**

Approve One Over-Hire of an Undersheriff, Effective August 1, 2022

G. Departmental Presentation

Shannon Hansen/Public Works and Transportation Director noted from 8:00 AM to 7:00 PM the spoiled food dumpsters are available at a few locations. Parks and Recreation has remained open to allow consistency for the children. In response to a question from Chair Smallcombe, Ms. Hansen noted the spoiled food dumpsters would be at the Lutheran Church through the day but will be relocated.

Sheriff Briese noted the Sheriff's Department is still out on its normal patrol and continuing day-to-day activities.

Jonathan Farrington/Yosemite Mariposa County Tourism stated "thanks doesn't cover it, our role doesn't compare but we do jump in" he was referring to his team's role in the Oakfire, which they helped evacuees from AutoCamp and other areas. Mr. Farrington thanked the Oakhurst lodging partners for finding 36 rooms to house evacuees. He noted they are sending out daily emails to media outlets and tourism partners to try to reduce the media sensation. They have seen an 11% drop in tourism between the Washburn Fire, Aqua Fire, and now the Oak Fire but they are doing what they can to aid the recovery.

Jacob Hawley/Mariposa Visitors Center noted they have seen a decline in visitors, but they are receiving a lot of questions and are sending individuals where they can.

Matthew Matthiessen/John C. Fremont HealthCare District CEO noted Mariposa County residents are dealing with a lot and JCF is open and taking care of health needs. Mr. Matthiessen noted they have a contingency plan in place if things get worse, if the hospital has to evacuate, the Emergency Room would stay open and shelter in place. On a good note, Mr. Matthiessen noted the provider for the North Side clinic has started, however, there was a COVID-19 outbreak so it is closed at the moment, but they are taking appointments. In response to a question from Supervisor Smallcombe, Mr. Matthiessen noted the telephone number to call and make appointments at the North Side clinic is 209-966-0850.

Dallin Kimble/County Administrative Officer echoed what was said this morning and noted over 40% of Mariposa County staff have been affected by either evacuations or fire advisements. He noted for the listening public that lobbies are closed but there are individuals in the offices working. Offices that are open to public walk-ins are Health and Human Services, Building Department, Planning Department, Environmental Health Division, Parks and Recreation, the Library, and the Landfill. Kudos were given to Dallin by Supervisor Long for keeping the Board informed.

H. Public Comment on Non-Agenda Items

Public comment was received by Kristie Conners whose in-laws lost their home, she stated the recovers page is currently hard to find information, Chair Smallcombe gave the telephone for HHSA at 209-966-2000 for Ms. Conners to reach out for further assistance.

Marilyn Saunders/Mariposa Community Foundation thanked PG&E for their donation and announced the foundation is accepting checks and online donations and will be working with HHSA to assist fire victims.

I. Regular Agenda Items

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

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

Sam Cerveny/Deputy Director of Public Works introduced the ordinance and noted it reflects State law and includes Cal Green recycling and water. No public comment. In response to a question from Chair Smallcombe, Mr. Cerveny noted Pioneer Market is currently the county's only organic waste producer that is applicable to tier one.

RESULT:	**INTRODUCED [UNANIMOUS] Next: 8/16/2022 9:00 AM**
MOVER:	Marshall Long, District III Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

2. **Public Works RES-2022-446**

PUBLIC HEARING: Adopt a Resolution to Conclude the County Service Area No. 3 (CSA3) Annual Fee Assessment for Fire Equipment and Facilities

Shannon Hansen introduced the item and noted the County was able to refinance which resulted in savings. No public comment.

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

3. **Treasurer-Tax Collector-County ClerkRES-2022-447**

Adopt Resolution Declaring the Certified Results of the Primary Election Held on Tuesday, June 7, 2022

Steve Dahlem/County Counsel noted he was standing in for the Tax Collector and introduced the item. No public comment.

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

4. **Treasurer-Tax Collector-County ClerkRES-2022-448**

Adopt a Resolution Authorizing the Board of Supervisors Chair to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax; Approve Preparatory Agreement and Administration Agreement; and Authorize the Board of Supervisors Chair to Sign the Agreements

Steve Dahlem introduced the item and noted this is to set up and administer the tax which was voted in by the public. No public comment.

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

5. **Treasurer-Tax Collector-County ClerkRES-2022-449**

Adopt a Resolution Authorizing Examination of Sales or Transactions and Use Taxes Records by the County Administrative Officer, Auditor, or Designee

Steve Dahlem gave the staff report. No public comment.

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

6. **Administration RES-2022-462**

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

Dallin Kimble withdrew the last three items.

RESULT: **WITHDRAWN AND RESCHEDULED Next: 8/16/2022 9:00 AM**

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

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

RESULT: **WITHDRAWN AND RESCHEDULED Next: 8/16/2022 9:00 AM**

8. **Administration (ID # 13149)**

Rescind Resolutions 1989-053 and 1989-500; and Adopt an Updated Travel and Expense Reimbursement Policy to be Effective September 1, 2022

RESULT: **WITHDRAWN AND RESCHEDULED Next: 10/4/2022 9:00 AM**

J. Items removed from Consent Agenda

None.

K. Board Information

Information Received.

L. Adjournment

10:16 AM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-434

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Ratifying Proclamation of a Local Emergency Due to the Oak Fire

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RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution Ratifying the July, 23rd, 2022 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency.

On July 22nd, 2022, the Oak Fire ignited in Mariposa County off of Carstens Road. It has burned over 6,500 acres and continues to scorch Mariposa County.

The American Red Cross is currently staffing a temporary evacuation point at the Mariposa Elementary School. Mariposa County Sheriff's Office employees have been deployed to and have been working with Cal Fire MMU.

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

Pursuant to Government Code Section 8630, whenever a local emergency is proclaimed by an official designated by ordinance, the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the governing Board.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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REF ID# 13217

ATTACHMENTS:
Local Emergency Proclamation - Oak Fire with addition for Gov. (PDF)
Oak Fire Res. (DOCX)

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

PROCLAMATION BY THE DIRECTOR OF EMERGENCY SERVICES FOR THE COUNTY OF MARIPOSA, STATE OF CALIFORNIA, PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY AND REQUESTING STATE AND/OR FEDERAL RESOURCES TO ASSIST WITH RECOVERY EFFORTS

WHEREAS, Section 8630 of the Government Code and Chapter 2.80 of the Mariposa County Code empower the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said County is affected or likely to be affected by a public calamity and the County Board of Supervisors is not in session; and

WHEREAS, the Oak Fire ignited on Friday, July 22, 2022, and has burned more than 6,500 acres within Mariposa County and continues to burn; and

WHEREAS, the Oak fire has destroyed no less than 10 residential structures; and

WHEREAS, residents and visitors have been evacuated due to these incidents with more evacuations expected; and

WHEREAS, these conditions are beyond the control of the services, personnel, equipment, and facilities of said County; and

WHEREAS, the County of Mariposa has already deployed available resources in response to the fire and associated evacuations, security, and so forth; and

WHEREAS, a Fire Management Assistance Grant (FMAG) has already been issued by the Federal Emergency Management Agency; and

WHEREAS, County of Mariposa is requesting the Governor proclaim a State of Emergency and if appropriate request a Presidential Major Disaster Declaration.

WHEREAS, the County of Mariposa is seeking financial assistance from the California Office of Emergency Services Director or the Office of the Governor of the State of California under the California Disaster Assistance Act (CDAA) program.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said County.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, and by ordinances and resolutions of this County; and that this emergency proclamation shall expire 7 days after issuance unless confirmed and ratified by the Board of Supervisors of the County of Mariposa.

Dated: July 23rd, 2022

By: _____
JEREMY BRIESE
Director of Emergency Services

ATTEST:

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO LEGAL FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: Local Emergency Proclamation - Oak Fire with addition for Gov. (RES-2022-434 : Ratifying Proclamation of a Local Emergency Due

MARIPOSA COUNTY RESOLUTION NO. 22-434

A RESOLUTION RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND REQUESTING STATE AND/OR FEDERAL RESOURCES TO ASSIST WITH RECOVERY EFFORTS

WHEREAS, Section 8630 of the Government Code mandates that a local emergency may be proclaimed by the governing body of a local agency, or, if it has been previously declared by an official designated by the governing body, such local emergency must be ratified within 7 days by the governing body of the local agency; and

WHEREAS, the Oak Fire ignited on Friday, July 22, 2022, and has burned more than 6,500 acres within Mariposa County and continues to burn; and

WHEREAS, Mariposa County has provided and continues to provide direct fire response as well as evacuation support, mass non-congregate shelter for evacuees amid an ongoing pandemic, animal evacuation services, and other supportive services; and

WHEREAS, the County of Mariposa has already deployed available resources in response to the fire and associated evacuations, security, and so forth; and

WHEREAS, these conditions are beyond the control of the services, personnel, equipment, and facilities of Mariposa County; and

WHEREAS, a Fire Management Assistance Grant (FMAG) has already been issued by the Federal Emergency Management Agency; and

WHEREAS, Sheriff Jeremy Briese, acting as the director of emergency services, proclaimed the existence of a local emergency on July 23rd, 2022; and

WHEREAS, the County is seeking financial assistance from the California Office of Emergency Services Director and/or the Office of the Governor of the State of California under the California Disaster Assistance Act (CDAA) program.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED that a local emergency now exists throughout Mariposa County and the prior Proclamation of Emergency issued by the Director of Emergency Services is hereby ratified; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of the local emergency the powers, functions, and duties of the Director of Emergency Services and the emergency services organization of the County shall be those prescribed by state law, by ordinances, and by resolutions of Mariposa County approved by the Board of Supervisors; and

IT IS FURTHER ORDERED that the Director of Emergency Services, or his designee, is hereby designated as the local Hazard Mitigation Coordinator of the County of Mariposa for the purpose of assessing damage within Mariposa County and consulting with federal/state survey teams about hazard mitigation actions; and

IT IS FURTHER ORDERED that the Director of Emergency Services, or his designee, is hereby designated as the authorized representative for public assistance, and the Director of Emergency

Attachment: Oak Fire Res. (RES-2022-434 : Ratifying Proclamation of a Local Emergency Due to the Oak Fire)

Services, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Mariposa for purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 26th day of July 2022, by the following vote:

AYES: SMALLCOMBE, LONG, FORSYTHE, MENETREY
NOES: NONE
ABSENT: NONE
ABSTAINED: NONE

_____
ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: Oak Fire Res. (RES-2022-434 : Ratifying Proclamation of a Local Emergency Due to the Oak Fire)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-435

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Ratify the Declaration of a Local Health Emergency by the County Health Officer

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Ratifying the July 22nd, 2022 Declaration of a Local Health Emergency by the County Health Officer.

Based on the Oak Fire which ignited on July 22nd, 2022, it was determined that the hazardous waste in the form of debris from the fire, which involved the destruction of several structures as well as imminent and proximate threat of infectious or communicable disease and/or non-communicable biologic agent due to accumulations of perishable foods and other organic materials and the due to potential contamination or destruction of residential and commercial water supply in the burned areas.

Under certain conditions, the County Health Officer is empowered to declare a local health emergency under California Health and Safety Code Section 101080 and did so on July 22nd, 2022. However, as with other local emergencies, this declaration may not remain in effect for more than seven days unless it is ratified by the governing board.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has ratified similar proclamations and declarations in the past during other local emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not ratify the Health Officer Declaration, the local health emergency will terminate on July 29th, 2022 and waste caused by the fire could cause health issues and disease as well as environmental disaster within the community.

FINANCIAL IMPACT:
Not Applicable.

ATTACHMENTS:
Local Health Emergency Ratification Resolution (DOCX)
Signed - Declaration of Local Health Emergency - Oak Fire (PDF)

REF ID# 13218

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

Attachment: Local Health Emergency Ratification Resolution (RES-2022-435 : Ratify the Declaration of a Local Health Emergency by the County

RESOLUTION NO. 22-435

RESOLUTION RATIFYING DECLARATION OF A LOCAL HEALTH EMERGENCY BY THE COUNTY HEALTH OFFICER

WHEREAS, Section 101080 of the Health and Safety Code authorizes the declaration of a local health emergency by the County Health Officer, provided that the local health emergency shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the Board of Supervisors; and

WHEREAS, the Board of Supervisors does hereby find that based on the hazardous conditions caused by the Oak Fire which ignited on July 22nd 2022, which involved the destruction of a number of structures, poses a substantial present or potential hazard to human health and the environment; and

WHEREAS, the Board of Supervisors does also hereby find that there is an imminent and proximate threat of infectious or communicable disease and/or non-communicable biologic agent due to accumulations of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, and also due to potential contamination or destruction of residential and commercial water supply in the burned areas; and

WHEREAS, the County Health Officer declared the existence of a local health emergency on July 22nd, 2022; and

WHEREAS, it is expected that this local health emergency will continue for an unforeseeable amount of time.

NOW, THEREFORE, BE IT HEREBY RESOLVED that a local health emergency now exists throughout Mariposa County and the prior Declaration of a Local Health Emergency issued by the County Health Officer is hereby ratified; and

IT IS FURTHER RESOLVED AND ORDERED that during the existence of said local health emergency the powers, functions, and duties of the Mariposa County Public Health Officer shall be those prescribed by state law including the provisions of Sections 101040 and 101085 of the Health and Safety Code and by ordinances and resolutions of this county approved by the Board of Supervisors.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 26th day of July 2022 by the following vote:

AYES: SMALLCOMBE, LONG, FORSYTHE, MENETREY
NOES: NONE
ABSENT: NONE
ABSTAINED: NONE

_____
ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Mariposa County
Health & Human Services Agency

DECLARATION OF A LOCAL HEALTH EMERGENCY
BY THE COUNTY HEALTH OFFICER

WHEREAS, the California Health and Safety Code, Division 101, Part 3, Chapter 2, commencing with §101075 confers upon the local health officer of the political subdivisions of this state emergency powers necessary to protect public health and safety;

WHEREAS, §101080 of the California Health and Safety Code, states that "the local health officer may declare a local health emergency in the jurisdiction or any area thereof" affected by hazardous waste which is an imminent threat to the public health;

WHEREAS, Health and Safety Code Section 101080 empowers the local health officer to proclaim the existence of a local health emergency when this county or any area of the county is affected or likely to be affected by such a public health threat while the Board of Supervisors is not in session, which shall expire if not ratified by the Board of Supervisors within seven days and is subject to reaffirmation every 14 days thereafter until such local health emergency is terminated; and,

WHEREAS, the Public Health Officer of the County of Mariposa does hereby declare:

1. That conditions of certain hazardous waste in Mariposa County in the form of debris resulting from a fire beginning on July 22, 2022, and which involved destruction of a number of structures, poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and

2. That there is an imminent and proximate threat of infectious or communicable disease and/or non-communicable biologic agent due to accumulations of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, and also due to potential contamination or destruction of residential and commercial water supply in the burned areas.

3. That the Board of Supervisors of the County of Mariposa is not in session and cannot immediately be called into session; and

4. That the aforesaid threat to public health necessitates the declaration of the existence of a local health emergency.

NOW, THEREFORE, IT IS HEREBY DECLARED that a local health emergency is now threatened to exist in the burned area in this County due to hazardous waste in the form of debris from a recent fire and due to contamination of residential food and water supply; and

Attachment: Signed - Declaration of Local Health Emergency - Oak Fire (RES-2022-435 : Ratify the Declaration of a Local Health Emergency by

IT IS FURTHER DECLARED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the Mariposa County Public Health Officer shall be those prescribed by state law, including the provisions of Sections 101040 and 101085 of the Health and Safety Code, and by ordinances and resolutions of this county approved by the Board of Supervisors.



7- 22 -2022

Eric Sergienko, MD, MPH
Health Officer

Date

Attachment: Signed - Declaration of Local Health Emergency - Oak Fire (RES-2022-435 : Ratify the Declaration of a Local Health Emergency by

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-436

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

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

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2022-437

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Ratify Letter of Support Sierra Business Council

RECOMMENDATION AND JUSTIFICATION:
Ratify a Letter of Support for the Sierra Business Council's Economic Resilience Fund (CERF) Eastern Region Proposal.

The State is giving each region in California up to $5 Million to develop a "Regional Economic and Workforce Development Plan" and $500 Million to implement the funds. Mariposa County is in the Eastern Region of the 13 regions carved out in the State.

The Sierra Business Council, as it is currently known, is the only organization submitting an application. Mariposa County is in support and wants to be a part of the discussion for the proposal, so the funds are brought to our area and region.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff would notify recipients of a retraction.

ATTACHMENTS:
Collective Partnership Agreement Lettter - July 18th - TBR - July 26th (PDF)

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

REF ID# 13202

Mariposa County Board of Supervisors

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

DALLIN KIMBLE
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

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

Collective Partnership Agreement Letter
Community Economic Resilience Fund: Eastern Sierra Region

July 18th, 2022

Dear HRTC Convener:

On behalf of the Mariposa County Board of Supervisors, I am pleased to relay our support for the Sierra Business Council's Community Economic Resilience Fund (CERF) proposal for the Eastern Sierra region. We are in agreement with the goals of this proposal, recommend it for your approval, and agree to participate in both the CERF process and implementation of the aforementioned proposal.

Mariposa County has reviewed the initial governance model for the High Road Transition Collaborative (HRTC). We understand that this governance model may change as the process evolves. We also understand that the Sierra Business Council would act as both the fiscal agent and regional convener.

We agree to participate in the CERF process and the development of the governance model, the outreach and engagement plan, and the development of a budget for the project. We are committed to working collaboratively with a wide range of regional stakeholders from a diverse set of interests to participate in the process to create a more inclusive, equitable, and competitive regional economy.

Mariposa County is a general law county with no incorporated cities responsible to make and enforce local ordinances and lead a variety of initiatives to support our residents. Our Mission is to "improve the quality of life in Mariposa County through active community engagement and the efficient delivery of outstanding public services." Members of our Board of Supervisors as well as our department heads are actively involved in advocating for our residents' needs at regional and State levels through membership in joint powers authorities, boards, commissions, and professional associations.

Mariposa County Government leads the County's economic and workforce development efforts through implementation of our strategic plan and economic vitality strategy. The Mariposa County Strategic Plan is currently being updated, but the focus areas – Safety, Wellness, Stewardship, Infrastructure and Prosperity – remain and include objectives pertaining to workforce development, expanding housing and infrastructure, increasing

Attachment: Collective Partnership Agreement Lettter - July 18th - TBR - July 26th (RES-2022-437 : Ratify Letter of Support Sierra Business

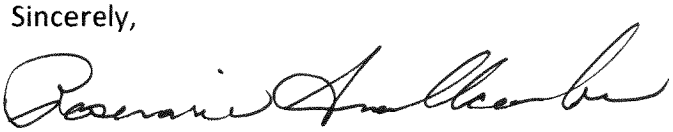
our agricultural production, and diversifying associated products. Our economic vitality strategy was developed based on input from many local organizations, businesses, and community members. It includes a set of strategic initiatives that describe actions the county, in partnership with other organizations, will take to expand and diversify the local economy. While acknowledging our economy is heavily dependent on tourism and will continue to be so for the foreseeable future, the Strategy also includes goals intended to diversify our economy.

Our primary contact for this process will be:

Contact person: Tara Schiff
Email Address: tschiff@mariposacounty.org
Phone: (209) 742-1214

Thank you for your time and consideration.

Sincerely,



Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attachment: Collective Partnership Agreement Letter - July 18th - TBR - July 26th (RES-2022-437 : Ratify Letter of Support Sierra Business

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

May 3, 2022

A. 9:01 AM Called to Order

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

No public comment. Kudos were given from all Supervisors on CA.2 and CA.3, which terminated the local COVID-19 Emergencies. Regarding a question from Supervisor Sweeney, it was noted that the teleconferencing option for Committees and Commissions would continue under the State emergency and current legislation. Supervisors Sweeney and Long thanked the staff for bringing forward CA.6 and noted that this item is essential as it will keep the public informed on what these committees and commissions are doing. Supervisor Menetrey thanked Public Works for bringing CA.12 forward, noting that the Farmers Market encroachment fee used to be privately funded. Two years ago, the funding ceased, but the Farmers Market is essential for our community, and this action will help immensely.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

CA1. **Health and Human Services** **RES-2022-261**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-262**

Adopt a Resolution Terminating the Existence of the COVID-19 Public Health Local Emergency Due to the COVID-19 Pandemic

CA3. **Sheriff's Office** **RES-2022-263**

Adopt a Resolution Terminating the Local Emergency Due to the COVID-19 Pandemic

CA4. **Administration** **RES-2022-264**

Approve the REAP Grant Memorandum of Understanding (MOU); and Authorize the Board of Supervisors Chair to Sign the MOU

CA5. **Board of Supervisors** **RES-2022-265**

Approve a Letter of Support to the Department of the Interior in Support of Federal Acknowledgement of the Southern Sierra Miwuk Nation; and Authorize the Board of Supervisors Chair to Sign the Letter

CA6. **Clerk of the Board of Supervisors** **(ID # 12922)**

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

CA7. **District Attorney** **RES-2022-266**

Approve a Three Year Agreement with Thomson Reuters for Print Subscription Services (“West Complete Print”); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **HHS/Behavioral Health & Recovery Services** **RES-2022-267**

Approve a Memorandum of Understanding (MOU) Between the County of Mariposa and Native Solutions for Driving Under the Influence (DUI) Educational Services; and Authorize the Board of Supervisors Chair to Sign the MOU

CA9. **HHS/Public Health** **RES-2022-268**

Approve a Four-Year Agreement with Community Initiatives for Collective Impact (Formerly Named Alliance for Community Research and Development, LLC) for Consulting and Evaluation Services for the Mariposa County Tobacco Education Program in an Amount Not to Exceed $76,440; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Public Works** **RES-2022-269**

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Rescind Resolution 2022-129; Approve an Agreement with Caltrans for 2019 Storm Repairs to Ben Hur Road; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Public Works** **RES-2022-270**

Approve the First Amendment to an Agreement with GPA Consulting for Environmental Support Services on the Darrah Road Bridge Project Increasing Compensation by $264,531.20 for a New Amount Not to Exceed $464,507.20; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **Public Works** **RES-2022-271**

Authorize the Public Works and Transportation Director to Waive the Encroachment Permit Fee of $150 for the Annual Farmers Market

CA13. **Sheriff's Office** **RES-2022-272**

Approve the First Amendment to an Agreement for Inmate Telephone Service with NCIC to Install and Maintain an Inmate Communication Operating System; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. **Treasurer-Tax Collector-County Clerk** **RES-2022-273**

Approve the Second Amendment to an Agreement with the State of California for "Voting System Replacement Contract 2019" Extending the Date to December 31, 2024, for the Purchase of New Voting Equipment; and Authorize the County Clerk to Sign the Second Amendment Per State Requirements

E. Board Recognitions

1. **Board of Supervisors** **RES-2022-260**

Adopt a Resolution of Recognition for Jim Dulcich for Fifty-Four (54) Years of Service to the Community of Mariposa (Board Chair)

Russ Marks/County Surveyor introduced this item, noting that such volunteer service is rarely seen with societal change. Jim Dulcich thanked the Board for the recognition and said it was an honor to serve the community.

Public Comment was received by Steve Ward/Mariposa County Fire Chief, Eric Sergienko/County Health Officer/Volunteer Fireman, Dennis Buck/Captain with MPUD Fire, and Margarita King/As a Mariposa Resident, who expressed their thanks and sentiment for Mr. Dulcich, reminiscing on memories and regaling heroic stories. Board discussion ensued where Thank you' s, congratulations, and stories to express sentiment were shared.

Chair Smallcombe presented the Retirement Resolution to Mr. Dulcich.

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

2. **Board of Supervisors** **2022-50**

Proclaim May 5Th, 2022 as "Hand Hygiene Day" (Board Chair)

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Tiffany VanWall/Infection Preventions at John C. Fremont Healthcare District (JCF) introduced the item highlighting what JCF is doing to ensure patients do not leave with unwanted diseases or infections.

Public comment was received by Dr. Eric Sergienko/Public Health Advisor to JCF, who stated it might be a world health hand hygiene day, but this is to encourage all to wash their hands routinely. Supervisor Long and Chair Smallcombe commented on the importance of washing one's hands.

Chair Smallcombe presented the proclamation to John C. Fremont Staff.

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

3. **HHS/Public Health 2022-51**

Proclaim the Month of May 2022 as "Nurses Month" and the Week of May 6-12, 2022 as "Nurses Week"

Margarita King/Public Health Nurse Manager introduced the item by reading a brief history of Nurse's Week. Public comment was received by Rosalyn Pile/Public Health, Eric Sergienko, Pete Judy/Chief Probation Officer, Joe Lynch/Acting Health and Human Services Director, Rachel/John C. Fremont Healthcare District Nurse, Hasha/John C. Fremont Healthcare District, Matthew Matthiessen/CEO John C. Fremont Healthcare District, and Dr. Kristina Allen/Deputy Director of Public Health expressed their appreciation for nurses, and some shared their nursing stories. Supervisor Long and Chair Smallcombe shared their deep respect for nurses.

Chair Smallcombe presented the proclamation to Margarita King, Rachel, and Rosalyn Pile.

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

4. **HHS/Behavioral Health & Recovery Services 2022-52**

Proclaim the Month of May 2022 as "Mental Health Awareness Month"

Cindy Forga and Lynn Rumfelt/Health and Human Services Staff introduced the item, noting they and their staff have faced new challenges and acknowledged that they had served 767 Community members and provided over 15,000 services. They also asked that the community wear lime green for May.

Public comment was received by Margarita King, Pete Judy Kazzy Brochini/Health and Human Service Staff, and Lisa Parker/Executive Director of Native Solutions all expressed how important Mental Health Awareness is as well as changing the stigma of mental health.

Supervisor Long and Chair Smallcombe also note the importance of stigma and awareness.

Chair Smallcombe presented the proclamation to Health and Human Services staff.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

5. **Board of Supervisors 2022-53**

Proclaim the Month of May 2022 as "Supervised Visitation Awareness Month" (Board Chair)

Lisa Parker/Native Solutions Family Center Founder, introduced the item and stated that last year, she came before the Board to express her goals for her organization, and this year noted her accomplishments. She described how Native Solutions had provided a safe and neutral environment for children to have controlled interactions with parents.

Public comment was received by Joe Lynch, who made comments on behalf of Division Director Julianne Sims. Mr. Lynch thanked the Board for acknowledging Supervised Visitation Awareness week and thanked Native Solutions for their collaboration with (HHSA).

Supervisor Forsythe thanked Ms. Parker for bringing this item forward, expressing how sad it can be when a referral needs to be made because some do not know that it is not okay to act a certain way in front of their children.

Chair Smallcombe presented the proclamation to Lisa Parker and two of her staff members.

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

RECESS

10:52 AM Chair Smallcombe recessed for a short break and reconvened at 10:59 AM.

F. Departmental Presentation

Dr. Eric Sergienko noted that since they will be lifting the public health emergencies, they will reduce and change their reporting. Dr. Sergienko pointed out that the Bay Area has seen a higher rate of hospitalizations, and the County sees higher case rates among Yosemite National Park employees. He urged the individuals who work with the public to routinely test and strongly recommended masking. In response to a question from Supervisor Long, Dr. Sergienko noted we are not yet in an endemic but a transitional stage. Dr. Sergienko stated the uptick is spring break driven in response to a question from Chair Smallcombe. Supervisor Forsythe asked if individuals should get their next booster soon, and Dr. Sergienko recommended holding off until the next wave.

Steven Ward/Cal Fire/Mariposa County Fire Chief gave a quick update on the fire side. Chief Ward noted that 41 firefighters were hired for Cal Fire which puts them up to 200 firefighters, including hand crews. He highlighted multi-jurisdictional training in Oakhurst with the mobile training unit. Chief Ward also noted there are 11 volunteers, but the County has four companies with no volunteers. Chief Ward stated those companies would likely be removed from the initial dispatch. Supervisor

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Sweeney urged the listening public to look at the initial 30-100 foot zone around their home and driveway egress as we move into fire season.

Tony McDaniel/Tourism Bureau noted it is National Travel and Tourism Week and Month. The good news was received regarding Mariposa County's tourism and local economy, which are recovering well from the shutdowns in 2020 due to COVID-19. Mr. McDaniel's noted we had 550 more jobs in 2021, which is the highest number since 2017. He announced that 21.6 million dollars have stayed within our community and that net gain tied Mariposa County with Alpine County. Mr. McDaniel's ended his report by noting our tourism industry is still awaiting the return of international travelers. He is optimistic that the Tourism Bureau is well suited to help bring them back.

Matthew Matthiesen/John C. Fremont Healthcare District CEO briefed the Board and the listening public that the Hospital had some of the COVID-19 restrictions lifted. Mr. Matthiesen noted that the North County Clinic is open and urged individuals to call for appointments. The district was still recruiting for a permanent provider for the North County Clinic. John C. Fremont Healthcare District will have a Certified Nursing Assistant (CNA) course returning. He was also proud to announce that the Ewing wing had qualified as a 4-star facility.

Dallin Kimble/County Administrative Officer, announced that his department was getting close to administering the Micro-enterprise funds and noted another round would be available within a few weeks as there were still funds available.

G. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

11:21 PM Chair Smallcombe recessed the Board of Supervisors meeting and the Deputy Clerk of the Board II read the announcement pursuant to Government Code.

H. LOCAL TRANSPORTATION COMMISSION

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

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2022-8**

Approve the Program Supplement Agreement (PSA) for the State Transportation Improvement Program (STIP) Merced Falls Road Rehabilitation Project; and Authorize the Executive Director of the Mariposa County Local Transportation Commission (MCLTC) to Sign the Agreement

Shannon Hansen/Public Works and Transportation Director, gave the staff

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

report. Public Comment was received by Andre Wright, who asked why Merced Falls was chosen with so many roads in dire straits that service more locals. Ms. Hansen stated that a route is typically selected from each district to be repaired with STIP funding. Supervisor Long followed Director Hansen's explanation noting that North County residents use Merced Falls Road frequently.

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

Adjourn LTC

11:29 AM Commissioner Smallcombe adjourned the meeting of the Local Transportation Commission.

Reconvene as Board of Supervisors

I. Regular Agenda Items

1. **Board of Supervisors (ID # 12921)**

Receive a Presentation from the Mariposa County Resource Conservation District (MCRCD) Regarding Programs and Projects (Melinda Barrett, Program Manager)

Melinda Barrett/Resource Conservation District (RCD) introduced the staff in the room and gave a PowerPoint Presentation. Public comment was received by Brain Mattos/Cal Fire MMU, Steve Ward, and Mike Keser/Cal Fire pre-fire engineer, who all spoke in favor of the RCD and the work they do for our community for fire safety. Board discussion ensued.

RESULT: **INFORMATION RECEIVED**

2. **Administration RES-2022-274**

Approve a Request for Qualifications for the Southern Sierra Miwuk Nation Strategic Plan

Ben Goger/Housing Development Specialist gave the staff report accompanied by a PowerPoint Presentation. No public comment.

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

3. **Administration/Human Resources RES-2022-275**

Appoint Joe Lynch as the County's Health and Human Services Director, Effective May 3, 2022, at an Annual Salary of $163,682.66 Per Year

Dallin Kimble gave the staff report. Public comment was received by Steve Ward,

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Ben Goger, and Eric Sergienko, who read a letter on behalf of Baljit Hundal/Division Director of Health and Human Services Agency, all of which acknowledged and recognized Mr. Lynch's leadership and sentiments regarding working with him in the future. Supervisor Long thanked Mr. Lynch for his patients and congratulated him.

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

4. **County Counsel RES-2022-276**

Approve Acknowledgement and Agreement to Implement a Workplace Firewall; and Authorize the Board of Supervisors Chair to Sign Agreement

Steven Dahlem/County Counsel gave the staff report. No public comment.

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

RECESS

12:32 PM Chair Smallcombe recessed the Board for a brief break and reconvened at 12:48 PM.

J. Closed Session

12:48 PM Chair Smallcombe recessed the Board into closed session and announced the last two closed session items would be taken up following the 2:00 PM agenda.

1. **Administration/Human Resources (ID # 12938)**

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

No public comment.

RESULT: **CLOSED SESSION HELD**

K. 2:00 PM Reconvene

1. **HHS/Community Services (ID # 12712)**

Receive a Presentation from Chris McCoy with Area 12 Agency on Aging (A12AA) on the Aging Disability Resource Connection (ADRC)

Chris McCoy/Area 12 Agency on Aging ADRC/IIB I&A Program Manager gave a PowerPoint Presentation. In response to a question from Supervisor Sweeney, Mr. McCoy noted that most of their referrals are received from IHSS, APS, family, individuals, and Senior Centers and that there are eligibility requirements for some of the programs. No public comment. Board discussion ensued.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: **INFORMATION RECEIVED**

2. **Public Works** **(ID # 12928)**

Receive a Presentation by Public Works on the Solid Waste & Recycling Operations at the Mariposa County Landfill; and Provide Direction to Staff Regarding Future Operations

Shannon Hansen gave the staff report and turned it over to Sam Cerveny/Solid Waste Manager who gave a PowerPoint Presentation and presented the Board with options. No public comment. Board discussion ensued.

Direction Given: Pursue developing an RFQ for Option One, which encompasses the other options. The RFQ will be required to be returned for consideration by the Board.

RESULT: **INFORMATION RECEIVED**

3. **Clerk of the Board of Supervisors** **RES-2022-277**

Receive an Update on the Sound System; and Approve Budget Action Transferring Funds from Board of Supervisors Budget to the Public Works Budget for the Minor Expansion of the Sound Closet in the Board Chambers ($2300) 4/5ths Vote Required

Keith Williams/Interim Clerk of the Board introduced Danielle Bondshu/Deputy Clerk of the Board II, and Tracy Gauthier/Deputy Clerk of the Board II who gave the staff report. No public comment. Board discussion ensued.

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

4. **Clerk of the Board of Supervisors** **(ID # 12933)**

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

Danielle Bondshu and Tracy Gauthier asked for direction on whether the Board would like to direct staff to look into the use of video for Board Meetings. No public comment. Board discussion ensued.

Direction: contact Matt Hespenhide/Americans with Disabilities Act Coordinator regarding ADA requirements for providing video and bring back further discussion.

RESULT: **DIRECTION GIVEN**

L. Closed Session

1. **Administration/Human Resources** **(ID # 12939)**

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

No public comment.

RESULT: CLOSED SESSION HELD

2. **Administration/Human Resources (ID # 12940)**

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

No public comment.

RESULT: CLOSED SESSION HELD

M. Board Information

None.

N. Items removed from Consent Agenda

None.

Report Out

5:01 PM Chair Smallcombe reported that during Closed Session item one, information was received and on Closed Session items two and three, information was received and direction is given.

O. Adjournment

5:02 PM Chair Smallcombe adjourned the meeting in memory of Barbara Ann Brownell, Donna Faye Bird Yokote, Phillip Walter Robinson, Mark Jones, Diane Preston, Connie Annette Waldron, Ronald Wayne Tucek, Christopher Michael Sunderland, William "Bill" Urmin, Mary Judy Walker, Kathleen Jones, and Alfred (Al) Mark Arredondo.

Respectfully submitted,

Danielle Bondshu
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-261

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

---

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

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

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

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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

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

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

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

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-262

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Resolution Terminating the Existence of the COVID-19 Public Health Local Emergency

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RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution Terminating the Existence of the COVID-19 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 17, 2020 the Mariposa County Board of Supervisors adopted a Resolution ratifying a Local Health Emergency.

Since that time, effective countermeasures including vaccines and therapeutics have been developed and deployed**.** Conditions, and their effects, including hospitalizations, have now abated sufficiently to cause the situation resulting from said conditions of extreme peril to be deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within the County of Mariposa.

Ongoing recovery and clean up efforts include the continued commitment of the California Disaster Assistance Act and any other applicable state or federal resources.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Continue a Local Emergency beyond what conditions warrant.

FINANCIAL IMPACT:
none

ATTACHMENTS:
Terminating the Local Public Health Emergency Due to COVID-19 (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Resolution 2022-___

RESOLUTION TERMINATING THE LOCAL HEALH EMERGENCY DUE TO THE COVID-19 PANDEMIC

WHEREAS, on March 13, 2020, Mariposa County Public Health Officer, Dr. Eric Sergienko declared a Local Health Emergency in response to the COVID-19 Pandemic; and

WHEREAS, on March 17th, 2020, the Mariposa County Board of Supervisors adopted a Resolution ratifying a Local Health Emergency; and

WHEREAS, since that time effective countermeasures, including vaccines and therapeutics, have been developed and deployed; and

WHEREAS, conditions, and their effects, including hospitalizations, have now abated sufficiently to cause the situation resulting from said conditions to be deemed to be within the control of the normal healthcare services, personnel, equipment, and facilities of and within said County of Mariposa; and

WHEREAS ongoing recovery efforts include the continued commitment of American Rescue Plan Act of 2021 and any other applicable state or federal resources; and

NOW, THEREFORE, BE IT RESOLVED the Mariposa County Board of Supervisors, State of California, does hereby terminate the said local health emergency and any associated powers and authorities granted to staff and the Board of Supervisors. This Resolution takes effect upon approval.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 3rd day of May 2022, by the following vote:

AYES:
NOES:
ABSENT:
EXCUSED:

ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

ATTEST:

KEITH WILLILAMS,
Interim Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-263

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Terminate of COVID-19 Emergency

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Terminating the Local Emergency Due to the COVID-19 Pandemic.

Pursuant to California Government Code Section 8680.9, a local emergency is a condition of extreme peril to persons or property proclaimed as such by the governing body of the local agency affected by a natural or manmade disaster. The purpose of a local emergency proclamation is to provide extraordinary police powers, immunity for emergency actions, authorization for emergency orders and regulations, and activation of pre-established emergency provisions.

A state of emergency occurs when the response and recovery to an incident exceeds the resources and abilities of a local agency. A state of emergency ceases to exist at the conclusion of an incident (for example, when a wildfire reaches full containment or a flood subsides) or when response and recovery return to levels that can be managed by the local agency. Pursuant to California Government Code 8630, governing bodies are required to proclaim the termination of a local emergency "at the earliest possible date that conditions warrant."

Sheriff Jeremy Briese, acting as the Director of Emergency Services has determined emergency conditions, and their effects, have now abated sufficiently to cause the situation resulting from said conditions of extreme peril to be deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within said County of Mariposa.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On 03/04/2020, the Governor of the State of California, issued a Proclamation of a State of Emergency as a result of an outbreak of COVID-19. The Health Officer of the County of Mariposa determined that there was an immediate and proximate threat to public health due to the introduction of COVID-19 in Mariposa County, and had declared a Local Health Emergency as a result. Then Sheriff Doug Binnewies, acting as the Director of Emergency Services, proclaimed the existence of a local emergency according to Section 8630 of the California Government Code and Chapter 2.80 of the Mariposa County Code on March 17, 2020

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Do not approve. The local emergency would continue until terminated. No additional resources would be received. The State may determine that the County is not in compliance with California Government Code 8630.

FINANCIAL IMPACT:
There is no financial impact associated with this action.

ATTACHMENTS:
COVID-19 Termination (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESOLUTION 2022-___

RESOLUTION TERMINATING THE LOCAL EMERGENCY DUE TO COVID-19

WHEREAS, on 03/04/2020, the Governor of the State of California, issues a Proclamation of a State of Emergency as a result of an outbreak of COVID-19; and

WHEREAS, the Health Officer of the County of Mariposa has determined that there was an immediate and proximate threat to public health due to the introduction of COVID-19 in Mariposa County, and had declared a Local Health Emergency as a result; and

WHEREAS, then Sheriff Doug Binnewies, acting as the Director of Emergency Services, proclaimed the existence of a local emergency according to Section 8630 of the California Government Code and Chapter 2.80 of the Mariposa County Code on March 17, 2020; and

WHEREAS, the Mariposa County Board of Supervisors ratified that proclamation at a regularly scheduled board meeting on March 24, 2020 (Resolution 2020-157); and

WHEREAS, Sheriff Jeremy Briese, acting as the Director of Emergency Services has determined emergency conditions, and their effects, have now abated sufficiently to cause the situation resulting from said conditions of extreme peril to be deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within said County of Mariposa; and

WHEREAS, ongoing response and recovery efforts include the continued commitment of the State of California and any other applicable state or federal resources;

NOW, THEREFORE, the Mariposa County Board of Supervisors, State of California, does hereby terminate the said local emergency and any associated powers and authorities granted to staff and the Board of Supervisors. This Resolution takes effect upon approval.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this ___ day of April 2022 by the following vote:

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

AYES:
NOES:
ABSENT:
EXCUSED:

ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

ATTEST:

KEITH WILLIAMS
Interim Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-264

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve the REAP Grant MOU, and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION:
Approve the REAP Grant Memorandum of Understanding (MOU); and Authorize the Board of Supervisors Chair to Sign the MOU.

In order to formalize the participation in the Mother Lode Accessory Dwelling Unit Workbook, the Counties of Nevada, Amador, Calaveras, and Mariposa are agreeing to contribute a portion of their Regional Early Action Planning (REAP) grant funds to the procurement of a qualified consultant to develop the workbook.

An earlier version of a participation agreement was circulated through the Counties to formalize and memorialize this agreement but it was not fully executed. Calaveras County has proposed a Memorandum of Understanding to replace the participation agreement. Staff has reviewed, edited and circulated the MOU to the four Counties for comments. The MOU has been agreeable thus far to all parties and was a consent item on the April 19th Calaveras County Board of supervisors meeting agenda.

This MOU will be signed in counter part by the authorized representative as indicated by each of the County's REAP applications.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
RES 2021-37 Adopt a resolution to apply and execute a Regional Early Action Planning grant for the development of the Mother Lode ADU workbook.

RES 2022-118 Approve the Mother Load Accessory dwelling unit workbook participation letter and authorize the Chair so sign the agreement.(Not Executed by all Counties).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Approve with amendments. Staff would need additional direction.

FINANCIAL IMPACT:
$60,758 in HCD grant funds will be received to support project.

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ATTACHMENTS:
REAP GRANT MOU--CLEAN (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Memorandum of Understanding
Between
Calaveras County, Mariposa County, Nevada County, and Amador County

This Memorandum of Understanding ("MOU") is entered into on the _____ day of _____, 2022, by and between the Counties of Calaveras, Mariposa, Nevada, and Amador, which shall be cumulatively referred to as "the parties".

Background and Purpose of MOU

A. Each of the parties has been approved and has entered into a standard agreement with the California Department of Housing and Community Development ("HCD") to receive funding under the Regional Early Action Planning Grants Program ("REAP"). The REAP program is meant to help mitigate the state's critical housing needs and to accelerate housing production. The REAP grant funding is provided to the parties on a reimbursement basis after HCD determines that the parties' expenditures are allowable and reimburseable under the REAP grant guidelines.

B. The parties decided to pool their respective anticipated grant awards towards the development of a regional Accessory Dwelling Unit ("ADU") workbook to help property owners in the four-county area better understand the state's and each party's local requirements and incentives concerning the development of ADUs, with a goal of encouraging ADUs to be built. The ADU workbook will be a tool for homeowners to encourage the development of ADUs. This workbook will streamline the process of development planning and provide guidance on how to approach on site well/septic service(s) for the ADU.

C. This project is based on several technical assistance planning sessions where the California Department of Housing and Community Development engaged county staff in scoping ADU priorities in the Counties. A draft scope of work was produced and included in the Counties REAP application and is attached hereto as Exhibit A, which is incorporated by reference herein.

D. The purpose of this MOU is to formalize the cooperation and funding agreement related to the collaborative Regional Early Action Planning (REAP) grant funded Mother Lode Region Accessory Dwelling Unit (ADU) Workbook project being proposed for the parties.

NOW, THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

Agreements

1. The parties will contribute the following amounts towards the ADU workbook project from their anticipated REAP grant awards:

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Amador	$37,750
Calaveras	$200,970
Mariposa	$60,758
Nevada	$45,000

2. Mariposa County will draft and post a Request for Qualifications for a consultant to prepare the ADU workbook based on the deliverables described in Exhibit A.

3. The parties will collaborate in the review and selection process for a qualified professional consultant, after which Mariposa County will award and administer an agreement with the selected consultant. The agreement will contain all required components under the REAP Grant the parties successfully obtain their respective reimbursements from HCD.

4. Mariposa will be responsible to document and collect receipts and invoices for all expenditures of the parties' pooled contributions to the ADU workbook project, doing so in accordance with REAP Grant guidelines the parties to successfully obtain their respective reimbursements from HCD.

5. Mariposa will be responsible to provide each party with all documentation and accounting required by HCD and the Grant Guidelines to demonstrate that the parties' respective expenditures are allowable and reimbursable.

6. Mariposa shall ensure that expenditures do not exceed the combined amounts described in Section 1 above.

7. The parties will each contribute effort to the project steering committee.

8. The parties will reimburse Mariposa County for payments to the selected consultant with in 60 days of being invoiced by Mariposa County.

9. The parties will cooperate with each other and with HCD to the extent necessary in the event of an audit of any party with respect to the REAP grant awards described in this MOU.

10. The parties understand that a regional ADU workbook will be applicable across the region.

11. The parties will collaborate to ensure that the ADU workbook is distributed regionwide, including within each party's jurisdiction.

12. The parties agree that any changes to the terms of this MOU shall require an amendment in writing signed by all members and, as required by state or local law, approved by the members' Boards of Supervisors.

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13. The parties agree to meet and confer upon the request of any party to discuss any proposed changes to the project scope, grant administration, or project financing.

14. Nothing in this MOU is intended to supersede or countermand the obligations entered into by the parties to the State of California.

15. The terms and conditions of this MOU will remain in effect at least until after all funds described in Section 1 have been expended and all project deliverables completed and shall continue in effect until the period within which the State can conduct an audit of any party's expenditures of the REAP grant awards described in Section 1 has expired.

16. The parties, by signing below, agree to be bound by the terms of this MOU and certify that they each have the lawful authority to enter into it.

For CALAVERAS COUNTY:

_____

Amanda Folendorf, Chair, Calaveras County Board of Supervisors

For MARIPOSA COUNTY:

Rosemarie Smallcombe, Chair, Mariposa County Board of Supervisors

For NEVADA COUNTY:

Brian Foss, Planning Director

For AMADOR COUNTY:

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Exhibit A
Mother Lode Region ADU Workbook

Project Summary

The Mother Lode Region (MLR) would like to encourage the development of Accessory Dwelling Units (ADUs), also known as second units to increase housing production. The MLR collaborative includes the following counties: Nevada, Amador, Calaveras and Mariposa. The MLR would like to utilize a portion of each counties grant allocation from the Regional Early Action Planning(REAP) grant program for an ADU workbook. The respective contributions for the three Counties will be Amador $37,750, Calaveras $200, 970 Nevada $45,000 and Mariposa $60,758. The ADU workbook will be a tool for homeowners to encourage the development of ADUs. This workbook will streamline the process of development planning and provide guidance on how to approach on site well/septic service(s) for the ADU.

Goals and Deliverables The goal of this work effort is to provide more information and hands-on resources that will motivate and encourage homeowners to develop ADUs. MLR will work together with a consultant to draft and implement this workbook. This workbook will include the following deliverables.

- A guide for permitting ADUs that includes timelines, requirements for submissions and permit fees. It will outline the requirements for constructing an ADU, highlight when reduced standards apply and clarify which ADUs are exempt from mitigation fees/permit fees, and the like. This will vary by County, so the workbook will need to be adjusted to reflect the needs of each agency.
- The workbook will include a checklist for planning of the ADU and could include examples of models that are pre-permitted. This scope assumes that the consultant will use example plans from the state toolkit and conduct thorough research on models and strategies appropriate for the region
- As part of the workbook preparation, and as a result of outreach, a contact list of licensed contractors (including engineers, surveyors, etc.) willing to work within each county will be included. This list will not be a mandated list of contractors but a resource for homeowners.
- Examples of prefabricated units will be provided to each County for consideration and inclusion in the workbook. The concept is that at least four vendors per County will be identified, though more may be added if available.
- Summary costs of prefabricated units will be provided based on vendor information.
- As part of the workbook and vendor identification, the team will work with each County to ensure that the examples include appropriate design such as snow loads, wildfire hazard design, and consideration of historic districts.
- If possible, the prefabricated ADU will be provided for pre-permitting review by the building and health department of each county.
- The workbook will include examples of contractor bids if available and public, for construction of each ADU (not including site development costs). Ideally, estimates will be considered for both new prefabricated units and conversion of an existing accessory structure. Factors that would significantly influence cost/timing will be identified for consideration by the homeowner. Where possible this information will be taken from previous building permit(s), and interviews with the homeowner.
- Where possible, a list of incentives/strategies used by other jurisdictions for promoting the development of ADUs will be included.
- Both on-line and printed versions of the workbook will be provided.
- In addition to the workbook, online resources, checklists, FAQs, etc. and/or promotional materials for an ADU project will be prepared with links to other agencies, examples of completed units, press releases, and media materials.

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•The workbook will include landlord Incentive promotional materials per county to link potential landlords to tenant support programs for seniors, veterans, CalWorks families, etc. encouraging development of ADUs alongside existing residences.
•Process for permitting. Every county has a different set of requirements from public health for onsite utilities (water/wastewater). As part of the county-specific workbook, these requirements will be outlined and both design and agency contact information provided.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2022-265

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Southern Sierra Miwuk Nation Letter of Support

RECOMMENDATION AND JUSTIFICATION:
Approve a Letter of Support to the Department of the Interior in Support of Federal Acknowledgement of the Southern Sierra Miwuk Nation; and Authorize the Board of Supervisors Chair to Sign the Letter.

The Southern Sierra Miwuk Nation has been fighting for recognition for 40 Years. In 2018, the Office of Federal Acknowledgment issued Proposed Finding against their Federal Acknowledgment Claim. The SSMN continues to fight for acknowledgment and has asked the Mariposa County Board of Supervisors to continue their support for the SSMN claim to be recognized.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved letters in support of other efforts that will benefit the County or its residents.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the letter. Individual members of the Board may write their own letters of support as desired.

ATTACHMENTS:
So. Sierra Miwuk Nation Ltr to AS-IA_Ext. Request_12apr2022 (PDF)
SSMN DRAFT LoS 4-22-22 (002) (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

HOBBS STRAUS DEAN & WALKER

1903 21st Street, 3rd Floor
Sacramento, CA 95811

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HOBBSSTRAUS.COM

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

April 11, 2022

Via First Class Mail and Email (attn: Stephanie.Cloud@bia.gov)
Bryan Newland
Assistant Secretary – Indian Affairs
Department of the Interior
1849 C Street, N.W.
MS-4660-MIB
Washington, D.C. 20240

Re: Petition of the Southern Sierra Miwuk Nation for Federal Acknowledgment

Dear Assistant Secretary Newland:

On behalf of the Southern Sierra Miwuk Nation (SSMN or "Tribe"), we are requesting a 180-day extension of the period for public comment and response to the Proposed Finding Against Federal Acknowledgment, issued on November 16, 2018, by your predecessor. The current extended deadline for comment/response is May 16, 2022. There is good cause, as stated below, for the grant of this extension request.

The most significant reason for granting the requested extension of the time is the failure of the Department of the Interior and the Office of Federal Acknowledgment to respond to the SSMN's request for documents related to the preparation and issuance of the Proposed Finding. The SSMN requested these documents on May 7, 2019, pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and specific provision of the federal acknowledgment regulations, 25 CFR § 83.10(j)(1), requiring the Assistant Secretary-Indian Affairs to "make available to the petitioner in a timely fashion any records used for the proposed finding not already held by the petitioner, to the extent allowable by Federal law." Despite repeated representations by the OFA that it has identified documents for response to the Tribe's requests, and identifying a certain period in which the response would be made[1], the OFA has not provided a single document in response to the Tribe's FOIA request or asserted any legal basis for its delay or refusal to provide the documents. These documents are essential to the SSMN's understanding of the evidentiary and/or legal basis for your issuance of the Proposed Finding. Assuming

[1] Most recently, on November 16, 2021, the Director of OFA represented to the undersigned legal counsel that OFA has compiled 7005 document images with redactions that were being reviewed by the Solicitor's office, and that OFA would make its first release of documents within 30 days of our conversation, followed thereafter by additional releases as the Solicitor completed review of the redactions.

the OFA will finally produce documents requested by the SSMN pursuant to the FOIA, the SSMN will need the additional time to review them and to integrate relevant information into their response to the Proposed Finding.

In addition, the Covid-19 pandemic continues to compromise the SSMN's efforts to prepare its response by: (1) deterring or delaying in-person meetings of its attorneys and consultants, and related meetings with the SSMN Tribal Council and its Membership Committee; and (2) by forcing the closure to public access of federal archives and other research facilities for extended periods, thereby affecting the ability of the SSMN consultants to access key documents and research related to issues raised in the Proposed Finding. In particular, the SSMN's historical consultant, who is assisting in preparation of the Tribe's response to the Proposed Finding, has had only limited access to the National Archives at San Bruno, California, which is one of the sources of historical documents related to federal agency interaction with California's indigenous tribes.

The effects of the OFA's failure to comply with the FOIA have been compounded by the OFA Director's lack of response to efforts by the undersigned to obtain clarification regarding OFA's procedures for review of the community criterion, 25 CFR § 83.7(b), as it relates to the Proposed Finding. The lack of response by the OFA Director, coupled with the agency's FOIA non-compliance, has foreclosed the possibility of a cooperative exchange of information regarding the OFA's review process and specifically its reasoning and evidentiary basis for the Proposed Finding.

For the above reasons, the requested extension of time should be granted, and the OFA directed to comply with the SSMN's document requests.

Respectfully,

HOBBS, STRAUS, DEAN & WALKER, LLP

Stephen V. Quesenberry

Attorneys for Southern Sierra Miwuk Nation

cc. Sandra Chapman, Chairperson, SSMN
Deb Haaland, Secretary of the Interior
Lee Fleming, Director, OFA
Senator Dianne Feinstein
Senator Alex Padilla
Rep. Tom McClintock (4th District, CA)
Rep. Raul Grijalva, Chairman, House Natural Resources Committee
Rep. Teresa Leger Hernandez, Chair, House Natural Resources Subcommittee on Indigenous Peoples of the United States

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Rep. Ruben Gallego, House Natural Resources Subcommittee on Indigenous Peoples of the United States
Mariposa County Board of Supervisors
Sierra Club, Tehipite Chapter (*attn*: Gary Lasky, Chair)

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

The Honorable Deb Haaland,
Secretary of the Interior
Department of the Interior
1849 C Street, N.W., 6th Floor
Washington DC 20240

Re: Petition for Federal Acknowledgement of the Southern Sierra Miwuk Nation

Dear Secretary Haaland,

I am writing on behalf of the Mariposa County Board of Supervisors to follow up on our earlier letters to your staff regarding the petition for federal acknowledgement submitted by the American Indian Council of the Southern Sierra Miwuk Nation (SSMN) in Mariposa County. Specifically, by this letter, we ask that you meet with representatives of the SSMN. We understand the documentation necessary to schedule such a meeting is largely complete. As outcomes of that meeting, we support the SSMN's request that your department –

1) withdraw the Proposed Finding issued by your office on November 16, 2018
2) establish a 180-day period for issuance of a new Proposed Finding
3) issue a directive to the Office of Federal Acknowledgment to –
   a) respond to the SSMN Freedom of Information Act (FOIA) request submitted by the Council on May 7, 2019, within 30 days
   b) accept additional evidence from the SSMN in support of its Petition during the first 90 days of the 180-day period and
   c) meet and confer with the SSMN, as needed, during the 180-day period.

As we noted in our letter dated May 21, 2019, we object to the Proposed Finding as issued in November 2018 because:

1) The Proposed Finding does not accurately reflect the status of the SSMN, which also is represented through its non-profit the American Indian Council of Mariposa County, as a "distinct community."

Mariposa County has worked successfully and over an extended period of time with the SSMN (through its non-profit arm, the American Indian Council of Mariposa County) on many issues and projects of mutual interest and concern. We have worked through many of the SSMN leaders and with many members of the SSMN community, which we recognize as a "distinct Indian community."

2. We object to the limited basis of the Assistant Secretary for Indian Affairs' (AS-IA) Proposed Finding. That Finding evaluated only a portion of one of the seven mandatory criteria stipulated under Part 83.7. Even today, it continues to remain unclear to us why the AS-IA chose to limit their review to a 29-year period from 1982 to 2011 when 27 CFR 83.7(b) clearly requires evaluation of the group "from historical times until the present."

For these reasons, we ask that the Proposed Finding be withdrawn immediately and that the AS-IA fully assess the SSMN community as required under CFR 83.7(b) as well as the other criteria for acknowledgement. We also ask that the AS-IA fully consider all the evidence submitted in support of the SSMN's petition as the narrow scope of the preliminary finding indicates that evidence has been set aside for reasons that are not at all clear. Finally, we repeat our request that AS-IA respond to the FOIA request submitted nearly three years ago.

We encourage the AS-IA to conduct a complete assessment of the SSMN petition and that your further assessment be fully open and transparent as to the evidence considered and the rationale for all conclusions. We believe that thorough analysis of all material submitted will lead the AS-IA to conclude that the SSMN exists as a distinct Indian community and has existed as such from historical times until the present.

Sincerely,

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

cc:
Senator Dianne Feinstein
2500 Tulare Street, Suite 4290
Fresno, CA 93721

Senator Alex Padilla
2500 Tulare Street, Suite 5290
Fresno, CA 93721

Congressman Tom McClintock
2200A Douglas Blvd., Suite 240
Roseville, CA 95661

Bryan Newland, Assistant Secretary – Indian Affairs
Department of the Interior
1849 C. Street, N.W.
MS- 46006-MIB
Washington, D.C. 20240

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Receive Minutes of the Committees

TITLE OF PRESENTATION:

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

BACKGROUND AND HISTORY:

A Committee Policy was adopted by Resolution 22-115.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

ATTACHMENTS:
220302 Code Compliance Final(PDF)
220406 CCAC FINAL Minutes with Attachments (PDF)
220318 Creative Draft (PDF)
220318 Planning Commission Final (PDF)
220319 Fish Camp Draft (PDF)
220404 Merced River Draft (PDF)
220415 Planning Commission Draft (PDF)
2203108 El Portal Draft (PDF)
AAC Minutes 4.13.22 (PDF)
Law Library Mins 1-20-22 (PDF)
Safety Comm Mtg Minutes2-3-2022 (PDF)

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Information Item

WAAB Minutes 2.28.22 (PDF)
YW Minutes 3.10.22 (PDF)
YW Special mtg minutes 4.21.22 (PDF)

RESULT: INFORMATION RECEIVED BY CONSENT VOTE

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MARIPOSA COUNTY
Code Compliance Advisory Committee

FINAL MEETING ACTION MINUTES
(APPROVED 4/6/22)

DATE: **March 2, 2022**
TIME: **2:00 PM**
LOCATION: **Board of Supervisors Chambers, 2nd Floor**
5100 Bullion Street, Mariposa CA

1. Call to Order: 2:00 PM Welcome. Roll Call by Karen Woblesky

   Members present: Lydia Clary, Eileen Collins, Gabe Edwards, Nancy Kemp, CL Rhodes, Karen Smith, Danette Toso, Karen Woblesky

   Excused: David Breemer

   County Staff present: Corrina Miranda, Sarah Williams, Jil Chiesa, Supervisor Miles Menetrey

   Members of the public were also present

2. Approve Minutes of February 2, 2022 Meeting

   By motion of Edwards and seconded by Collins, the CCAC approved the draft minutes of February 2, 2022 as presented.

   RESULTS: **ADOPTED [7-0]**
   AYES: **Clary, Collins, Edwards, Kemp, Smith, Toso, Woblesky**
   ABSTAIN: **Rhodes**

3. Review Summary of Member Takeaways from the January and February meetings.

   Woblesky summarized what was presented.

   Public comment received from Barbara Cone.

   Most committee members provided input, including on the following topics:

   - Community discussion – public is trying to understand

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- Need for public outreach
- Move in forward direction – look at what other jurisdictions are doing
- There is a disconnect between administrative departments
- Solutions being discussed are not considering underlying issues (BWOPs, purchasing disclosures, etc.)
- Public fear of fines for unknown code violation issues
- Need for zoning changes
- Look at issues with housing, homelessness, etc.
- Marijuana is legal issue, code compliance shouldn't be going to these sites
- Make code more understandable
- Work on issues one at a time and with full effort
- Allow ADUs – make change to zoning
- Need pre-approved permits for tiny homes
- Consider alternative fees instead of amnesty program
- CCAC to educate and reach out to community
- Make friends with community – educate and communicate
- Create handouts for realtors to give to new property owners

Public Comment was received from Ken Melton, Andre Wright and Barbara Cone

4. Review CCAC Background and Purpose; Possible Direction to Staff Regarding Options for Moving Forward (Next Steps)

   Williams gave presentation with a Power Point and stated that Supervisor Menetrey can answer questions.

   Discussion followed.

   Public comments were received from Andre Wright and Barbara Cone. Public Comment (phone) received from Lorraine Freeman.

   Woblesky suggested adding 15 minutes to the meeting for AdHoc Committee discussion.

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5. Discuss Use of Ad Hoc Committees for Study Topics; Establish and Assign Members to Ad Hoc Committees; continued from February 2, 2022 (see agenda packet for February 2, 2022 CCAC meeting)

   Discussion held. S**uggestions / comments included the following:**

   - Prioritize by case type, including
     - BWOP
     - Power Theft
     - Substandard housing
   - Marijuana regulations
   - Education and public information

   Committee members suggested ad hoc subject groups and members chose which group(s) they would like to serve in.

6. Review and Provide Recommendation to the Board of Supervisors Regarding Draft Civil Penalty Amnesty Program (program requested by Board on December 7, 2021 meeting)

   Item not discussed – continued to next meeting.

7. Review and Provide Recommendation to the Board of Supervisors Regarding Draft Ordinance to Establish Authority to Withhold Permits (ordinance requested by Board at 12/7/21 meeting

   Item not discussed – continued to next meeting.

8. Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the committee. No action will be taken by the CCAC. The public will also be given the opportunity to comment before or during the CCAC's consideration of the items that are on the agenda.

   Public comment: None

9. There being no further business the meeting was adjourned at 4:17 pm.

Audio for this meeting is available by opening the Committee's web page:
http://mariposacountyca.iqm2.com/citizens/default.aspx

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Code Compliance Advisory Committee

5100 Bullion Street, 1St Floor
Mariposa, CA 95338
http://www.mariposacounty.org/

Regular Meeting

~ FINAL Minutes ~

Sarah Williams
209-966-5151

Wednesday, April 6, 2022 **2:00 PM** **Board Chambers**

1. Call to Order

The meeting was called to order at 2:17 pm by chair, Karen Woblesky. Woblesky announced that David Breemer had resigned his position on the CCAC. After brief discussion, it was decided that a public vacancy notice should be advertised for (3) three weeks.

Members Present: Eileen Collins, Gabe Edwards, Nancy Kemp, Colleen Rhodes, Karen Smith, Danette Toso, Karen Woblesky. Member excused: Lydia Clary

County Staff Present: Corrina Miranda, Sarah Williams, Jose Carlos Mijares and Jil Chiesa

Supervisors present: Miles Menetrey and Tom Sweeney

Members of the public were also present.

2. Approve Minutes of CCAC Meeting #5, 3/2/22, including review of 3/2/2022 Takeaways/Clarifications

By motion of Collins, seconded by Kemp, the minutes of March 2, 2022, were approved as presented.
Motion passed (7-0)

3. Discussion and Possible Action RE: Next Steps/Priorities

Discussion occurred. See whiteboard notes.

4. Discussion/Possible Action re: ARPA Funds

Motion was made by Collins, seconded by Kemp, to request $1.5M for code compliance assistance to assist with cleaning up blight from ARPA funds.

Motion passed (7-0)
*There needs to be specifics developed for the funding request

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5. Discussion RE County Code Violations

Discussion occurred. See whiteboard notes.

6. Discussion/Possible Action RE; Muir Lodge

Discussion occurred. See whiteboard notes.

7. Discussion/Possible Action RE: Board of Supervisors Amnesty Program (Draft Civil Penalty Amnesty Program)

Discussion occurred. See whiteboard notes.

Motion was made by Collins, seconded by Kemp, to make Amnesty Program the first item on agenda for the next meeting; consider other fees that could be addressed, such as building permit renewal fees.

Motion passed (7-0)

8. Discussion/Possible Action Re: Board of Supervisors Withhold Permits Ordinance

Discussion occurred. See whiteboard notes.

Motion was made by Collins, seconded by Kemp, to recommend the Board of Supervisors enact the draft ordinance which allows staff to withhold permits.

Motion passed (7-0)

9. Discussion/Possible Action Re; Future CAC Agenda Items

- Amnesty
- Junkyards
- Health and Safety
- Invite County Counsel – Abatement Discussion

10. Persons Wishing to Speak on Matters not on the agenda, but within the Jurisdiction of the Committee

No public comment was received.

11. Adjourn

There being no further business the meeting was adjourned at 4:47 pm.

Attachments

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CCAC MEETING #6, 4/6/2022
WHITEBOARD

1. Advertise vacancies – 3 weeks

2. Minutes / Review takeaways
   No discussion

3. CCAC Next Steps

- Eileen's written proposal for moving forward (will include with minutes)
- Each type of violation may have different response
- 2 meetings per month at 2.5 hours each meeting vs. ad-hoc meetings
- BOS discussion about amnesty program – consider this first
- Education also high priority
- Can 2 people meet without being on an official ad-hoc committee? Staff will review with County Counsel
- Need communication program – not trying to make people do things; trying to keep and the county safe
- Nancy's written proposal (diagram) for communication program (will include with minutes)
- People feel that county is not doing anything to address complaints
- How RFI is filled out will impact how county responds…if RFI doesn't identify potential code violations, county isn't going to respond
- Problems caused when property owner is deceased – no property owner of record to address the violation
- Blanket enforcement procedures don't work – 140 sq. ft. woodshed built without a permit isn't as egregious as building an entire house without a permit
- Start out with illegal campgrounds, which only have 6 cases – see how discussion goes
- Start with something that can be successful, so people can trust CCAC…like the most egregious violations that everyone can see (such as junkyards)
- Properties that are in foreclosure … owned by bank … but people are squatting on property and causing violations … this is a problem
- Illegal marijuana grows and junkyards are biggest issues
- We need to take care of our beautiful county
- Fire season is on us – brings on additional concerns

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- Blight is concern … impacts property values
- Health and safety issues should be top priority
- Seek other available resources, such as mental health resources (HHSA or Health and Human Services Agency)
- Comment to public – if you see violation, report it!
- Sheriff is going to make report to Board next Tuesday on marijuana
- Pursue 2 meetings per month; Amnesty Program is first item that is talked about in depth

4. ARPA Funding

- Must be for service normally provided by government
- Should request $1.5M for code compliance efforts, such as free landfill days
- Needs to be Public Information Officer for code compliance
- Do not think that COVID money should be used to help someone clean up an individual property – is rewarding them; funding should go toward something that benefits more than one person
- But people who have junkyard wouldn't think that cleaning up is a reward
- Tipping fees in county are among highest in state – why is that the case? How can this be fixed?
- Free landfill days would be good option
- If landfill wasn't an enterprise budget, would there be the same number of junkyards in county?
- State law dictates which local jurisdiction functions must be enterprise budgets
- Current system isn't working at transfer stations – that roll-off dumpsters fill up quickly – that is insane!
- CCAC could have people can fill out an application to identify their needed services
- Elderly people and people on limited income – may have other needs
- Fire Safe Council – PG&E Care Program is the method they use to determine eligibility for services
- 3 issues – a) code compliance is unnecessary evil of county, b) code compliance doesn't do enough, c) county staff are just doing their job and don't care about fixing the real problem
- 2 pick-up trucks in front yard – could put up fence so neighbors can't see them; what's on one's property isn't neighbor's problem
- What about people with junkyards…could we not give them free passes at the landfill?
- CCAC needs to dig into the problems – review the code compliance case log
- Jury nullification – Is this a law we should even be enforcing? Is the code rational? If not, we should change the code. The Board can fix these sections of code.

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Maybe problem isn't that code compliance doesn't have enough teeth…

- County has programs for low-income individuals relative to dump fees
- Supports idea to take one issue at a time

5. Code Compliance Violations – internal process

- CCAC: Why can't details be shared with the public on code compliance cases?
- CCAC: CCAC needs to come to real understanding about details of individual cases / code compliance issues – CCAC needs to be able to see files
- Staff: Theoretical case provided to answer question, "How can it take 10 years to resolve a violation?"
- Staff: Legal issue associated with releasing detailed information about active case files – will need to check with County Counsel / County Counsel opinion requested by CCAC
- CCAC: PRA doesn't protect these files
- CCAC: Process is like treading water – not swimming anywhere
- CCAC: Compliance letters are not good at communicating facts…they are misleading to property owners
- CCAC: Courtesy notice – what is its purpose? Doesn't get county anywhere…
- CCAC: The title "Notice of Intent to Find Violations" is not good
- Staff: Wording of code compliance correspondence is intended to get property owners to respond to correspondence
- CCAC: Statement that Court process and receivership is only way to get abatement is not correct
- CCAC: Abatement is process that could be taken without court process, if had process in code
- CCAC: City of Fairfield – 2020 case – abatement process was completed in 4 months
- CCAC: Napa Valley case – abatement completed in 8 months due to need for agricultural expert
- CCAC: Many cases throughout state where court action resulted in abatement, and receivership was not involved; local agency came out whole (property owner paid for costs for abatement); Muir Lodge could've been addressed through this process and not use receiver and in much less time
- CCAC: Current process would be frustrating to staff…under current code, the first thing that should happen with egregious case with non-cooperating property owner should be court action for abatement
- CCAC: Government Code §25845 – this could've solved cases like Muir Lodge through abatement
- CCAC: If County used this process, word would get around that the county means business

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- CCAC: Abatement through court process can be done quickly – and all costs can go to property owner; want to avoid receiverships
- CCAC: League of California Cities – training available for code compliance issues, including other resources such as conservatorships
- CCAC: If property has been sitting with deceased owner or deceased trustee, then state may need to act; there is always a legal remedy
- CCAC: Civil penalties program is offsetting to public; only a few need legal actions by county (short of receivership)
- Public: Need to have County Counsel at next meeting to address Colleen's comments
- Public: Procedures of staff – CCAC needs to look at process. Complaints – every RFI should identify specific code violation.
- Public: Specific complaint can be provided to public and specific code can be provided to public. Then CCAC can make determination as to whether staff is responding properly and whether code should even exist.

6. Muir Lodge

- Should there be a limit to amount of time the County will work with a property owner?
- Timeline for remediation of this case? Will be set by end of next week
- Work is underway now – lead and asbestos issues need to be addressed
- Code Compliance staff will attend Midpines PAC Meeting next week

6.5 Other

- CCAC: Code Compliance list – how can someone be on the list, and they don't even know about it?
- Staff: If violation is older, and property has been sold since the violation occurred
- Staff: Past processes – every department conducted their own compliance cases

7. Amnesty Program – will be first on next meeting agenda

- CCAC: Eligibility is too narrow
- CCAC: Effect is too narrow
- CCAC: Implementation is concerning
- CCAC: GC 53069.4(a)2A applies to administrative fine programs (not sure if is applicable to civil penalties) – appears to be, based on appellate cases
- CCAC: Administrative procedures SHALL provide for reasonable period of time for person responsible for continuing violation to correct or otherwise remedy violation prior to imposition of any penalties – as long as violation doesn't create public health and safety issue

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- CCAC: Code already provides for period of time – in north county, 6 months may not be enough (for example, no contractors available)
- CCAC: Potentially exclude illegal marijuana for eligibility for amnesty
- CCAC: There is too much power in hands of "county designee" in this program
- Public: Wasn't amnesty also to apply to other properties, not just open cases? Such as someone acquiring a bank owned property…where amnesty could provide a carrot to encourage owners to investigate if they have a violation and address issues, they are not certain of?

8. Ordinance for Withholding Permits

9. Future Agenda items

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Items Presented at Meeting

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April 6, 2020

From: Eileen Collins, CCAC Committee Member

Subject: Recommendations on moving forward

Objectives: Focus on one specific code issues at a time including the community in the broadest sense possible.

1. Spend the first half hour of each meeting on regular business, i.e. approval of minutes, etc.

2. Pick one agreed upon topic for full discussion with scribe at white board. Discuss in detail existing code and what changes we would like to take place. Encourage the community to submit their input prior to the meeting, during the meeting as well as after the meeting to encourage the most input possible.

3. Staff to compile the list of suggestions and post them on-line. Committee members and the public are requested to rate each suggestion in the order of importance and add any comments regarding each comment. The results of the suggestions can be discussed at the next meeting.

4. Meetings to last up to 2 ½ hours based upon input.

The following are the existing complaints provided by Code Compliance at the Feb 2, 2022 meeting. I've combined like subjects and listed them based upon the number of complaints with the greatest number of complaints first.

# of Compliants	
257	BWOP and Grading without a permit
94	Living in RV, Substandard Housing and Unsafe Housing
61	Attractive Nuisance, Junk and Fire debris and/or damage
46	No Certificate of Occupancy or Completion
41	Zoning – Design Review, setbacks, land use and signs
37	Marijuana, Unpermitted greenhouses for marijuana and Power theft
27	TOT without Certificate, TOT Advertising
6	Illegal Campgrounds

There are eight (8) categories. If we meet twice a month we will have discussed all the above in four (4) months by September

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CCAC Take-aways from February 2, 2022 – Each of the above topics to address each of the below suggestions in addition to general suggestions as to solutions that can be discussed

1. Special Discretionary Funding 3.3m funding
2. Education and communication
3. Resolve Code Violation at lowest level
4. Due Process
5. Administration fee process
6. Amnesty Program

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Sample Communication Plan

"Safeguarding Lives & Property" (eg)

"Keeping Mariposa Residents Safe" (eg)





weekly messaging (like health dept.) & info & upcoming events

Web page

blog - relevant updates

Programs

eg. Amnesty Program
eg. Free Dump day

education

eg. realtors
eg manual

events

eg. town hall

Always w/ intention of clarifying overlying goals:

TBD - eg.

1) keeping residents safe,
2) protecting environment of Mariposa County
3) obtaining voluntary compliance
4) clarifying & facilitating process of prioritization of CC in ma

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Sarah Williams

From: Charles Lammers <chasnlisa@sti.net>
Sent: Wednesday, April 6, 2022 9:50 AM
To: Sarah Williams
Cc: Rosemarie Smallcombe
Subject: Muir Lodge

You don't often get email from chasnlisa@sti.net. Learn why this is important

Good Morning Sarah,
It's our understanding Muir Lodge will be on the agenda for today's CCAC meeting. Unfortunately we are not able to attend to provide comment. We've heard the owner has met with the county and is showing signs that he will clean up the property but we have no details of what that means or the timeline for action. Our ask of the county and the CCAC is to come up with an immediate fix to at least secure the property and remove the propane tanks. No trespassing signs should be posted and a surveillance camera mounted as a minimum to provide some deterrence. As of today nothing has been done and we notice people frequently stop to check out Muir Lodge. As the days get warmer and things dry out something needs to be done ASAP. We got lucky that the fire happened after a storm and the ground was still moist. Our property is in close proximity to Muir Lodge and we feel a constant threat as the conditions continue to deteriorate. We hope you will push for immediate action. It's been far too long. Thank you and we look forward to seeing something done!

Charles Lammers
Lisa Edelheit
Midpines property owners

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Meeting Takeaways

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From: Colleen Rhodes
To: Sarah Williams; Karen W
Cc: [redacted]
Subject: My TAKEAWAYS from 4/6/22 meeting
Date: Monday, April 11, 2022 3:29:55 PM

---

1. Communicate & Educate

Nancy's ideas about communicating with and educating the community are central to our mandate from the Board of Supervisors. Eileen's idea about creating interactive online questionnaires could help in several important ways. Interested property owners and residents consistently and energetically tell me that we need to develop a Facebook presence as soon as possible. When the CCAC was created, a "social media coordinator" was requested. Legal input indicated that role would have to be filled by staff. This requirement seems appropriate in view of the Brown Act's limitations regarding members' social media interactions. However, the voice on the FB page needs to be that of the CCAC, not of staff, so coordination of the message will be an important concern.

2. ARPA Funds – Transfer station access & fees

It appears that ARPA funding for landfill and transfer station access could be very helpful. Research shows that Public Works' plans were to accommodate about 3 customers weekly at the Fish Camp Transfer Station, fewer than 5 at Hornitos, 40 at Coulterville, and 77 at Don Pedro, for a total of 124 customers weekly at all four transfer stations. That's about 500 per month or 6,000 annually. Given that these transfer stations need to serve many thousands of residents, the planned capacity appears inadequate. It is also worth noting that per container fees charged at the transfer stations are 167% or more of the fees charged at the landfill. (Source: 1/14/20 Public Works PowerPoint at BOS meeting, 2 pm agenda).

An ARPA-funded program will require consideration as to (1) purpose, (2) eligibility (PGE Care, CalFresh, etc), (3) time frame (within funding limitations and amounts), (4) exceptional cases, and (5) other parameters.

3. Amnesty Program Proposal – Need for Policy Goals & Consistency of Language

The Amnesty Program as proposed provides for a "duration" of six months during which "staff shall waive the civil penalties." The written terms of the Amnesty Program must be identical to the representations made orally by the county's agents.

The terms at issue, "Duration" and "Effect," are defined in Exhibit 1.
"**Duration:** The duration for this amnesty shall commence upon adoption of the resolution and continue for a period of six (6) months."
"**Effect:** During the Civil Penalty Amnesty Program, Mariposa County staff shall waive the civil penalties …"

There is nothing in the written proposal that allows civil penalties to be waived for more than 6 months or beyond the "duration" of the "Program." Once we come to agreement about the public policy that should underlie an amnesty program, a written proposal for the Board's consideration that is consistent with that policy should be completed. In all cases, it is essential that written and oral representations be consistent.

Public policy considerations need to include the real constraints under which our relatively remote, rural area functions. We have difficulty getting qualified contractors to complete contracts within reasonable periods of time if we can find them at all. Real world examples and experiences need to inform any rules we develop for recommendation to the Board.

4. Abatement Actions

Other counties use a wide variety of civil and criminal court actions to enhance their administrative code enforcement efforts. Four such successful cases were mentioned at the 4/6/22 meeting. Many more can be cited. The time periods required for achieving abatement of the violations ranged from four months to a couple of years,

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depending upon the complicating factors and the aggressiveness or cooperativeness of the property owners' responses. In none of the cases was abatement delayed by periods of five years or more, as is often the case in our county. The CCAC needs to come to a clear, fact-based understanding of the use of abatement and other court actions in this county. The CCAC should be able to define criteria for code compliance staff to follow, in consultation with County Counsel, in order to prioritize egregious cases for court action.

5. Identification of Property Owners (deceased, absent, institutional, and others)

Several cases of failure to correct violations, in which identification of the responsible party was difficult or a financial institution was identified as owner, were discussed at the meeting. Kris Casto described a case that has become worse and worse over five+ years. Muir Lodge has been a problem for more than a decade. Several "squatting" cases exist in the Coulterville and Greeley Hill areas. Code compliance clearly has not identified an effective way to respond to these cases. They deserve more of the CCAC's attention. Several county departments need to be involved, including the Development Services units, the Sheriff's Office, and County Counsel.

6. Current Process & Correspondence with Alleged Violators

This 45-page agenda item (#5on the 4/6/22 CCAC agenda) presented several opportunities to understand why the current processes are not consistently successful. In general, the correspondence, notices, and forms suffer from a lack of specificity and failure to reference Mariposa County Code language and specific timelines for correction. The current process lacks structure and written rules, both of which are needed to guide code compliance staff. Many of the notices appear to have been created with little concern for their impact on recipients; some are surprising in their confrontational tone and others are excessively lenient and non-specific. Certain terms are misspelled and likely to mislead the reader (e.g., forego should be forgo). The CCAC needs to review every form, identify and define the reasons for its use, improve and correct the tone and language used, and set up the timelines and order in which they are to be used.

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From: Karen W
To: Sarah Williams; Corrina M. Miranda
Subject: K. Woblesky Takeaway from 3/6/2022 CCAC Meeting
Date: Monday, April 11, 2022 3:02:24 PM

Good afternoon Sarah,

I appreciated being able to review the code enforcement correspondence that is currently being sent out to Mariposa County residents. I think that the internal process of how code violations are prioritized, how violations are tracked, and the types of correspondence (and who it should come from) should be reviewed and clarified. This ties into what County Counsel was discussing at his presentation when he sends out code violation letters from his office.

Thanks.
Karen.

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From: nrkemp[redacted]
To: Sarah Williams
Subject: Re: CCAC Meeting #6 Takeaways
Date: Friday, April 8, 2022 9:27:53 AM

hi there. it has come to my attention that the county is running an ad for a Public Information Officer. here is the link...

https://www.governmentjobs.com/careers/mariposacounty/jobs/3475322/administrative-analyst-i-ii-public-information-officer?pagetype=jobOpportunitiesJobs

so i'm wondering...who will this person report to? will a portion of this person's time be available for Code Compliance? if so, how much???

is this something the committee could learn more about? it seems exceedingly relevant to us...or at least it could be.

thank you!

best,
nancy kemp

In a message dated 4/7/2022 5:15:57 PM Pacific Standard Time, swilliams@mariposacounty.org writes:

> Hi all,
>
> If you have takeaways from yesterday's meeting that you would like to share, please sent them to me by the end of the day on Monday, 4/11.
>
> We will work to get your 4/20 meeting agenda and packet out by 4/13.
>
> Thanks,
>
> Sarah

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MARIPOSA COUNTY
Creative Placemaking Strategy Advisory Committee

MEETING MINUTES

DATE: **March 18, 2021**
TIME: **1:00-2:00 PM**
LOCATION: **TELECONFERENCE ONLY**

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

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

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

3. **APPROVE MINUTES FROM 11/19/2021:**
   The minutes from were approved unanimously.

4. **ADOPT NEW BYLAWS:**
   The committee voted to adopt new bylaws in accordance with the Board of Supervisors' newly adopted policy regarding official county committees.

5. **DISCUSSION OF IMPLEMENTATION OF CREATIVE PLACEMAKING STRATEGY POL. 1:**
   This item was removed until a later meeting.

6. **DISCUSSION OF CALTRANS GATEWAY ENHANCEMENT PROJECT:**
   Goralnik informed the committee members of a potential opportunity for funding from Caltrans to implement gateway features on state right of way in the Town of Mariposa, in conjunction with murals on strategic locations to contribute to local sense of place while also achieving other important community objectives. He indicated that a cooperative agreement with Caltrans would be necessary to effectively deliver the project, and that such an agreement could pose some complications/challenges. Nonetheless, he expressed optimism for the project, and asked that those committee members who support it be available to advocate for it with the Board of Supervisors or and others as needed.

   Jeanetta Phillips asked a question about the level of public involvement in the design decision-making process. Goralnik clarified that there would be an extensive process for community engagement, both with the wider community and with the CPSAC, who would play a major role throughout the preliminary and intermediary design phases.

DRAFT

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Irene Vasquez added a comment about the potential for these public art features to result in safer driving and pedestrian conditions in town.

7. **ELECTION OF NEW OFFICERS:**
   The following members were elected to be officers for 2022:
   Chair: Cara Goger
   Vice-Chair: Jeanetta Phillips
   Secretary:

8. **SELECTION OF 2022 MEETING DATES:**
   The group scheduled their 2022 meetings for the third Friday of every month at 1:00 PM.

9. **PUBLIC COMMENT:**
   Cara Goger shared that the Creative Placemaking Strategy had an impact on the butterfly wing mural at Mariposa Elementary and High School, which was funded with grant funding that emanated directly from the recommendations of the CPS. The mural also has a relationship to the pollinator course at the elementary school.

   Erica Wolfsen added that a new mural would be installed by students at the Greeley Hill elementary school in the near future. Completion is anticipated by the end of the school year. Goger indicated that she would add it to Arts Council's burgeoning database of creative placemaking features throughout the county.

   Adam Burns shared that the Beat Harvest would debut at the end of the month as a series of online performances.

10. **ADJOURN:** Goralnik adjourned the meeting at 1:47 PM.

Minutes Prepared by: Mikey Goralnik

DRAFT

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Mariposa County

MINUTES of the Planning Commission

ACTION SUMMARY MINUTES FINAL

MEETING DATE: **March 18, 2022**
TIME: **9:00 AM**
LOCATION: Board Chambers
Mariposa County Government Center
5100 Bullion Street, Second Floor, Mariposa, CA 95338

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

The pledge was led by Commissioner McCamman.

3. MINUTES APPROVAL

A. Planning Commission – Regular Meeting – February 4, 2022, 9:00 AM

By motion of Commissioner McCamman, seconded by Commissioner Walls, the minutes of February 4, 2022, were approved as presented.

Motion was carried by the following vote:

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

AYES: **Walls, Herman, Smith, McCamman**

4. PUBLIC ADDRESS

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

5. PUBLIC HEARINGS

A. PUBLIC HEARING: Resolution Approving Design Review No. 2021-229 for the Brown Bear Lodge and Yosemite Conference Center with Findings, Conditions, and Mitigation Measures Including a Finding that the Project Does Not Propose Substantial Changes to the Project that Were Not Addressed in the Previously Adopted Mitigated Negative Declaration for General

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Plan/Specific Plan/Zoning Amendment No. 2019-216 and Design Review No. 2020-008, and that No Further Environmental Review is Required. Project is Located at 4987 Brown Bear Lane APNs 013-050-009, 013-050-057, 013-050-059, 013-050-060, 013-050-008 and 013-071-003 in the Mariposa Town Planning Area. Rick Roesch, Applicant. (ID # 12750)

Planner: *Steve Engfer*

Deputy Director, Steve Engfer, presented the project along with a Power Point presentation and included mention of written comments submitted after packet was prepared.

Public Comment was received from the following:

Frank Binney, Chair of IdleWheels; Jim Evans, resident of IdleWheels; Tara Schiff, County Economic Development Specialist; and Barbara, resident of IdleWheels.

By motion of Commissioner Smith, seconded by Commissioner McCamman, the Planning Commission adopted a resolution approving Design Review No. 2021-229 with Findings, Conditions, and Mitigation Measures Finding that the Project Does Not Propose Substantial Changes to the Project that Were Not Addressed in the Previously Adopted Mitigated Negative Declaration for General Plan/Specific Plan/Zoning Amendment No. 2019-216 and Design Review No. 2020-008, and that No Further Environmental Review is Required.

Motion was carried by the following vote:

RESULT: ADOPTED [4-0]

AYES: Walls, Herman, Smith, McCamman

6. PLANNING COMMISSIONER INFORMATION

Information was received from Commissioner Walls.

7. INFORMATION ITEMS

Information was received from Director, Sarah Williams. Williams also introduced new planning staff: Jose Mijares, Donna St. Vincent, Polina Pivak, and Hannah Harrison.

8. ADJOURN

There being no further business, the meeting was adjourned at: 10:50 a.m.

Mick Herman, Chair
Mariposa County Planning Commission

Jil Chiesa, Secretary
Mariposa County Planning Commission

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

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Fish Camp Planning Advisory Council
Draft Minutes
9:30 a.m., Saturday, March 19, 2022 - VIRTUAL

Call to Order at 9:30 a.m. **Chair Harter**

1. **Roll Call** **Secretary Rolfe**
Members Present: Archer, Bassett, Cerioni, Christian, Harter, Luther, Rolfe and Royse.
Members Absent: Baxter.

2. **Welcome Guests** **Chair Harter**
Reinhart; Jennifer Franklin, Jim Franklin, Janet Farris, Karen Woblesky, Colleen Murray, Rick Astone, Carol Marel, Rocen Chatt, Lance Well - Delaware North, Clay Davis

3. **Resolution Due to Covid**
A resolution of the council proclaiming a local emergency, ratifying the proclamation of a state of emergency by the Governor of the State of California on March 4, 2020 regarding an outbreak of respiratory illness due to a novel corona virus (a disease now known as Covid-19), and authorizing remote teleconference meetings of the legislative bodies of the Fish Camp Town Planning Advisory Council for the period of March 19, 2022 to April 18, 2022, pursuant to Brown Act Provisions.

Moved Rolfe, Seconded Luther. Approved unanimously. Council supervisor Smallcombe confirmed that the next meeting can be hybrid. Both the public and council members can participate in person or electronically.

4. Approval of Draft Minutes from 1/22/22. Tabled to April 30, 2022.

5. **Persons wishing to speak on a matter not on the agenda**, but within the jurisdiction of the counsel. No action will be taken by the Council.

6. **Action Item**
   a. Site Plan Review Application No. 2022-039; White Chief Mountain Lodge Use discussion and recommendation to the Planning Director. DNC Parks and Resorts at Tenaya, Inc. Applicant.

It was requested to convert the existing White Chief Mountain Lodge to an employee housing use pursuant to Site Plan Review No. 2022-039, be approved, with the following findings:

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

An employee housing use is equivalent to a conditional multi-family use in the Resort Commercial land use classification in accordance with the provisions of Section VI(I)(5) of the Fish Camp Town Planning Area Specific Plan (FCSP), as modified to allow consideration of equivalency to a conditional use due to existing development and with no expansion proposed, and similar in nature and intensity to a conditional multi-family use in accordance with Section 17.08/120 of Title 17, Mariposa County Zoning Ordinance.

DNC would lease the site from the owner of White Chief Lodge and use the property for year round employee housing. Once approved, the new use could be "in perpetuity" and would be a contract between DNC and the owner of White Chief Lodge.

Prior to a vote on the matter, Steve Engfer from County Planning made a thorough presentation and Brett Archer provided input re: housing and employee needs. While a vote by this council was not needed to actually approve the plan, the County Planning would like the community's input.

The majority of the community in attendance presented various questions and concerns regarding environmental, traffic, noise, road conditions, state of the road, narrowness of the road, winter conditions of the road, etc., to accommodate a constant flow of traffic that the plan would entail on White Chief Mountain Road.

Moved by Rolfe and seconded by Christian to table the vote on the agenda item below until a "reasonable scope" traffic study could be performed.

Ayes: Bassett, Baxter, Christian, Harter, Rolfe, Royse;
Nays: None
Abstained: Archer; Luther
Cerioni no longer present to vote

7. Ex Officio Reports

a. Current reports - None.
b. Standing Reports to be conducted at the April 30, 2022 meeting.

8. Snow and Road Conditions **Donn Harter**
None provided at this time.

9. Future Agenda Items and Council Schedule:
4/30/22; 7/23/22; 10/22/22; and 1/21/23

10. Adjournment: 11:10 a.m.

DRAFT

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY
Merced River Trail Community Working Group

MEETING MINUTES

DATE: April 4, 2022
TIME: 4:00 PM
LOCATION: DEVELOPMENT SERVICES CONFERENCE ROOM + TELECONFERENCE

1. **CALL TO ORDER:** Goralnik called the meeting to order at: 4:03 PM

   Members Present: Michael Martin, Art Baggett, Rosemarie Smallcombe, Wendy Brown, Jessica Thompson, Tara Fouch-Moore, Tom Sweeney
   Members Absent: Nick Ross-Rhudy
   Excused Absences: Ralph Mendershausen, Tony McDaniel, Susie Clark
   Visitors:

2. **ADOPT A RESOLUTION IN ACCORDANCE WITH AB 361:**
   The group adopted a resolution in accordance with AB 361, authorizing them to meet virtually in compliance with the Brown Act.

3. **APPROVE THE MINUTES FROM THE 2/9/22 MEETING:**
   The minutes were unanimously passed.

4. **WELCOME NEW MEMBER:**
   The Community Working Group welcomed Tara Fouch-Moore and Susie Clark, the group's newest members. Goralnik reminded the members that there was still one remaining vacancy.

5. **DISCUSSION ON DRAFT VISION PLAN CHAPTERS:**
   The group had a lengthy discussion on the drafts of Chapter 2 and Chapter 3 of the Merced River Trail Vision Plan. Goralnik stated that Chapter 1, which deals with the canyon's history and the project's planning context and overview, was in production but not ready to share with the committee at this time—partially because some of the content had not yet been drafted, and partially because key sections were being reviewed by the Southern Sierra Miwuk Nation.

   Chapter 2, which focuses on the visioning process, is intended to be a complete draft for review, and Chapter 3, which goes into greater detail for the recommended project actions, is still missing a great deal of content, including much of the narrative text for the recommendations. He clarified that this chapter was included to review as an indication of the direction that the draft document was headed in, but welcomed any preliminary comments.

   Goralnik shared that CWG and other members of the community were providing content relevant to their respective expertise to support the narrative sections of several recommendations. He asked the CWG if any of the members wanted to take on any additional sections, and there were no volunteers.

   Goralnik added that he anticipated a significant Appendix section(s), which might include:

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Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

- The Merced River Trail Community Benefits Study
- All or most of the raw data from the online survey
- Preliminary data from the UC-Merced // Jeff Jenkins trail survey
- Some or all of the deliverables from the EPA technical assistances received regarding Miller Gulch
- The proposed scope from Ascent Environmental for the comprehensive compliance and trail designation project

Goralnik stated that the plan was for the CWG to review, provide comments on, and support each chapter prior to the whole document going to the Board of Supervisors to adopt. He added that work would continue on the delegated sections of Chapter 3, the review of Chapter 1, and the draft production of the Appendices while staff is on paternity leave.

The CWG provided the following comments:

- Generally, they would like to have more time to review and provide comments on the drafts of Chapter 2 and Chapter 3. The members committed to having more comments to provide at the May meeting, at which time, Art Baggett hopes to have an additional alternate route to share with the CWG.
- Michael Martin noted that some actions are immediately implementable, especially on the lower portions of the trail, while some actions will take longer
- Michael Martin and Art Baggett recommended clarifying the narrative in Action 1.1 to reflect that the option of the route passing through Old El Portal and Foresta is “off the table” based on the input received through the planning process. They also recommended specifying that, in order for this decision to change in the future, it would have to be the result of a robust planning process and a formal Board of Supervisors action.
- Michael Martin suggested including an existing memo regarding the components of the FERC relicensing agreement in the appendix.

6. **BYLAW UPDATES:**
   The group voted unanimously to adopt the mandatory bylaw update.

7. **PUBLIC COMMENT:**
   The members reiterated their belief that the deliverables from the EPA technical assistance would need to be reviewed by the CWG prior to the members supporting further action related to the Miller Gulch site. Goralnik shared that a representative of the ownership group had reached out to notify him that the ownership group was having capacity issues and struggling to come together to formally authorize staff to share the documents (Phase I and Phase II environmental assessments, and Analysis of Brownfield Cleanup Alternatives), and volunteered to meet with the CWG to discuss the findings from the reports while working toward securing formal authorization.

   Goralnik mentioned that he would be making a short presentation to the Board of Supervisors at the 4/5 meeting to provide an update on the Merced River Trail project prior to going on paternity leave.

8. **ADJOURN:** The meeting adjourned the meeting at 5:34 PM.

Minutes Prepared by: Mikey Goralnik

DRAFT

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Mariposa County

MINUTES of the Planning Commission

ACTION MINUTES DRAFT

MEETING DATE: **April 15, 2022**
TIME: **9:00 AM**
LOCATION: Board Chambers
Mariposa County Government Center
5100 Bullion Street, Second Floor, Mariposa, CA 95338

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1. CALL TO ORDER

Chair Herman called the meeting to order at 9:00 a.m.

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

2. PLEDGE OF ALLEGIANCE

The Pledge was led by Commissioner Wilmeth.

3. MINUTES APPROVAL

A. Planning Commission – Regular Meeting – March 18, 2022, 9:00 AM

Motion made by Commissioner McCamman, seconded by Commissioner Smith, to accept the minutes as presented.

RESULT: **Motion passed (4-0)**

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

4. PUBLIC ADDRESS

There was no public comment given.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

5. PUBLIC HEARINGS

A. PUBLIC HEARING: Resolution Approving Time Extension Application No. 2022-006 for Major Subdivision Application No. 2007-137, with Findings Including a Finding that No Further Environmental Review is Required; Charles S. Worley, Applicant. APN 017-481-007. Location: Unassigned Hirsch Road, Mariposa. (ID # 12829)

Planner: *Katy Casner*

Chair Herman announced that due to a technical error, items were missing from the public packet therefore it is staff recommendation that this public hearing is to be continued.

There was no public comment given.

Casner clarified that it was the recommendation of staff to continue to the meeting to May 6, 2022, at 9:00 a.m. or as soon thereafter as possible.

Chair Herman announced that this item will be continued to May 6, 2022, at 9:00 a.m. or as soon thereafter as possible.

6. PLANNING COMMISSIONER INFORMATION

Commissioner McCamman announced that he would be unable to attend the meeting of May 6, 2022.

7. INFORMATION ITEMS

A. 2020-2021 Residential Transient Occupancy Facility Annual Self-Report Summary (ID # 12833) ***Presentation given by Katy Casner***

Information was received from Planning Director, Sarah Williams.

8. ADJOURN

There being no further business, the meeting was adjourned at: 9:19 a.m.

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

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

EL PORTAL PLANNING ADVISORY COMMITTEE

MEETING MINUTES

DATE: **TUESDAY March 8, 2022**
TIME: **7:00 – 8:00 P.M.**
LOCATION: **teleconference**

1. **Roll call:**
   Committee Members: Mark Abney, Alan Kunz, Kevin Shelton, Pinky Collamer, Paul Amstutz, Greg Magrude Ryan Kelly, Cat Fong
   Supervisor Rosemarie Smallcombe
   Six residents

2. **A resolution** of the El Portal Planning Advisory Committee proclaiming a local emergency, ratifying the proclamation of a state of emergency by the Governor of the State of California on March 4, 2020 regarding an outbreak of respiratory illness due to a novel coronavirus (a disease now known as Covid-19), and authorizing remote teleconference meetings of the legislative bodies of the El Portal Planning Advisory Committee for the period March 8, 2022 to April 6, 2022 pursuant to Brown Act provisions.

   PASSED AND ADOPTED by the El Portal Planning Advisory Committee this 8th day of March 2022, by the following vote:
   AYES: 8

3. **Persons wishing to speak on a matter not on the agenda**, but within the jurisdiction of the committee. These items will be discussed after the conclusion of other items listed on the agenda. No action will be taken by the Committee. The public will also be given the opportunity to comment before or during the Committee's consideration of the items that are on the agenda.

4. **Review, correct, and approve minutes:** February 8, 2022
   - No corrections

   A motion was duly made and seconded to approve the minutes of February 8, 2022
   AYES: 8

5. **Information Item-** Board Clerk -Uniform Advisory Committee Guidelines

6. **County Items**
   - Trailer Court Residents
     - Trailer Court Residents restated their request for a 30-day extension to leave their property in place after March 13 to allow enough time to move out
     - Trailer Court Residents restated their request to receive compensation for their property
     - No policy or legal mechanism has been identified to provide compensation
     - Trailer Court Residents expressed their frustration with the process and requested additional assistance from the park, county, and planning committee
     - **Action Item: Alan** will follow up with NPS regarding the three Trailer Court Residents who stated they are still waiting on a reply from the park service
   - Responsible Recreation Working Group
     - No discussion
   - Wildlife Safe Food Storage Requirements
     - Follow up on Incline Road trash conditions
     - Camp hosts have been hired, no report yet if trash service has improved
     - **Action Item: Supervisor Smallcombe** to check-in with Incline Road residents

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EL PORTAL PLANNING ADVISORY COMMITTEE

- USFS Day Use Fee
  - McClendon Beach Day Use Picnic Area = $10 per vehicle
  - Cranberry Flat Day Use Picnic Area = $3 per vehicle
  - Several years ago USFS proposed these changes but residents were opposed and no fees were put in place.
  - **Action Item: Residents & Committee members** please provide written feedback to USFS an Ryan Kelly
- Foresta Bridges
  - Sup. Smallcombe met with Public Works Director Shannon Hansen
  - No county engineers available on staff to work on this project.
  - Do not expect progress for 4-5 months.

7. Community Topics

- El Portal Ambulance – Resident Letter
  - **Action Items:**
    - **Supervisor Smallcombe** will locate and share emergency services agreement between NPS & Mariposa County
    - **Alan** to share the resident letter with NPS
    - **Residents & Committee members** please email Ryan your experiences with emergency services in El Portal
- Abandoned cars at YARTS stop in Old EP
  - Two cars have been parked for over a year in the lot
  - Third car appeared recently
  - **Action Item: Alan** will follow up with rangers and request they revisit the cars
- Mariposa County Wildlife Challenge – March 12 & 13
  - Sign up online:
    - https://www.inaturalist.org/projects/mariposa-county-wildlife-challenge-2022

Additional Topics Not on the Agenda

- Rising cost of rent in El Portal
  - Supervisor Smallcombe has been contacted by El Portal residents about the rising cost of rent in NPS housing
  - County is examining the details to determine what options exist
- Old El Portal Special Use Permits
  - Trailer court resident requested information about special use permits in Old El Portal

8. Next Meeting

- Next meeting – April 12, 2022
  - Committee members would like to meet in person at the EP Community Hall
  - **Action Item**:
    - **Supervisor Smallcombe** will confirm with Public Health is that in person meeting is possible with masking.
    - **Ryan** will draft April agenda as in-person and request that county planning staff fi the needed public notifications for the meeting to take place at the EP Community Hall
- Agenda Items- to be determined

9. Adjournment

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Mariposa County
Department of Public Works

Roads – Parks & Recreation – Facilities - Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

Team, Service, Stewardship

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

AIRPORT ADVISORY COMMITTEE
MINUTES
April 13, 2022

Members Present: Rob Binder, Gary Friesen, Ruth Sellers, Rick Leinheuser, Pat Skogen, Aitor Loymendy, Caleb Chaney

BOS Liaisons Present: None

County Staff Present: Matt Hespenheide, Jean Dordan

Guest: Stan Wheeler, Andy Ferris, Tony Borreson

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1. Call to order and Introductions: 3:08 pm

2. Public Comment: None

3. Approval of Minutes: July 21, 2021, August 11, 2021, and September 8, 2021 (M) Ruth Sellers (S) Rob Binder.

4. Discussion & Action Items:

a. Elect Chair of the Committee – All nominated for Chair declined

b. Elect Vice Chair- Rob Binder (M) Ruth Sellers (S) Gary Friesen

c. Update on the new Agreement with Airport Operators contract – Tony Borreson has spoken with Director Shannon Hansen about the Agreement and has asked for additional information.

d. Discuss the possibly of sponsoring attendance at the Annual Conference of the Association of California Airports. It was asked if the county would be willing to sponsor a committee member to attend the conference.

e. Additional Hangars – Ruth Sellers would like the airport to receive some of the Aramark settle money to fund the building of new hangers. Rob Binder talks of the Layout Plan last updated in 2008 which shows area earmarked for new hangars.

d. Private request to build four new hangars – Public Work – Matt Hespenheide reports that the private person who want to build four new hangars is asking for a 50–60-year lease agreement.

5. Reports & Updates:

a. Safety Concerns. – AWOS and signs. Tony Borreson reports that the AWOS system will need to be replaced within two years, repairs to the aging system are working for now. The cost of a new system will be roughly $300,000. The unit is currently calibrated twice a year per our contract with All Weather, Inc. Signs at the airport are deteriorating and need to be replaced to FAA requirements. Recent near miss, a pilot flying from Washington state to Bakersfield ran out of fuel and had to make an emergency landing in Mariposa. No damage or injuries reported.

b. Public Works Update: Recycle Oil Removal. Matt Hespenheide is getting pricing for hazmat removal. The county wants to give up ownership of the tanks and block off the area. Tony Borreson reports that hazardous waste removal is expensive but doesn't understand the issue of disposal since other airports do it as well. Member Aitor Lomendy will check for disposal resources. Aviation will be going to unleaded although not all planes will be able to use it.

6. Next Meeting:

Future Agenda Items: Hangars, oil, signs, and cemetery

7. Meeting Adjournment: 4:09 pm

DRAFT

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Minutes – Board of Law Library Trustees Meeting
January 20, 2022

Meeting commenced at 3:06 p.m. in the Law Library of the Mariposa County Courthouse.

Present were Judge Michael Fagalde; Steve Dahlem, County Counsel; Casey Archer, President of the Mariposa County Bar Association; and Rhonda Scherf, Legal Executive Assistant to County Counsel.

New Business

Steve Dahlem opened the meeting with the first item on the agenda being selection of a Board President. A motion to select Steve Dahlem as Board President was offered by Casey Archer with a second by Judge Fagalde and a unanimous vote.

A motion to select Rhonda Scherf as Board Secretary was offered by Steve Dahlem with a second by Casey Archer and a unanimous vote.

Mr. Dahlem asked if anyone had any questions or concerns regarding the draft meeting minutes of July 22, 2021, to which there were none noted. A motion to approve the minutes was made by Judge Fagalde with a second by Casey Archer and a unanimous vote.

An overview of the current Law Library budget was reviewed and discussed. It was noted that filing fees are down.

Discussion was held regarding holding the next Law Library Trustees meeting on April 21, 2022 at 3:00 p.m.

There being no further business, the meeting adjourned at 3:10 p.m.

Respectfully submitted,

Rhonda Scherf,
Law Library Trustees Secretary

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Mariposa County Safety Committee Meeting
Minutes – February 3, 2022

Attendance: Jenifer Canter – Assessor/Recorder
Michael Cornwell – Health & Human Services Agency
Sterling Cramer – Sheriff's Office
Steve Dahlem – County Counsel/Risk Manager
Erick Hanneman – Health & Human Services Agency
Brad Jouett – Public Works Department (via telephone)
Pete Judy – Probation Department
Marshall Long – Board of Supervisors
Richie Mills – Public Works Department
Matthew Rouse – Auditor (via telephone)
Rosemarie Smallcombe – Board of Supervisors
Debra Wass – UC Cooperative Extension (via telephone)

Absent: Patience Good – County Fire Department
Josh Keheley – District Attorney's Office
Joe Lynch – Administration/Human Resources

Meeting was opened by Erick Hanneman at 3:00 p.m. with introduction of Committee members.

The meeting minutes of November 4, 2021 were approved by a motion made by Sterling Cramer and a second by Jenifer Canter with a unanimous vote.

Discussion was held regarding the possibility of changing some of the active shooter training locations each year so that more facilities are trained in. Following discussion, direction was given to change location from the District Attorney's Office to the Community Health Center. Further discussion was held regarding the additional locations that would be added to the Agreement with Knowledge Saves Lives, Inc.

Discussion was held regarding the need to develop a workplace violence policy. Rhonda Scherf provided the Committee with sample policies from other counties. The pros and cons of the various sample policies were discussed. Michael Cornwell and Erick Hanneman volunteered to act as the subcommittee on this matter and will work together to draft a policy for Committee review.

Rhonda Scherf provided a brief overview of the safety training schedule for 2022.

Erick Hanneman asked if anyone had a safety issue to discuss and mentioned that there had been vehicle break ins. Richie Mills informed the Committee that Public Works had installed a couple of game cameras in the Public Works Yard as a result of ongoing vandalism and the cameras had successfully caught a few people in the act of vandalism. Pete Judy noted that cameras are a good deterrent and further noted the inequity within the County since only the departments that have special funding can purchase cameras and enter into contracts with monitoring services. Further discussion was had regarding the importance of all facilities having a security system and the necessity of this issue going on the budget whiteboard.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Erick Hanneman announced that the next meeting is scheduled for Thursday, May 19, 2022, at 3:00 p.m.

Meeting adjourned at 4:02 p.m.

Respectfully submitted,

Rhonda Scherf
Legal Executive Assistant to County Counsel

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY WATER AGENCY ADVISORY BOARD

MINUTES

February 28, 2022

Members Present: **Michael Martin, John McCamman, Sonny Palmer, Robert Keller, Art Baggett**

Members Absent: **None**

MPUD Ex Officio: **Susan Wages**

BOS Liaison Present: **Marshall Long**

County Staff Present: **Steve Dahlem, Jean Dordan, Larry Harris. Tom Sweeney**

Guests: **Mark Rowney, and a guest of Robert Keller**

1. **Call to order: 3**:01 pm.
2. **Public Comment:** None
3. **Approve minutes:** September 9, 2021 (M) Art Baggett (S) Mike Martin
4. **Action Items:**

a. Elect Chair: John McCamman (M) Robert Keller (S) Art Baggett

b. Elect Vice Chair: Art Baggett (M) Robert Keller (S) Mike Martin
Mark Rowney was invited by John McCamman as a guest. Mark has filled out an application to join the committee. Mark comes with much knowledge as retired MPUD.

c. Review and approve the RFP for Engineering Services for Preparation of a Feasibility Study for New Water Resources Projects.

DRAFT

Public Works has created an RFP, the committee believes the RFP is too open ended with the language of “Beneficial Use” and would be charged a large amount of money by consultants. There is a $250,000 budget that is public knowledge which the various firms will probably quote. There were many ideas on possible projects with the settlement monies. Supervisor Long suggests Ag applications or tourists’ attraction type activities rather than draining from creeks that go into lake McClure. John McCamman also suggests recreation applications. Wildland fire protection or a fish hatchery. Larry points out estimate for 250K. Larry Harris talked about the RFP that it can left as is or focus on key areas. Larry Harris suggests the RFQ should have vision and goals such as one to three projects to focus on then proceed with the RFQ process then move to RFP process. Project cannot be used as potable or Class I water. Art Baggett reports that beneficial use also need a place of use with permittable projects.
Mark Rowney speaks of what is the engineering feasibility of the project and what we can afford to permit. Mark Rowney disagrees with a feasibility study. Mark Rowney suggests picking a place where we can pull water from then do a feasibility study. The committee needs to be specific with what it has in mind for a project. Supervisor Long sees a need for water in Greeley Hill and Coulterville for domestic use, or Ag us such as nut trees. Larry Harris suggests producing an RFQ with a permit process to follow, making changes to RFQ rather than do a feasibility study starting at beneficial use for the RFQ (M) Robert Keller (S) Sonny Palmer. Public Works will need 60 days to produce RFQ. Mark Rowney asks what is engineering feasibility of the project and what we can afford to permit. Mark Rowney suggests picking a place where to pull water from then do a study. Be specific with what is in mind for a project. Larry asked about timeline Project must be in motion by 2047. Mike Martin talks of the beneficial use 8K acre ft of water and ferc license flows for quality aqua culture . The hatchery for steelhead trout will produce phosphorous and nitrogen that can be used as fertilizer. Mike Martin suggests a subcommittee with Mark Rowney, Mike Martin and Art Baggett.

d. Recommend to the Board of Supervisors that an audit of the MID Settlement and annual payments be conducted.
The committee suggest that an audit be done on the funds being held from the settlement and asks county counsel if an audit has been done. County counsel does not believe, and audit has been done but agrees that one should be by the Auditor’s office and report back to the committee with the finding of the audit.

5. Discussion Items:

a. Discuss the impact of Senate Bill 552 Chapter 245 (Hertzberg) Drought advisory committee required or state drought program. Does the water agency want to get involved in or let the BOS decide.

5. Set next meeting Date and Time: May 19, 2022 at 3:00 pm

6. Adjourn: Meeting Adjourned at 2:01 PM (M) John McCamman (S) Mike Martin

DRAFT

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Mariposa County
Department of Public Works

Roads – Parks & Recreation – Facilities - Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

Team, Service, Stewardship

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

YOSEMITE WEST DISTRICT ADVISORY COMMITTEE

Minutes of March 10, 2022

Members Present: **Tom Lambert, Malcolm Neal, Art Comier, Jeff Webb**

BOS Ex-Officio Present: **Rosemarie Smallcombe**

County Staff Present: **Larry Harris**

Guests/Public: **Jeff Hornecek, Shannon Hansen, Katie Weber, Ted Williams, Debra Kroon, John Mock (phone)**

1. **Call to Order and Introductions: 2:12 pm**

2. **Public Comment**: Mock comments construction workers have no place to park or receive deliveries, John suggests they us cones. Ted asks if there is any news of new water sources in Henness Ridge Area and asks if the county still seeking a new water source. Supervisor Smallcombe will follow up with Joe Meyer of NPS regarding the WRSB.

3. **Approval of Minutes:**

September 9, 2021 With member John Mocks corrections. (M) Art Cormier (S) Malcolm Neal with corrections

4. **Updates and Reports:**

a. Neal Misener resignation (Lambert) Member Neal Misener has resigned from the committee.

b. Lowry status – some residents have noticed green/copper residue, that is usually a PH issue, which in turn is usually a Lowry issue. Bothe pumps went out, and repairs were made. Larry Harris announces he is now the Deputy Director of Public Works. The water outage was due to a storm which was reported to the state and a boil water notice went into effect.

DRAFT

Member John Mock asked when the last time a diver went into the tanks to do an inspection, which has not been done in a long time.

c. Update on repair of hydrant #16. No new updates, still looking for a contractor. Katy Weber asked will hydrants be inspected and flushed. Larry states that it hasn't been done in any of the districts in a long time.

d. Operations update –

e. Financial update (Harris) Larry Harris goes overs reports on flow rates. Financial reports will be sent in advance of meetings in the future. Land purchase is moving forward Supervisor Smallcombe is not sure of the size of the lot.

f. Update on the rate study and Prop 218 process (Harris) Larry Harris hasn't worked on rate in recent weeks but will work on a different strategy that the last rate study for the rate increase. What needs to be funded, repairs, and staffing. The numbers of revenue will look awkward because of the last increase and the refunds that followed. Those numbers can't be used as a baseline. Guest Ted Williams suggests going further back to come up with clear numbers.

g. Update on possible grant fund for wastewater treatment system (Harris). Melinda Barrett of RCD has informed Public Works that is $500,000 earmarked for a Yosemite Grant for Waste and Water System corrections. During the Ferguson Fire the fire burned SDI system (back up to spray field) melting the pvc piping, however; the leach field was not damaged by the fire. The county did not get a DSR with CalOES to pay for repairs due to the expiration period. Public Works is trying to get additional staff for utilities.

h. Status of tree-felling and removal project on the well-access road (Harris). Larry will look into trees that need to be removed by the tanks. Expired DSR in 2021hopefully the state will extend it. There is a bid out for the work.

i. Updates on any long-standing issues

1. Leach-field land purchase (PW Staff) and use of Fund 755. The County Administrative Officer and County Counsel discussed the use of USDA funds that is subject to approval by the USDA. Supervisor Smallcombe advised that the county is still negotiating on the price of the property and has advised the committee that a survey and lot line adjustment will need to be done. The amount of acreage has changed several t times.

2. YW bond refinancing initiative (Smallcombe) Shane Spicer withdrawals from the reassessment engineer analysis. Financial adviser Joey McLiney & Associates is now assisting in locating state funds and grant fund opportunities. The $22,000 for Spicer's services will have to be paid by the district or the county. It may not be feasible to refinance. Rosemarie will follow up with the Treasurer's office.

3. Water rationing ordinances. We do not currently have the staff to work on this. Wawona & Fish Camp are now in a different district (Supervisor Smallcombes District) Some of the residents are connected to NPS water with some privately owned systems. There are

DRAFT

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

limits of water usage. Chair Tom Lambert advises that EDU's can easily be manipulated by homeowners.

4. Tree removal near water tanks – discussed earlier

5. Discussion and Action Items:

a. Election of Officers – Currently-Chair is Tom Lambert; Vice Chair is currently Debra Vice. Motion for Tom Lambert to continue as Chair (M) Art (Cormier (S) Malcolm Neal; Debra Kroon to continue as Vice Chair (M) Art Cormier (S) Jeff Webb. Tom is the currently secretary. John Mock offers to be the secretary (M) Debra Kroon (S) Art Cormier.

b. Discuss use of District funds for better conference phone and call-in line. Larry Harris will talk with Director Shannon Hansen about a better audio system. Tom has a unit price of $148.00.

6. Next Meeting: June 9, 2022

7. Meeting Adjournment: 3:44 pm

DRAFT

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Mariposa County
Department of Public Works

Roads – Parks & Recreation – Facilities - Airport
Engineering – Surveying – Transportation – Utility Operations
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Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

YOSEMITE WEST DISTRICT ADVISORY COMMITTEE

SPECIAL MEETING

TELEPHONE CONFERENCE CALL

Minutes of April 21, 2022

Members Present: **Tom Lambert, chair, Jeff Webb, Art Cormier, John Mock, Malcolm Neal, Debra Kroon**

BOS Ex-Officio Present: **Rosemarie Smallcombe**

County Staff Present: **Larry Harris**

Guests/Public: **None**

DRAFT

1. Call to Order and Introductions:

9.06 am

2. Public Comment: None

3. Approval of Minutes: None

The Yosemite West Maintenance District Advisory Committee meeting was called to order at 9:09 am by Chair Tom Lambert. Lambert reviewed the history and background to the meeting, highlighting that despite years of discussion, the Committee had not ever received a final cost and therefore had never taken a vote. Lambert also noted that the proposed cost was far less than previously proposed costs.

Larry Harris provided background on the history of this project and noted that because of multiple extensions of the deadline from Cal OES for using the money and the final deadline coming up soon, the Director of Public Works Shannon Hansen needed to act quickly, which explains the reason this could not wait until the June meeting of the Committee.

Supervisor Smallcome added that Directory Hansen was concerned that if we did not sign a contract soon, the contractor would take other work and we would again miss a critical deadline and risk losing funds with no hope of another extension from Cal OES.

Member Debra Kroon motioned that we vote to approve the release of the funds. Member Jeff Webb seconded. During discussion, Member John Mock noted that there was a discrepancy between the fund number given in the agenda discussion item and questioned the proper way to phrase a motion given that discrepancy. During discussion the Committee decided to stipulate that the money come from whichever fund the Board of Directors and County financial officers deemed appropriate. Member Kroon accepted this as a "friendly amendment" to her motion and Member Webb reiterated his second.

The final motion states: **"We as the committee agree with and recommend the use of $62,500 in Yosemite West District Funds from the fund deemed appropriate by the Board of Directors and county financial officers for the removal of trees along the well and wastewater treatment plant roads."**

Motion passed by unanimous vote of all members of the Committee.

7. <u>Meeting Adjournment:</u> 9.34 am

DRAFT

MARIPOSA COUNTY

District Attorney · (209) 966-3626

RESOLUTION - ACTION REQUESTED 2022-266

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve Agreement for Thomson Reuters Print Subscription Services

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RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement with Thomson Reuters for Print Subscription Services ("West Complete Print"); and Authorize the Board of Supervisors Chair to Sign the Agreement.

The District Attorney's adopted budget for the 2021-2022 fiscal year has funding to support this agreement and funds to cover the agreement have been requested for fiscal year 2022-2023. The District Attorney's Office currently pays $74.95 a month for print subscription services. The newly negotiated monthly cost will be $92.31 for the first year with a 5% increase for each following year of the agreement. This increase will be adequately covered by the savings achieved when an online legal research agreement was recently renegotiated and agreed upon.

It is vital that the legal team of the District Attorney's Office have up to date version of the materials they need to effectively prosecute crime in Mariposa County. This agreement will allow the District Attorney's Office to stay up to date with print materials.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The District Attorney's Office has been utilizing Thomson Reuters print services since 2012 using primarily informal agreements. The previous agreement has been renegotiated and formalized into a three-year agreement to better suit current office needs.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Mariposa County District Attorney's Office will not receive updated legal publications that allow attorneys to stay up to date on case law and meet their prosecutorial duty.

FINANCIAL IMPACT:
Funds for services were adopted in FY21-22 budget and have been requested in the FY22-23 budget. The new negotiated monthly price is slightly higher, but is offset by a cost savings achieved by a previously adopted online research agreement with Thomson Reuters.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

ATTACHMENTS:
Thomson Print Agreement for DA (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

WEST ORDER FORM – For West Complete Print and ProView eBook Products Only
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

THOMSON REUTERS

REQUIRED

Check West account status below as applicable: Rep Name & Number Dave King 6026313

New ____ (NACI Form attached) **Existing with Increase Credit Limit** _____ (NACI Form attached)

Existing with no changes ____ **Existing with changes** ____ (Permanent name change must attach a Customer Name Change Form)

Acct # 1000631873 Quote # _____ PO # _____ Date 3-24-22

Name/Subscriber Mariposa County Bill To Acct # _____

Order Confirmation Contact Name Catherine Chase

E-Mail cchase@mariposacounty.org, MCDA@mariposacounty.org

Westlaw Password Contact Name (for password delivery) _____

E-Mail _____

IF NEEDED

Permanent Address Change _____ **One-Time Ship To** _____ **Additional Ship To** _____ **Additional Bill To** _____

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at http://tr.com/TermsandConditions. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

West Complete Print

Program ID: **WCMP**

Full Svc #	Print Products	List Charges	Other	Monthly Charges	Minimum Term (Months)
40666420	West Complete			$92.31	36

See Attachment (988.dot) for print product detail, which is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have 60 days to choose a replacement title of equal or lesser value.

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

_____**Initials for Automatic Renewal Term.** I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

For any ProView Enterprise products listed above: Upon termination, your right to access and use eBooks, including content and retention of content, will terminate, and West retains the right to delete any user notes that may be attached to terminated eBooks.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

West Complete Print Renewals

Sub Matl #	Print Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months
40666551	West Complete			

Notes:

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.
During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any of your West Complete Print products during any Renewal Term, the Monthly Charges will not be adjusted.

_____**Initials for Automatic Renewal Term.** I understand that West will continue to provide subscription services for the products listed above after the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

ProView eBook Users

Last Name	First Name, M.I.	ProView eBook Product(s)	*Optional E-Mail Address
N/A	N/A	N/A	N/A

*An e-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

ProView Enterprise IP Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like) corporate users, personnel or full-time-equivalent students is indicated in the Order Form as the Unit of Pricing Type. Our pricing for ProView Enterprise IP banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

1. Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

2. Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys fees.

3. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

4. Returns and Refunds. You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

5. Cancellation Notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

6. Transportation Charges. Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rates.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

7. Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/ThomsonReuters-General-Terms-Conditions PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

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- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

8. Assignment. This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title Mariposa County Board of Supervisors, Chair

Date _____

Signature X _____

For Credit Card Transactions only: **Visa** _____ **Master Card** _____ **Am Ex** _____

Card # _____ **Expir. Date** _____ **Total Amt. to Charge for this Order** _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

Approved as to Form:

Steven W. Dahlem, County Counsel

Thomson Reuters:

Chuck Holmsten, Senior SCM Consultant

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

THOMSON REUTERS™

Addendum to Order Form
For West Complete and Assured Print Pricing Orders

Subscriber: Mariposa County

Account #: 1000631873

For the product(s) listed below, the language on the Order Form pertaining to the end of the Minimum Term and/or Renewal Term will not be applicable to you and is replaced with the following:

> Your subscription will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. Either of us may cancel the subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Applicable Product(s): West Complete

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

West Publishing Corporation

Accepted By Chuck Holmsten

Title Senior SCM Consultant

Date

Mariposa County

Signed

Name (print)

Title Board of Supervisors, Chair

Date

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Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by

Monthly Pricing Attachment to Order Form

THOMSON REUTERS

Monthly Pricing for New/Service Products

		Year 1	Year 2		Year 3		Year 4		Year 5	
Material #	Product/Service Name	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge
	WCMP Renewal	$ 92.31	5.00%	$96.93	5.00%	$101.77				
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	

Monthly Pricing for Renewal/Service Products

		Year 1	Year 2		Year 3		Year 4		Year 5	
Material #	Product/Service Name	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	
			NaN		NaN		NaN		NaN	

West Order Form Attachment

West Complete Additional Components

610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

THOMSON REUTERS

This Attachment is incorporated by reference into and made a part of the underlying Order Form.

Account #	1000631873	**Account Name**	MARIPOSA COUNTY
Sub/Full Svc #	**Print Products**	**Quantity**	**New or Existing**
	These are titles and quantity to be lapsed:		
16282716	CA DESKTOP EVIDENCE CODE SUB	2	EXISTING
16282724	CA DESKTOP PENAL CODE SUB	3	EXISTING
16282724	CA DESKTOP PENAL CODE SUB	2	EXISTING

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

West Order Form Attachment
West Complete Additional Components

610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

THOMSON REUTERS

This Attachment is incorporated by reference into and made a part of the underlying Order Form.

Account #	1000631873	**Account Name**	MARIPOSA COUNTY
Sub/Full Svc #	**Print Products**	**Quantity**	**New or Existing**
16282716	CA DESKTOP EVIDENCE CODE SUB	1	EXISTING
16282716	CA DESKTOP EVIDENCE CODE SUB	1	EXISTING
16282724	CA DESKTOP PENAL CODE SUB	4	EXISTING
40452497	CA JURY INSTR CALCRIM SUB	1	EXISTING
40452497	CA JURY INSTR CALCRIM SUB	1	EXISTING
40345744	California Penal and Evidence Codes	1	NEW
22050755	California Vehicle Code, 2022 ed.	1	NEW
16396836	California Civil Practice Statutes and Rules Ann	1	New
22041696	California Juvenile Laws and Rules,	1	New

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-267

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Memorandum of Understanding - Native Solutions

RECOMMENDATION AND JUSTIFICATION:
Approve a Memorandum of Understanding (MOU) Between the County of Mariposa and Native Solutions for Driving Under the Influence (DUI) Educational Services; and Authorize the Board of Supervisors to Sign Chair the MOU.

Native Solutions will provide Drinking Driver Program Services to County clients, pursuant to the provisions outlined in California Code of Regulations, Title 9, Division 4 Chapter 3, April 2012. Native Solutions will obtain and maintain licensure through the Department of Healthcare Services (DHCS) for operation of DUI programs, including compliance with all training, certification and regulatory guidance per program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved the most recent Memorandum of Understanding with Native Solutions for DUI services on January 26, 2021 through Resolution No. 2021-43.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County of Mariposa's ability to perform state required DUI courses would be greatly hindered.

FINANCIAL IMPACT:
Native Solutions will be reimbursed by client fees for the costs associated with this program. Native Solutions will pay HHSA a 2% administrative fee for oversight. There is no impact to the General Fund.

ATTACHMENTS:
Native Solutions MOU 2023v4 - April 27 2022 (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MEMORANDUM OF UNDERSTANDING
BETWEEN

Mariposa County AND

Native Solutions

THIS AGREEMENT is made and entered into __ day of _____, 20__ by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California ("COUNTY"), and NATIVE SOLUTIONS, a California Corporation ("CONTRACTOR").

AGREEMENT

TERM: To begin July 1, 2022 and continuing until modified or cancelled.

SCOPE OF SERVICES: Contractor shall provide Drinking Driver Program Services to COUNTY clients, pursuant to the provisions outlined in California Code of Regulations, Title 9, Division 4 Chapter 3, April 2012. Programs include Wet Reckless, First Offender and Multiple Offender Drinking Driver Programs (DDP). Contractor shall obtain and maintain licensure through DHCS for operation of DUI programs, including compliance with all training, certification and regulatory guidance per each subprogram. Contractor shall ensure that client records are complete and accurate. Contractor shall ensure that reporting is completed timely to DHCS. Contractor shall make client files including fees and payments available to the county for audit upon request. If the contractor is found to have items out of compliance with regulation, the contractor shall submit a plan of correction to bring the program into compliance. If the program is found to be out of compliance repeatedly this MOU shall be terminated with 30-days notice to the Contractor. Contractor agrees to notify the county with no less than 60-days notice of any plans to terminate or relocate services. Contractor agrees to notify the county of any change to the fees charged for DUI programs. The contractor shall meet with the county one time per month to ensure programmatic compliance.

COMPENSATION AND COSTS: CONTRACTOR shall furnish and pay for all expenses of any kind or nature in Drinking Driver Programs. All services provided by the CONTRACTOR will be rendered at no cost to COUNTY. Further, CONTRACTOR agrees to pay a monitoring fee to the County of 2% of gross client revenue (excluding State Fees).

COST SETTLEMENT: All DHCS required cost settlement documents, including but not limited to the Contractor's Cost Report, the Narcotic Treatment Program Report of Expenditures and Revenues, the performance report, and any other forms required for the completion of the County and/or the Providers, Cost Reporting Responsibilities to DHCS:

- Are to be submitted to the County annually by September 30th, shall include all services delivered through June 30th of that fiscal year.
- Settlement to cost will be made through submission and acceptance of the Cost Report in accordance with Federal Medicaid requirements and the approved Medicaid state plan and waivers.

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The Cost Report shall be in the format and completed within the guidelines provided by September 30, 2023. Failure to comply with the deadline shall result in the suspension of payment of any reserves held under the terms of this Agreement, as well as payment of the current year Agreement funds.

Failure to complete cost report may result in termination of contract at the discretion of Mariposa County Health and Human Services Agency.

INSURANCE: Contractor shall maintain general liability insurance with total limits of not less than One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) policy aggregate combined single limits, with additional-insured certificate, and workers' compensation insurance as required by the California Labor Code.

NOTICES: All notices required by this agreement shall be in writing and shall be effective upon personal service or deposited in the mail, postage prepaid and addressed as follows:

COUNTY

Mariposa Health and Human Services Agency
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

CONTRACTOR

Native Solutions Center
5320 Highway 49 N Suite 5
P.O. Box 543
Mariposa, CA 95338

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year written above

COUNTY OF MARIPOSA	CONTRACTOR
_____ Rosemarie Smallcombe, Chair Board of Supervisors	_____ Lisa Parker, Executive Director Native Solutions Center
ATTEST:	APPROVED AS TO FORM:
_____ Keith Williams Interim Clerk of the Board	_____ Steven W. Dahlem County Counsel

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MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-268

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve an Agreement with Community Initiatives for Collective Impact

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RECOMMENDATION AND JUSTIFICATION:
Approve a Four-Year Agreement with Community Initiatives for Collective Impact (formerly named Alliance for Community Research and Development, LLC) for Consulting and Evaluation Services for the Mariposa County Tobacco Education Program in an Amount Not to Exceed $76,440; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The term of this agreement shall commence on January 1, 2022 and terminate on December 31, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved agreement with Alliance for Community Research and Development, LLC on August 12, 2014 through Resolution No. 2014-419.

Board of Supervisors approved agreement with Alliance for Community Research and Development, LLC on June 20, 2017 through Resolution No. 2017-394.

Board of Supervisors approved agreement with Alliance for Community Research and Development, LLC on October 10, 2017 through Resolution No. 2017-689.

Board of Supervisors approved First Amendment to agreement with Alliance for Community Research and Development, LLC on June 20, 2017 through Resolution No. 2017-394.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement and Mariposa County Health and Human Services Agency will have to identify other means for counseling and evaluation services for the Tobacco Education Program.

FINANCIAL IMPACT:
Grant funding and corresponding appropriations are included in the proposed Fiscal Year 2022-2023 3385-401 and 3427-401 Budgets.

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ATTACHMENTS:
Community Initiatives Agreement 2022 thru 2025v3_April 4 2022 (PDF)

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

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AGREEMENT FOR EVALUATION SERVICES FOR THE MARIPOSA COUNTY TOBACCO EDUCATION PROGRAM

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 Community Initiatives for Collective Impact ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of four (4) years, commencing on January 1, 2022, through and including December 31, 2025. This Agreement may be extended for one (1) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The Director of Health and Human Services Agency or his/her designee is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform evaluation services for the Mariposa County Tobacco Education Program as described in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $76,440 for the entire term of the Agreement, $10,920 for the initial term of the Agreement, and $21,840 for each extension period as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form 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

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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.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

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

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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:
Community Initiatives for Collective Impact
Attn: Stergios Roussos
936 W. 18th Street
Merced, CA 95340

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

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12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

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

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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

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29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Representative Board of Supervisors	Stergios Roussos, Director Community Initiatives for Collective Impact
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

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Exhibit A
SCOPE OF WORK AND COST PROPOSAL

Contractor Responsibilities:
Consistent with the elements of the 2022-2025 Comprehensive Tobacco Control Plan (CTCP) Evaluation Plan, Contractor shall work in collaboration with project staff to:

I. Define the goals and methods of the evaluation.

II. Revise the 2022-2025 SOW Evaluation Plan, Activities & Narrative based on the CTCP Comprehensive Tobacco Control Plan Guidelines, including participating in the CTCP negotiation process and revisions.

III. Meet with the Internal Evaluation Project Manager monthly (or as needed) to monitor evaluation plan implementation, document information for final evaluation reporting, and support the Agency's work and goals through evaluation activities.

IV. Collaborate with the Internal Evaluator to identify and address internal evaluation weaknesses regarding evaluation activities, as needed.

V. Conduct data collection logistics planning in collaboration with the Agency.

VI. Develop evaluation instruments for the project consistent with sound evaluation and measurement principles for valid evaluation.

VII. In partnership with Agency staff, provide technical assistance on data collection and data entry to ensure data reliability and validity.

VIII. Set up databases for pen-to-paper and online/handheld data collection for project staff to populate, as necessary.

IX. Process and prepare data for analysis and/or clean data and conduct analyses for each evaluation activity in the Agency's Evaluation Plan.

X. Work with agency to co-interpret the meaning of the results for each evaluation activity, within the context of the Agency's community. Help the agency formulate recommendations and help project staff understand the results of data and how the data informs the project's intervention activities.

XI. Develop final evaluation reports in collaboration with the Internal Evaluation Project Manager, program staff, and Project Director/Coordinator. Community-related and intervention-related information will be written by the Agency. Evaluation sections and reports will be developed before the conclusion of the contract and shall be prepared consistent with the format described in *Tell Your Story: Guidelines for Preparing Useful Evaluation Reports.*

XII. Develop the Agency Evaluation Plan for the next scope of work period, in collaboration with the Internal Evaluation Project Manager and Project Director/Coordinator, consistent with the SOW Guidelines (released in 2020), including attending to appropriate methodology (i.e. sample sizes, participant sampling, etc.).

XIII. Assist Agency in using the evaluation findings to best improve their progress and project impact.

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XIV. Perform the following evaluation activities, per the non-primary and primary objectives (listed below) organized by type of activity and year, in the Agency's 2022-2025 CTCP Scope of Work (see Table 1):

Objective 1: By June 30, 2025, The County of Mariposa will adopt a new policy, or amend the existing county wide smoking and tobacco use policy, to include 100% smoke-free outdoor dining areas at restaurants and within 40 feet of mobile food trucks.
Objective 2 (primary): By June 30, 2025, The Mariposa County Board of Supervisors will adopt a storefront window advertising policy limiting the coverage of all advertising and signage (including tobacco, alcohol, food, and beverage) to no more than 15% of the square footage window space on retail stores.
Objective 3: By June 30, 2025, The Tobacco Education Program will formalize a minimum of two new collaborative partnerships (health, education, faith, business, cultural/ethnic organizations etc.) to address health inequities, social determinants of health and chronic disease prevention including tobacco control in Mariposa County through community change strategies. As a result of the formalized partnership, each new partner will participate in at least one tobacco education activity such as an educational meeting with community leaders, letter writing, data collection and/or media activities.
Objective 4: By June 30, 2025, the Mariposa County Board of Supervisors will adopt and implement a policy designating 90% of existing and new individual units, including balconies and patios, in multi-unit housing (MUH) complexes (with two or more attached units), and 100% of Common Areas, other than in a designated Smoking area, as smoke-free.

Other:

XV. Contractor will provide the above services on a fixed fee basis based on 10% FTE (208 hours) at $105/hour annually (Fiscal year July 1 – June 30). Contractor shall invoice the Agency for services completed on a quarterly basis (September 30, December 31, March 31, and June 30) to the Mariposa County Tobacco Education Program Director/Coordinator. The maximum amount payable to Contractor under this four-year contract is **$76,440** for the four-year period. The payment breakdown is as follows: 4 quarterly payments annually of $5,460 each.

XVI. Contractor services shall be rendered primarily at Contractor's office and via telecommuting.

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Table 1. External Evaluation Services Provided by Fiscal Year

Evaluation Services	21/22	22/23	23/24	24/25
1. **Evaluation Plan Development** (including CTCP negotiations and revisions)	Development of the Tobacco Control Program's 2021-2025 Evaluation Plan	Revision to Evaluation Plan, if necessary	Revision to Evaluation Plan, if necessary	Development of the Agency's 2020-2024 CTCP's Evaluation Plan
2. **Evaluation Plan Monitoring, Scheduling, Implementation & Data Discussion**	Regular (monthly or as needed) e-mail check-ins and/or meetings Internal Evaluator (IE)	Regular (monthly or as needed) e-mail check-ins and/or meetings with IE	Regular (monthly or as needed) e-mail check-ins and/or meetings with IE	Regular (monthly or as needed) e-mail check-ins and/or meetings with IE
3. **Develop all data collection instruments and protocols (23), technical assistance on data collection and data entry**	23 instruments	HSHC Campaign	HSHC Campaign	-
4. **Develop all evaluation activity reports 45 total reports**	9-18 annual activities	9-18 annual activities	9-18 annual activities	9-18 annual activities
5. **Statewide Meetings/TCEC Trainings** (costs shared by 5 projects)	1-2 in-person and/or 2-3 online Statewide Meetings/TCEC Regional Trainings per year	1-2 in-person and/or 2-3 online Statewide Meetings/TCEC Regional Trainings per year	1-2 in-person and/or 2-3 online Statewide Meetings/TCEC Regional Trainings per year	1-2 in-person and/or 2-3 online Statewide Meetings/TCEC Regional Trainings per year
6. **Final Evaluation Reporting**	-	-	-	3 Brief Evaluation Reports 1 Final Evaluation Report
7. **Participate in CX secondary data collection and sense-making**	-	CX Process	CX Process	-
Total Hours	104 hours	208	208	208
TOTAL COST	$105/hr x 104/hr = $10,920 Total	$105/hr x 208/hr = $21,840 Total	$105/hr x 208/hr = $21,840 Total	$105/hr x 208/hr = $21,840 Total

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Agency Responsibilities:

I. Agency will be responsible for all data collection and data entry, internal scheduling, reasonable access to key personnel, and reasonable access to past and current documentation that will aid the completion of evaluation activities. Agency will add Contractor as an "Applicant" in OTIS to allow the Contractor access to the Agency's 2022-2025 plan period.

II. Agency will reimburse Contractor approximately 10 days after invoice is received, reviewed and approved by Agency Project Director.

Joint Responsibilities:

I. Both Contractor and Agency will be responsible to immediately notify each other of any intelligence or findings that will impact the success of the project so that rapid action can be considered.

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Table 2 provides a more detailed list of internal evaluator and external evaluator responsibilities:

Table 2. Internal and External Evaluator Responsibilities

Role, Responsibilities & Tasks	Internal	External Evaluator
Evaluation Plan Development		
Defining the goals and methods of the evaluation (e.g., end-use strategizing, outcome and/or process and evaluation activities)	X	X
Evaluation plan development for 2022-2025 SOW & CTCP negotiations meetings, including revisions	X	X
Evaluation plan development 2022-25 & CTCP negotiations meetings, including revisions	X	X
Evaluation Planning, Scheduling & Monitoring Meetings		
Evaluation plan implementation & monitoring meetings (monthly, or as needed)	X	X
Document and archive activity outcomes (e.g., target audience, approaches, audience reaction and comments, actions taken as a result, etc., as well as how results were shared with key stakeholders)	X	
Pre-Data Collection		
Data collection logistics planning	X	X
Developing data collection instruments & protocols, determining sampling specifics and data collection parameters		X
Instrument pilot testing & field testing, if necessary	X	
Approving data collection instruments & protocols, sampling specifics and data collection parameters, with support from the External Evaluator	X	X
Conduct data collection trainings on data collection and data entry	X	
Provide technical assistance on data collection and data entry	X	X
Database design or online survey set up for data collection using online/handheld/mobile devices or entry by staff data collectors		X
Data Collection and Analysis		
Collecting data and information (primary data)	X	
Processing and preparing data for analysis	X	X

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Role, Responsibilities & Tasks	Internal	External Evaluator
Data cleaning	X	X
Data analyses		X
Reporting and Sharing Findings		
Interpreting results and formulating recommendations		X
Participatory sense-making to understand how data informs project activities	X	X
Writing evaluation activity summary reports for the project and for inclusion in progress reports		X
Reviewing and editing evaluation activity summary reports for the project and for inclusion in progress reports	X	X
Identifying appropriate audiences for the findings, with guidance from the External Evaluator	X	X
Preparing data visualizations, Highlights or Executive Summaries for sharing results throughout the project in community presentations, fact sheets, educational packages, reports. The External Evaluator can review the final product and provide feedback, if needed.	X	X
Populating OTIS with evaluation-related Information semi-annually	X	
Statewide Meetings/Trainings		
Participate in 1-2 in-person statewide meetings/regional trainings per year	X	X
Participate in 2-3 online Statewide trainings per year	X	X
Final Evaluation Report Development (2021-2025)		
Brief Evaluation Report for non-primary objectives with Internal Evaluator support		X
Brief Evaluation Report (Interim Report) for primary objectives targeting multiple jurisdictions	X	X
Final Evaluation Report for primary objectives	X	X
Stakeholder Activities		
Educating project directors and partners informally	X	
Formally presenting data in meetings/forums	X	

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Role, Responsibilities & Tasks	Internal	External Evaluator
Collecting secondary data for CX Needs Assessment	X	X
Planning and facilitating CX Meetings with External Evaluator guidance as to how the Agency can use their data to plan their meetings	X	X
Facilitate general strategic planning or Midwest Academy Strategy (MASC) planning with coalition	X	
Participatory sense making of how secondary data informs CX process	X	X
Reporting on CX Needs Assessment by indicator/asset in OTIS	X	

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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-269

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Resind Resolution 2022-129; Approve Agreement with Caltrans for 2019 Storm Repairs to Ben Hur Rd

---

RECOMMENDATION AND JUSTIFICATION:
Rescind Resolution 2022-129; Approve an Agreement with Caltrans for 2019 Storm Repairs to Ben Hur Road; and Authorize the Board of Supervisors Chair to Sign the Agreement.

As FHWA Funds become available staff is submitting allocation requests to Caltrans which results in E-76 programming of the funds and subsequent Program Supplement Agreements (PSA).

Resolution 2022-129 and corresponding PSA referred to the original Storm Event as 2017 and before repairs could be made the 2019 Storms damaged the area further. Caltrans has requested that we refer to the 2019 Storm Event only in our resolution and has issued a new PSA to reflect this change.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In 2019 Mariposa County experienced tremendous storm activity which caused significant damage. These storm events were significant enough in magnitude that the Governor of the State of California had included the County in an emergency proclamation for Federal Disaster Funding.

On April 28, 2020, Resolution 2020-219 the Board approved an agreement with Williams Excavating to make Permanent Repairs.

Permanent repairs were completed in July of 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without the agreement in place staff will not be able to seek reimbursement for funds expended to complete repairs.

FINANCIAL IMPACT:
This is an FHWA Funded 2019 Storm Damage Project: with a Federal reimbursement rate of 88.53%.

ATTACHMENTS:

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

NEW_40A0068 PSA_UnSignedPSA (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

PROGRAM SUPPLEMENT NO. F058
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10-5940F15

Adv. Project ID
1020000039

Date: April 18, 2022
Location: 10-MPA-0-CR
Project Number: ER-40A0(068)
E.A. Number:
Locode: 5940

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 09/27/2016 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Ben Hur Road

TYPE OF WORK: Permanent Restoration: Shoulder repair at 8 different culverts, one shoulder washout, roadway repair

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	ER14	$79,670.00	LOCAL		OTHER
	ER01	$752,018.88			
$939,443.00			$107,754.12		$0.

COUNTY OF MARIPOSA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

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

Accounting Officer _____ **Date** 4/19/22 $831,688.88

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SPECIAL COVENANTS OR REMARKS

1. A. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

B. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program

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SPECIAL COVENANTS OR REMARKS

Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of
Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

G. The ADMINISTERING AGENCY agrees that payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration (FHWA) in the Federal-Aid Project Authorization/Agreement or Amendment/Modification (E-76) and accepts any resultant increases in ADMINISTERING AGENCY funds as shown on the Finance Letter, any modification thereof as approved by the Division of Local Assistance, Office of Program Management.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

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SPECIAL COVENANTS OR REMARKS

H. "ADMINISTERING AGENCY certifies that neither the ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this agreement. ADMINISTERING AGENCY agrees that it will notify the STATE immediately, in the event a suspension or a debarment happened after the execution of this agreement."

I. All project repair, replacement and maintenance involving the physical condition and the operation of project improvements referred to in Article III MAINTENANCE, of the aforementioned Master Agreement will be the responsibility of the ADMINISTERING AGENCY and shall be performed at regular intervals and as required for efficient operation of the completed project improvements.

J. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

K. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

L. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, and copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

M. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of
indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

N. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until

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SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

O. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

P. ADMINISTERING AGENCY agrees, and will assure that its contractors, subcontractors, and will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Q. The work eligible for Federal Reimbursement shall be performed by the ADMINISTERING AGENCY either by using their own forces or by contract. The ADMINISTERING AGENCY must be able to identify the costs incurred at each site and be subject to an audit for verification.

R. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable
STATE and FEDERAL regulations.

S. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by
ADMINISTERING AGENCY to STATE.

T. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and Federal Agency performing work on behalf of the ADMINISTERING AGENCY, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM

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SPECIAL COVENANTS OR REMARKS

SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA (a.k.a. Final Voucher).

U. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and authorized incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors and shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

V. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

W. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

X. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE or as permitted under Emergency Opening procedures.

Y. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions K, L, P, R, T and U under Section 2 of this agreement.

2. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

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SPECIAL COVENANTS OR REMARKS

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or
activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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SPECIAL COVENANTS OR REMARKS

3. Disaster No. CA 19-2 (January-February 2019 Storms) - Emergency Opening work will be reimbursed at 100% if completed within 180 days from the date of the disaster. The disaster occurred on January 5, 2019. ADMINISTERING AGENCY records must clearly identify those costs incurred on or after January 5, 2019. Incurred costs are defined as disbursements made or in process goods and services delivered. Emergency Opening work completed on or after July 7, 2019, will be funded at the federal-aid reimbursement ratio of 88.53%. Restoration work, including preliminary engineering will be reimbursed at an 88.53% ratio. The ADMINISTERING AGENCY will be responsible for the matching requirement.

4. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-270

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve First Amendment to Agreement with GPA Consulting for Environmental Services on Darrah Bridge

---

RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to an Agreement with GPA Consulting for Environmental Support Services on the Darrah Road Bridge Project Increasing Compensation by $264,531.20 for a New Amount Not to Exceed $464,507.20; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Full time biological and archaeological monitoring is required while the old bridge is demolished and the existing road is excavated. The scope of work was originally divided into two seasons. The amendment assumes six weeks of continuous monitoring for the second half of the project. The monitors will be released early in the event excavation is completed faster than six weeks. After the earthwork is complete, the archeologist will be released and the biological monitoring site visits will be reduced to once every two weeks.

The Environmental Commitment Report identifies Air Quality, Biological, Cultural, Hazardous Waste, Hydraulic, Visual, Water Quality Commitments. In addition to the reports themselves, GPA Consulting will continue facilitating communications between the Water Board, USACE, CDFW and the County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On April 13, 2021, Resolution 2021-192 the Board approved an Agreement with GPA Consulting for Environmental Support Services for the Darrah Road Bridge in the Amount Not to Exceed $199,976.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the County will be violating multiple State and Federal environmental laws with significant financial penalties.

FINANCIAL IMPACT:
This Project is funded through the FHWA Bridge Program and has a Local Share of 11.47%. The Local Share will be paid using approved SB1 Funding.

ATTACHMENTS:
Amendment 1_GPA (PDF)
GPA Contract (PDF)

REF ID# 12887

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

FIRST AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL SUPPORT SERVICES FOR DARRAH ROAD BRIDGE

THIS FIRST AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL SUPPORT SERVICES FOR DARRAH ROAD BRIDGE, is made and entered into this _____ day of _____2022, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and GPA Consulting, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated April 13, 2021, wherein **Contractor** agreed to provide environmental support services for Darrah Road Bridge replacement project; and

WHEREAS, County and **Contractor** desire to amend said Agreement to change the scope of work to be provided by **Contractor;**

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

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

1. Paragraph 2, "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 Two Hundred Sixty-Four Thousand Five Hundred Thirty-One Dollars and 20/100 Cents ($264,531.20) will be added to the original amount of One Hundred Ninety-Nine Thousand Nine Hundred Seventy-Six Dollars ($199,976), making the total compensation paid to **Contractor** the not to exceed amount of Four Hundred Sixty-Four Thousand Five Hundred Seven Dollars and 20/100 Cents ($464,507.20). See First Amended Exhibit B, "First Amended Cost Proposal," which is attached hereto and incorporated herein by reference.

Except as herein amended, the Agreement dated April 13, 2021, shall remain in full force and effect.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	GPA Consulting
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Keith Williams Interim Clerk of the Board	Steven W. Dahlem County Counsel

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

FIRST AMENDED EXHIBIT A
FIRST AMENDED SCOPE OF WORK

Amendment Request:
Biological Services for the Darrah Road Bridge Replacement Project, County of Mariposa

I. Project Understanding

The County of Mariposa (County) contracted with GPA to provide environmental construction support services for phase one of the Darrah Road Bridge replacement project. Construction of the first phase is ongoing, which includes construction of the roadway, retaining walls, bridge, and concrete barrier on the south side of the road. Completion of the first stage was originally anticipated to be completed in November 2021, but is now anticipated to be completed at the end of February 2022, following the bridge deck pour.

A 60 day pause in work is anticipated between end of construction phase one (February 2021) and construction of phase two (expected to initiate May 2022). The second phase will include removal of the existing bridge and construction of roadway, retaining walls, bridge, and concrete barrier on the north side of the road. Tree removal was completed during initiation of the first phase; additional tree and shrub removal is not expected to be required for the second phase.

To date, GPA has provided biological and archeological support services from GPA's scope of work beginning in February 2021. However, during the course of construction, additional monitoring efforts, and regulatory compliance documentation was required, and is anticipated to continue for the duration of phase one. Additionally, the duration of the project development phase of the project has extended beyond what was originally anticipated, resulting in additional expenditures for project management beyond what was included in GPA's contract. Based on coordination with the County, GPA understands the County will incorporate the additional efforts expended for phase one and anticipated efforts associated with construction support for phase two in an amendment.

II. Scope of Work

The following scope of work includes the additional work to be completed under the amended contract.

Task 1: Project Management

Project management began in February 2021 and has continued to date. Completion of the phase one was originally anticipated to be completed in November 2021, but based on coordination with the County, is now expected to continue through to phase two. GPA is requesting additional funds to compensate for the additional project management provided to date, and for the additional efforts expected to complete phase one.

Based on coordination with the County, GPA is also requested to provide project management for phase two, with a May 2022 phase two construction initiation. Project management in support of phase two is anticipated to start April 2022 and be completed December 2022 in support of the pre-activity surveys, monitoring, and reporting. GPA will continue to manage the environmental support services in coordination with the County. GPA will maintain a clear line of communication with the County and will conduct regular status checks to ensure all tasks are on schedule and within budget and will prepare a monthly progress report for each task order that includes the progress of each task. Project management for phase two does not include revegetation support.

Deliverables: One electronic copy of up to 11 monthly progress reports for phase two

Task 2: Environmental Commitments Record

A project Environmental Commitment Record (ECR) and/or Mitigation Monitoring Reporting Plan was prepared during phase one. GPA will continue to maintain the ECR during phase two and will coordinate with the County to

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document completed environmental commitments applicable to phase two. GPA will update and maintain an electronic copy of the ECR for County's records.

Deliverables: One electronic copy of the environmental commitment record and up to four updates

Task 4: Pre-construction Surveys

Nesting Bird Surveys

The nesting season is typically between February 1 and August 31. Because a 60 day pause in construction is anticipated between end of phase one (February 2022) and initiation of phase two (May 2022), GPA will conduct a nesting bird survey within 500 feet of the construction area to ensure any nesting birds will not be impacted by the project. For the survey, GPA will conduct pre-construction surveys within 30 days prior to the start of construction activities to ensure that nesting birds, are not within 250 feet of the construction area (500 feet for all raptors). The survey will be conducted by three staff. GPA assumes that the survey will require up to one day of surveying and one trip to the site. If a nesting bird is found in or adjacent to the project area, GPA will coordinate with the County, and CDFW if warranted, to establish appropriate buffers (250 feet for migratory birds and 500 feet for raptors) adequate to maintain compliance with the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (FGC). GPA assumes up to two active nests will require County coordination during construction of phase two. Reductions in the nest buffer distance may be appropriate depending on the bird species involved, level of human activity, and screening vegetation. Should construction be delayed, or pause, for 14 days or more after the first pre-construction nesting bird surveys are conducted, GPA will conduct one supplemental survey. The supplemental survey will be conducted by three staff and is expected to require up to one day of surveying with one trip to the site. GPA will summarize the results of the surveys, recommendations, and any subsequent coordination in a memo format report for the County and CDFW.

Wildlife Surveys

GPA will conduct pre-construction western pond turtle (Actinemys marmorata), California red-legged frog, and foothill yellow-legged frog (Rana boylii) clearance surveys and general wildlife species surveys. Pre-construction California red-legged frog surveys are required to be conducted within 48 hours prior to construction and foothill yellow-legged frog surveys are required to be conducted within five days prior to construction. Pre-construction wildlife surveys are assumed to be conducted separately from the nesting bird surveys. To maximize efficiency, one pre-construction wildlife survey will be conducted within 48 hours prior to construction. The survey will be conducted by two staff. GPA assumes that the survey will require up to one day of surveying and one trip to the site. GPA will summarize the results of the survey, coordination, and any recommendations in a short pre-construction report for the County and CDFW.

Bat Surveys

GPA will conduct a daytime habitat assessment in the project area within 14 days of the start of phase two construction activities to identify potential roosting habitat for bats. GPA will survey the project area and assess all potential roosting habitat, and visually survey existing habitat to determine presence of day-roosting bats. To maximize efficiency, pre-construction daytime habitat assessment will be conducted concurrent with the nesting bird survey visit. The survey will be conducted by three staff. GPA assumes bat habitat assessment surveys will require up to one day of surveying and one trip to the site. GPA assumes nighttime emergence surveys will not be necessary. GPA will summarize the results of the surveys, coordination, and any recommendations in a short pre-construction report.

Deliverables: One electronic copy of the phase two pre-construction survey report

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Task 7: Worker Awareness Training

An educational brochure with pictures and descriptions of sensitive biological resources with potential to be in the construction areas was prepared and worker awareness trainings were conducted during phase one. GPA will continue to conduct worker awareness trainings to new staff during phase two. Upon completion of the training program, personnel will sign a form stating that they attended the training and understand all the avoidance and minimization measures and implications of the Federally Endangered Species Act (FESA) and California Endangered Species Act, and to identify the required procedures and chain of communication during construction so that any sightings of species described in the brochure can be brought to the attention of the biological monitor in a timely manner. GPA assumes trainings will be provided concurrent with monitoring visits under Task 9.

Deliverables: Up to 25 copies of the training brochure

Task 9: Biological Monitoring and Reporting

Biological monitoring for phase one was expected to be completed in early November 2021, but efforts have been on going with regular coordination and site visits beyond the original scope of work. Based on coordination with the County, monitoring for phase one is now expected to continue through to phase two, (initiating May 2022). GPA is requesting additional funds to compensate for the additional biological monitoring provided to date, and for the additional efforts expected to complete phase one.

Establishment of environmentally sensitive fencing and removal of vegetation was completed in phase one. For phase two, GPA will continue to conduct regular compliance monitoring to ensure compliance with the environmental commitments record. GPA will monitor the initial ground disturbance, water diversion installation and/or removal, additional best management practices (BMP), and that avoidance and minimization measures are successfully implemented. Based on communication with the County and efforts required for phase one, up to six weeks (30 days) of daily construction monitoring will be required for initial ground disturbance, expected during initiation of phase two (anticipated to begin May 2022). In addition, GPA understands that up to 14 bi-weekly visits, conducted every two weeks, thereafter for the remainder of phase two will be required (expected completion in November 2022). Monitoring visits will be conducted by one staff.

During each site visit GPA will take photographs and record the results of each monitoring visit, and the results will be summarized in a construction monitoring report for the project file. GPA will coordinate with the County to correct any conditions that are out of compliance during monitoring visits. GPA will keep a detailed written record of monitoring activities for the duration of the project, including written monitoring report forms and a copy of all correspondence regarding environmental compliance.

If nesting birds or raptors are found during survey efforts, GPA will oversee installation of appropriate buffers around the nests (typically 250 feet for passerines and 500 feet for raptors) until nesting activity has ended. GPA assumes oversight will be conducted concurrently with a regularly scheduled monitoring visit. If requested, GPA will monitor active bird nests until the nest is vacated, juveniles have fledged, and there is no evidence of a second attempt at nesting. Nest monitoring visits will be conducted concurrently with the bi-weekly construction monitoring visits. GPA will summarize the results of the nesting bird monitoring efforts and any subsequent coordination in the construction monitoring report.

Deliverables: One electronic copy of the phase two construction monitoring report

Task 10: Agency Reporting

Construction Compliance Submittals and Notifications

Based on the efforts completed to date from phase one and coordination with the County, the phase one water diversion is expected to remain in place for phase two. GPA will coordinate with the County to complete up to one submittal or notifications during phase two construction for removal of the diversion.

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GPA will also keep a detailed written record of monitoring activities for the duration of the project, including written monitoring report forms and a copy of all correspondence regarding environmental compliance.

Water Quality Monitoring Reporting

During December 2021 of phase one, a water diversion was installed. The RWQCB requires turbidity results to be provided in a bi-weekly report for the duration of encroachment within the channel. Any turbidity exceedances are required to be reported within three days of the exceedance. GPA has been assisting the County with the turbidity and exceedance reporting during phase one, which was not included in the original scope of work. In addition, based on coordination with the County, the phase one water diversion is expected to remain in place through to phase two, (initiating May 2022). GPA is requesting additional funds to compensate for the water quality monitoring reporting provided to date, and for the additional efforts expected to complete phase one.

For phase two and the remainder of phase one, GPA will conduct the reporting in support of the daily turbidity monitoring required by the RWQCB Water Quality Certification. GPA will coordinate with the County to evaluate the sampling results taken upstream and downstream of the construction area for the duration of in-water work. Based on construction phase one, water sampling is anticipated to end July 2022. The results of the water quality monitoring will be provided in a bi-weekly monitoring report. The monitoring reports will be submitted via email to the RWQCB. If the results of the daily water quality monitoring identify exceedances of construction water quality thresholds included as a condition of the 401 Water Quality Certification issued for the project, GPA will prepare and submit exceedance reports to the RWQCB. The exceedance reports will be submitted via email to the RWQCB. GPA assumes up to three exceedance reports may be necessary during phase two construction. GPA assumes the County will continue to perform all daily water quality monitoring and sampling, including water sample 'grabs' onsite, and will provide the results to GPA on a weekly basis for evaluation. If an exceedance is observed, GPA assumes the County will provide the results same or next day. GPA assumes up to three months (six bi-weekly reports) of water quality reporting will required for phase two.

Post Construction Submittals and Notification

Post construction agency notifications are required for the USACE CWA Section 404 Nationwide Permit 14, RWQCB CWA Section 401 Water Quality Certification, and CDFW Section 1602 permits. Following construction, GPA will complete a survey to record post-construction conditions in the project area. GPA will take post-construction photos of the entire construction area to document that regulatory permit requirements have been successfully implemented. GPA will coordinate with the County to complete the required post construction submittals and notifications to regulatory agencies as part of the environmental approvals for the project. One post construction site visit will be conducted by two staff.

Deliverables: *One electronic copy of up to one agency submittals and notification for phase two diversion removal; one electronic copy of up to six bi-weekly phase two monitoring reports; one electronic copy of up to three phase two exceedance reports; and one electronic copy of the agency post-construction report*

Task 11: Archaeological Monitoring

On-site archaeological monitoring will be conducted by InContext Cultural Resources Solutions (InContext). Prior to construction, a qualified archaeologist, meeting Caltrans PQS requirements, will monitor installation of ESA fence by the contractor to ensure the fencing location is correct and that there is no disturbance within the ESA and buffer. The archaeologist will discuss the ESA Action Plan during pre-construction meeting. Discussion will include the importance of the ESA area, that no construction will be authorized within the ESA, that no construction personnel will be authorized to enter the ESA, and a review of historic preservation laws regarding protection and disturbance of archaeological sites and removal of artifacts from such sites.

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During construction, the archaeologist will monitor the ESA and buffer as needed to ensure the ESA Action Plan is followed. The archaeologist will complete a daily monitoring log that will document the day, times, monitor name, construction personnel, construction activity, and any findings for each day the monitor is onsite. Monitoring logs will be provided to the County, in electronic format, on a weekly basis. Archaeological monitoring is assumed to be required for up to six weeks with one qualified monitor.

Deliverables: One electronic copy of one phase two monitoring report

III. Assumptions

This scope has been prepared based on the following assumptions:

- This scope of work has been prepared based on the information provided by the County in the RFP, associated materials, and subsequent communication with the County. If the scope of work changes, GPA will provide an additional scope and cost to support this effort.
- This scope of work does not include preparation, review, or agency submittal, of the water quality monitoring plan, dewatering/diversion plan, and/or Stormwater Pollution Prevention Plan (SWPPP).
- The contractor is responsible for developing and implementing a SWPPP, including installation of all associated BMPs, and the Spill Prevention Response Plan. The contractor is responsible for lead compliance and the associated Industrial Hygienist.
- The County is responsible for water quality testing, sampling, and daily water quality monitoring.
- Required access to the project area necessary for surveys and monitoring will be provided as needed to complete tasks in the identified timeframe.
- A nesting bird exclusion plan and a fish relocation plan were prepared during phase one and are expected to remain applicable for phase two. If additional plans are requested, GPA will provide an additional scope of work and budget to support this effort.
- Up to two pre-construction nesting bird surveys are included in this scope of work, one prior to re-initiation of construction of phase two and one supplemental survey should construction be delayed, or pause, for 14 days or more after the pre-construction nesting bird surveys are conducted. If additional surveys are requested, GPA will provide an additional scope and cost to support this effort.
- One field visit is anticipated to complete pre-construction general wildlife surveys, including pre-construction frog surveys. If additional survey site visits are required based on the final construction limits or regulatory agency request, GPA will provide an additional scope of work and budget to support this effort.
- GPA assumes coordination with CDFW will not be necessary should nesting birds be found and that coordination with the County will be sufficient for compliance with the MBTA.
- Because the project footprint has been disturbed during phase one, pre-construction plant surveys are not included in this scope of work.
- Focused or protocol-level pre-construction surveys for special-status or otherwise protected bird species will not be required and are not included in this scope of work. If requested, GPA will provide an additional scope and cost to support this effort.
- GPA assumes signs of day roosting bats will not be observed and/or project activities would not risk disturbance of day roosting bats; therefore, a bat exclusion plan and/or coordination with CDFW for roosting bats will not be required.
- Based on the direction provided in the RFP and phase one, GPA assumes special status frog species will not

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be present during construction or during the pre-construction survey efforts.

- Based on coordination with the County, the phase one diversion is expected to remain in place for the duration of phase two. Therefore, the scope of work does not include fish rescues or reporting.
- GPA assumes all results can be accurately reported in text and that figures/exhibits will not be required.
- GPA understands that the ESA fencing will remain in place for the duration of season one and is not anticipated to be removed until the end of season two.
- GPA assumes full time daily monitoring of phase two for up to six weeks (30 days) (anticipated May to June 2022) for the installation of additional BMPs, water diversion, and/or initial ground disturbance. After the six weeks, the inspections will be reduced to once every two-week check-ins for up to five months (14 visits) (June to November 2022).
- GPA assumes weekend work will not be required. Overtime days extending longer than 8 hours will be billed time and materials.
- Archaeological monitoring will be required for up to six weeks with one qualified monitor. Monitoring will be conducted for up to eight hours per day, Monday through Friday, in blocks of three to five continuous days. Daily monitoring logs will be sufficient to document monitoring. Documentation for inadvertent discovery of archaeological resources is not included in this scope of work. If additional monitoring days or documents are required, GPA will provide an additional scope of work and budget to support this effort.
- One post-construction notification report will be prepared for submittal to the regulatory agencies.
- GPA assumes up to one round of comments on all deliverables.
- This scope of work does not include a revegetation plan or efforts associated with mitigation compliance. If requested or required, GPA will provide an additional scope of work and budget to support this effort.
- This scope of work does not include acquisition of compensatory mitigation or mitigation negotiations with the regulatory agencies.
- GPA assumes additional pre-construction agency notifications, beyond wildlife and/or nesting survey results, will not be required for phase two.

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Amendment 1: Fee Proposal

Darrah Road Bridge
GPA Consulting

Task Description	Richard Galvin Principal Environmental Planner	Mariska Schrader Senior Associate Biologist	Angela Scudiere Senior Biologist	Jennifer Johnson Senior Biologist	Zachary Neider Senior Biologist	Sheri Mayta Senior Biologist	Lizbeth Pliego Orozzo Biologist	Cory Quon Biologist	Mario Mayo Biologist	Patrick Griggs Biologist	Martin Rose Senior GIS Analyst	Total Hours	Other Direct Costs	Subconsultants (InContext)	Total Labor Costs	Grand Total (Labor, Subs, ODCs)
	$ 317.76	$ 208.31	$ 131.95	$ 132.40	$ 130.35	$ 166.84	$ 93.49	$ 74.91	$ 74.91	$ 74.91	$ 164.78					
Amendment 1												1900			$ 185,754.72	$ 264,531.20
Task 1: Project Management	20		92									112			$ 18,494.60	$ 18,494.60
Task 2: Environmental Commitments Record			16				12	24				52			$ 5,030.92	$ 5,030.92
Task 4: Pre-Construction Surveys		4	96		16			80	40	60		296			$ 29,069.84	$ 29,069.84
Task 9: Biological Monitoring and Reporting			180			16		328	212	280		1016			$ 87,846.64	$ 87,846.64
Task 10: Agency Reporting		16	132				60	116	56		8	388			$ 40,562.52	$ 40,562.52
Task 11: Archaeological Monitoring			36									36		$ 62,894.48	$ 4,750.20	$ 67,644.68
Expenses Task 4: Pre-Construction Surveys												0	$ 2,357.00		$ -	$ 2,357.00
Expenses Task 7: Worker Awareness Training												0	$ 125.00		$ -	$ 125.00
Expense Task 9: Biological Monitoring												0	$ 13,400.00		$ -	$ 13,400.00
TOTAL HOURS	20	20	552	0	16	16	72	548	308	340	8					
TOTAL COST	$6,355.20	$ 4,166.20	$72,836.40	$ -	$2,085.60	$2,669.44	$ 6,731.28	$ 41,050.68	$ 23,072.28	$25,469.40	$1,318.24	1900	$ 15,882.00	$ 62,894.48	$ 185,754.72	$ 264,531.20

FIRST AMENDED EXHIBIT B
FIRST AMENDED COST PROPOSAL

F.3

21-025

AGREEMENT FOR ENVIRONMENTAL SUPPORT SERVICES FOR DARRAH ROAD BRIDGE

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of April, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and GPA Consulting, ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on February 18, 2021 and terminate on December 31, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform environmental support services for the Darrah Road Bridge 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 $199,976. The Contractor's hourly 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

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
GPA Consulting
201 Nevada Street Suite B
El Segunda, CA 90245
310.792.2690

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

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discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the 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.

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

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.

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22. COUNTERPARTS

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

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

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29. FUNDING AVAILABILITY

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

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

Funding Source: 512-1312-782-0649

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

GPA Consulting

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

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EXHIBIT "A"

CONSULTING

GPA

SCOPE OF SERVICES

Task 1: Project Management

GPA will manage the environmental support services in coordination with the County. GPA will maintain a clear line of communication with the County and will conduct regular status checks to ensure all tasks are on schedule and within budget and will prepare a monthly progress report for each task order that includes the progress of each task. Based on coordination with the County, GPA will provide project management for season one, which is anticipated to start February 2021 and be completed November 2021.

Deliverables: One electronic copy of up to 10 monthly progress reports

Task 2: Environmental Commitments Record

Based on communication with the County, a project Environmental Commitment Record (ECR) and/or Mitigation Monitoring Reporting Plan has not been prepared. GPA will create and maintain the ECR and will coordinate with the County to document completed environmental commitments applicable to season one. GPA will update and maintain both electronic and hard copies of the ECR and all documentation associated with environmental compliance.

Deliverables: One electronic copy of the environmental commitment record and up to four updates

Task 3: Vegetation Site Meeting

Prior to vegetation removal, GPA and InContext Cultural Resources Solutions (InContext) will attend a pre-vegetation removal meeting with the County and the contractor to discuss the anticipated limits of vegetation removal and potential Environmentally Sensitive Area (ESA) constraints. During the visit, GPA will document the number and species of all trees and/or shrubs expected to be removed that are equal or greater than four inches diameter at breast height. Up to two GPA staff and one InContext staff will be in attendance.

Deliverables: Attendance at one field meeting and one electronic copy of the vegetation removal list

Task 4: Pre-construction Surveys

Focused Plant Surveys

GPA will perform focused plant surveys for special-status species with potential to be in the project area, including big-scale balsam root (*Balsamorhiza macrolepis*), mariposa daisy (*Erigeron mariposanus*), madera leptosiphon (*Leptosiphon serrulatus*), mariposa lupine (*Lupinus citrinus* var. *deflexus*), and yellowlip pansy monkeyflower (*Mimulus pulchellus*). Up to two surveys will be performed during the typical blooming period, as feasible. GPA will visit known nearby reference sites, as feasible, to determine if special-status plants are identifiable at the time of the survey. Each visit will be conducted by two staff. GPA assumes that each survey will require up to one day of surveying and one trip to the site. If special-status plants are found, GPA will coordinate with the County and CDFW, if warranted, to develop and implement appropriate avoidance and minimization measures, including buffer zones and/or other measures. GPA will summarize the results of the surveys and any recommendations in a short pre-construction report for the County and CDFW. GPA assumes that CDFW will accept one rare plant survey to be conducted in March (prior to vegetation removal) and the second survey to be performed in April/May in advance of ground disturbance. Each focused plant survey is expected to require one site visit, with two staff.

Nesting Bird Surveys

The nesting season is typically between February 1 and August 31. GPA will conduct two, separate nesting bird surveys within 500 feet of the construction area to ensure any nesting birds will not be impacted by the project. The first survey will be conducted in advance of the anticipated March 2021 vegetation removal. The second survey will be conducted prior to work being re-initiated after a short pause in activity, anticipated June 2021. For each survey, GPA will conduct pre-construction surveys within 30 days prior to the start of construction activities to ensure that nesting birds, are not within 250 feet of the construction area (500 feet for all raptors). Each survey will be conducted by two staff. GPA assumes that each survey will require up to one day of surveying and one trip

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to the site. If a nesting bird is found in or adjacent to the project area, GPA will coordinate with the County, and CDFW if warranted, to establish appropriate buffers (250 feet for migratory birds and 500 feet for raptors) adequate to maintain compliance with the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (FGC). GPA assumes up to two active nests will require County coordination during construction of season one. Reductions in the nest buffer distance may be appropriate depending on the bird species involved, level of human activity, and screening vegetation. GPA will summarize the results of the surveys, recommendations, and any subsequent coordination in a memo format report for the County and CDFW. The results of the first survey (vegetation removal) will be summarized in a stand-alone pre-construction nesting bird report and the results of the second will be summarized in a second pre-construction survey report combined with the other required survey efforts.

Wildlife Surveys

GPA will conduct pre-construction western pond turtle (*Actinemys marmorata*), California red-legged frog, and foothill yellow-legged frog (*Rana boylii*) surveys and general wildlife species surveys. Pre-construction California red-legged frog surveys will be conducted within 48 hours prior to construction and foothill yellow-legged frog surveys will be conducted within five days prior to construction, as required in the permits. To maximize efficiency, pre-construction western pond turtle and other special-status wildlife species will be conducted concurrent with the nesting bird surveys. The California red-legged frog and foothill yellow-legged frog surveys will be conducted on the same survey day and will be conducted as a separate, stand-alone pre-construction frog survey. Each survey will be conducted by two staff. GPA assumes that each survey will require up to one day of surveying and one trip to the site. GPA will summarize the results of the surveys, coordination, and any recommendations in a short pre-construction report for the County and CDFW. However, because the California red-legged frog and foothill yellow-legged frog surveys must be conducted after the other pre-construction wildlife survey results are due to CDFW (minimum of one week prior to construction), a separate stand-alone report will be prepared for these species. Based on communication with the County, vegetation removal will be conducted in advance of construction and would not result in ground disturbance. Except for nesting bird surveys discussed above, GPA assumes CDFW will not require pre-construction wildlife surveys or pre-construction frog surveys to be conducted in advance of the vegetation removal.

Bat Surveys

GPA will conduct a daytime habitat assessment in the project area within 14 days of the start of construction activities to identify potential roosting habitat for bats, including the spotted bat (*Euderma maculatum*), yuma myotis (*Myotis yumanensis*), and pallid bat (*Antrozous pallidus*). GPA will survey the project area and assess all potential roosting habitat, and visually survey existing habitat to determine presence of day-roosting bats. To maximize efficiency, pre-construction daytime habitat assessment will be conducted concurrent with the nesting bird survey visit. The survey will be conducted by two staff. GPA assumes bat habitat assessment surveys will require up to one day of surveying and one trip to the site. GPA assumes nighttime emergence surveys will not be necessary. GPA will summarize the results of the surveys, coordination, and any recommendations in a short pre-construction report.

Deliverables: One electronic copy of the pre-construction nesting bird survey report (for vegetation removal), general pre-construction survey report, and California red-legged frog and foothill yellow-legged frog survey report

Task 5: Fish Removal and Rescue Plan

According to the information in the RFP, anadromous fish or other special-status aquatic species are not known to be in the project area. Based on communication with the County, the segment of the West Fork Chowchilla River within the project area is not expected to be dry until September. If work is required while water is present, a water diversion will be installed. GPA assumes up to one diversion installation and one diversion removal would be necessary for season one.

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GPA will prepare a Fish Removal and Rescue Plan for submittal to CDFW prior to the start of construction activities. The plan will include, at a minimum, the following sections: methods for excluding fish from the construction area; methods for minimizing risk of injury or death related to fish capture and handling, and methods for releasing fish outside of the construction area. GPA will submit the draft plan for review and approval by the County and CDFW.

Deliverables: One electronic copy of the Fish Removal and Rescue Plan

Task 6: Nesting Bird Exclusion Plan

GPA will prepare a Nesting Bird Exclusion Plan to address nesting swallows and other nesting bird species that could construct nests on the bridge. The Plan will include methods to prevent birds from initiating nesting on the existing bridge prior to starting construction and will include discussion of how the exclusion materials will be maintained to prevent bird nesting. GPA will coordinate with the County to determine the exclusion methods proposed by the contractor. GPA will submit the plan to CDFW for approval.

Deliverables: One electronic copy of the Nesting Bird Exclusion Plan

Task 7: Worker Awareness Training

GPA will conduct a worker awareness training and prepare an educational brochure with pictures and descriptions of sensitive biological resources with potential to be in the construction areas. The training and brochure will be distributed prior to construction and made available to all individuals employed or working on the project. Upon completion of the training program, personnel will sign a form stating that they attended the training and understand all the avoidance and minimization measures and implications of the Federally Endangered Species Act (FESA) and California Endangered Species Act, and to identify the required procedures and chain of communication during construction so that any sightings of species described in the brochure can be brought to the attention of the biological monitor in a timely manner. GPA assumes worker awareness trainings will be provided concurrent with monitoring visits.

Deliverables: Up to 25 copies of the training brochure

Task 8: Fish Rescue and Relocation

Surface water is expected to be present during construction activities; therefore, a water diversion is expected to be required. A qualified GPA biologist will monitor installation and removal of the diversion system and will perform fish rescue and relocation activities. Records will be maintained of all fish rescued and moved, including dates, methods, and location of relocation, species, and numbers of fish captured and relocated. GPA will submit records to CDFW within two weeks of the relocation activities. GPA will also submit up to two reports related to implementation of the plan during construction to CDFW. GPA assumes fish rescues and regular monitoring will be provided concurrently and will be conducted by two staff. GPA assumes that up to two days of fish rescues and two trips to the site will be required.

Deliverables: One electronic copy of up to two fish monitoring reports

Task 9: Biological Monitoring and Reporting

GPA will conduct regular compliance monitoring to ensure compliance with the environmental commitments record. GPA will monitor the tree/vegetation removal, water diversion installation and removal, best management practices (BMP), and that avoidance and minimization measures are successfully implemented. A GPA biologist will oversee delineation of environmentally sensitive areas and vegetation removal. Based on communication with the County, up to one week (five days) of daily construction monitoring will be required for initial vegetation removal (anticipated March 2021). In addition, GPA understands that additional daily construction monitoring will be required the first month (anticipated June 2021), followed by twice monthly visits thereafter for the remainder of season one (expected completion in November 2021). Based on communication with the County, GPA assumes

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up to 20 monitoring days will be required the first month of construction and up to 10 additional monitoring days for the remaining five months of construction. Monitoring visits will be conducted by one staff. GPA assumes two days of fish relocations will be conducted concurrent with the twice monthly biological monitoring visits as described in Task 8 above.

During each site visit GPA will take photographs and record the results of each monitoring visit, and the results will be summarized in monthly construction monitoring reports for the project file. GPA will coordinate with the County to correct any conditions that are out of compliance during monitoring visits. GPA will keep a detailed written record of monitoring activities for the duration of the project, including written monitoring report forms and a copy of all correspondence regarding environmental compliance.

If nesting birds or raptors are found during survey efforts, GPA will oversee installation of appropriate buffers around the nests (typically 250 feet for passerines and 500 feet for raptors) until nesting activity has ended. GPA assumes oversight will be conducted concurrently with a regularly scheduled monitoring visit. If requested, GPA will monitor active bird nests until the nest is vacated, juveniles have fledged, and there is no evidence of a second attempt at nesting. Nest monitoring visits will be conducted concurrently with the twice monthly construction monitoring visits. GPA will summarize the results of the nesting bird monitoring efforts and any subsequent coordination in the monthly construction monitoring reports.

Deliverables: One electronic copy of up to seven monitoring reports (one report for vegetation removal and up to six monthly reports for season one construction)

Task 10: Agency Reporting

Pre-construction Submittals and Notifications

GPA will coordinate with the County to complete the required pre-construction submittals and notifications to regulatory agencies as part of environmental approvals for the project, including those required by regulatory permits prior to initiating construction. Pre-construction agency notifications required in the USACE CWA Section 404 Nationwide Permit 14, RWQCB CWA Section 401 Water Quality Certification, and CDFW FGC Section 1602 SAA, may include notice of start of work, pre-construction survey reports, work awareness training logs, nest exclusion plan, fish removal and rescue plan, and other items such as final design plans. GPA will coordinate with the County to gather and/or prepare the necessary documentation and will submit the information to the agencies, as required. GPA assumes the County will provide GPA the Schedule of Work, Spill Response Plan, seed mixture, diversion plan, and any other similar documents for submittal to the regulatory agencies.

Construction Compliance Submittals and Notifications

GPA will coordinate with the County to complete the required submittals and notifications during construction. Anticipated submittals include the notification for intent to divert water/enter the stream, removal of diversion, and/or pH testing results, if necessary.

GPA will also keep a detailed written record of monitoring activities for the duration of the project, including written monitoring report forms and a copy of all correspondence regarding environmental compliance. GPA assumes the contractor will be responsible for preparing and submitting the daily water quality testing results to the regulatory agencies. GPA assumes the regulatory agencies will not require a post-season completion report at the end of season one.

Deliverables: One electronic copy of up to four required agency submittals and notifications

Task 11: Archaeological Monitoring

On-site archaeological monitoring will be conducted by InContext Cultural Resources Solutions (InContext). Prior to construction, a qualified archaeologist, meeting Caltrans PQS requirements, will monitor installation of ESA

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fence by the contractor to ensure the fencing location is correct and that there is no disturbance within the ESA and buffer. The archaeologist will discuss the ESA Action Plan during pre-construction meeting. Discussion will include the importance of the ESA area, that no construction will be authorized within the ESA, that no construction personnel will be authorized to enter the ESA, and a review of historic preservation laws regarding protection and disturbance of archaeological sites and removal of artifacts from such sites.

During construction, the archaeologist will monitor the ESA and buffer as needed to ensure the ESA Action Plan is followed. The archaeologist will complete a daily monitoring log that will document the day, times, monitor name, construction personnel, construction activity, and any findings for each day the monitor is onsite. Monitoring logs will be provided to the County, in electronic format, on a weekly basis.

Deliverables: One electronic copy of up to three monitoring log submittals (Daily monitoring logs submitted weekly)

Task 12: Revegetation Plan

Revegetation Plan

GPA will prepare an on-site Revegetation Plan for submittal to CDFW. The Revegetation Plan will include the following sections: revegetation goals and success criteria; site baseline conditions; existing site functions and values; responsible parties and financial assurances; timing; implementation plan; rationale for expecting success; site preparation (clearing and grading, non-native plant removal, soil preparation, erosion control); planting plan; irrigation plan (if applicable); and maintenance and monitoring plan. GPA will submit the draft plan for review and approval by the County and CDFW. GPA assumes up to one set of minor comments from CDFW.

Deliverables: One electronic copy of the Revegetation Plan

III. Assumptions

This scope has been prepared based on the following assumptions:

- This scope of work has been prepared based on the information provided by the County in the RFP, associated materials, and subsequent communication with the County. If the scope of work changes, GPA will provide an additional scope and cost to support this effort.
- This scope of work is based on the understanding that services will only cover season one. Any additional tasks associated with a second construction season will be provided in a separate scope and cost.
- The contractor is responsible for developing and implementing a SWPPP, including installation of all associated BMPs, and the Spill Prevention Response Plan.
- The contractor is responsible for water quality testing and monitoring and reporting.
- The contractor is responsible for lead compliance and the associated Industrial Hygienist.
- Required access to the project area necessary for surveys and monitoring will be provided as needed to complete tasks in the identified timeframe.
- Up to two pre-construction nesting bird surveys are included in this scope of work, one prior to vegetation removal and one prior to ground disturbance later in the season. If construction is delayed for 14 days or more after the pre-construction nesting bird surveys are conducted, additional surveys may be required to ensure compliance with the MBTA. If requested, GPA will provide an additional scope and cost to support this effort.
- GPA assumes coordination with CDFW will not be necessary should nesting birds be found and that coordination with the County will be sufficient for compliance with the MBTA.
- Up to two pre-construction rare plant survey site visits and up to two reference site visits, as feasible, will be

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completed. For efficiency, the local reference site visits will be conducted on the same day as the site visits. Should project analysis determine additional surveys and/or survey months are necessary, GPA will provide an additional scope and cost to support that effort.

- One field visit is anticipated to complete pre-construction general wildlife surveys and one field visit is anticipated for pre-construction frog surveys. If additional survey site visits are required based on the final construction limits or regulatory agency request, GPA will provide an additional scope of work and budget to support this effort.
- Focused or protocol-level pre-construction surveys for special-status or otherwise protected bird species will not be required and are not included in this scope of work. If requested, GPA will provide an additional scope and cost to support this effort.
- Based on the direction provided in the RFP, GPA assumes special status species will not be present during construction or during the pre-construction survey efforts.
- GPA assumes all results can be accurately reported in text and that figures/exhibits will not be required.
- GPA assumes up to five days of full time daily monitoring of vegetation removal and installation of ESA fencing (anticipated March 2021). Vegetation removal is expected to be conducted in advance of overall project initiation and will be followed by a several months long pause in work. GPA understands vegetation removal will not include ground disturbance.
- GPA understands that the ESA fencing will remain in place for the duration of season one and is not anticipated to be removed until the end of season two.
- GPA assumes full time daily monitoring for the first month (anticipated June 2021) during the installation of BMPs, water diversion, clearing and grubbing, and performing rough grading. After the first month, the inspections will be reduced to twice monthly check-ins for up to five months (up to November 2021).
- GPA assumes weekend work and/or overtime days will not be required.
- Archaeological monitoring will be required for up to 12 days with one qualified monitor. Monitoring will be conducted for up to eight hours per day, Monday through Friday, in blocks of three to five continuous days. Daily monitoring logs will be sufficient to document monitoring. Documentation for inadvertent discovery of archaeological resources is not included in this scope of work. If additional monitoring days or documents are required, GPA will provide an additional scope of work and budget to support this effort.
- GPA assumes signs of day roosting bats will not be observed and/or project activities would not risk disturbance of day roosting bats; therefore, a bat exclusion plan and/or coordination with CDFW for roosting bats will not be required.
- Agency pre-construction notifications will include one notification for each of the regulatory agencies (CDFW, RWQCB, USACE). This scope of work does not include post-construction reporting.
- GPA assumes up to one round of comments on all deliverables.
- This scope of work does not include preparation, review, or agency submittal, of the water quality monitoring plan, dewatering/diversion plan, and/or Stormwater Pollution Prevention Plan (SWPPP).
- This scope of work does not include landscape plans as part of the Revegetation Plan; if landscape plans are requested or required, GPA will provide an additional scope of work and budget to support this effort.
- This scope of work does not include acquisition of compensatory mitigation or mitigation negotiations with the regulatory agencies.

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EXHIBIT "B"

COST PROPOSAL

GPA Budget

Project: 00000775 Darrah Road Bridge, Mariposa County

Employee Type	Employee	Activity	Vendor	Units/Hours	Fee Rate	Fee Amount
Labor				**1,372.00**		**$181,787.77**
Task 1: Project Management				**60.00**		**$9,722.76**
Senior Biologist	Angela Scudiere			44.00	$128.11	$5,636.84
Senior Associate Biologist	Marieka Schrader			8.00	$202.24	$1,617.92
Principal Environmental Planner	Richard Galvin			8.00	$308.50	$2,468.00
Task 2: Environmental Committments Record				**40.00**		**$4,320.56**
Senior Biologist	Angela Scudiere			8.00	$128.11	$1,024.88
Associate Environmental Planner	Danielle Thayer			32.00	$102.99	$3,295.68
Task 3: Vegetation Removal Pre-Coordination Meeting				**36.00**		**$5,798.04**
Senior Biologist	Angela Scudiere			20.00	$128.11	$2,562.20
Senior Associate Biologist	Marieka Schrader			16.00	$202.24	$3,235.84
Task 4: Pre-Construction Surveys				**310.00**		**$44,867.24**
Task 4.1: Focused Plant Surveys				**90.00**		**$13,223.40**
Senior Biologist	Angela Scudiere			40.00	$128.11	$5,124.40
Senior Biologist	Sheri Mayta			50.00	$161.98	$8,099.00
Task 4.2: Nesting Bird Surveys				**92.00**		**$12,861.92**
Senior Biologist	Angela Scudiere			40.00	$128.11	$5,124.40
Senior Biologist	Sheri Mayta			40.00	$161.98	$6,479.20
Associate Biologist	Anastasia Shippey			12.00	$104.86	$1,258.32
Task 4.3: Wildlife Surveys				**80.00**		**$11,336.04**
Senior Biologist	Angela Scudiere			36.00	$128.11	$4,611.96
Senior Biologist	Stan Glowacki			44.00	$152.82	$6,724.08

Task 4.4: Bat Surveys		**48.00**		**$7,048.88**
Senior Biologist	Angela Scudiere	20.00	$128.11	$2,562.20
Senior Associate Biologist	Marieka Schrader	20.00	$202.24	$4,044.80
Associate Biologist	Anastasia Shippey	8.00	$104.86	$838.88
Task 5: Fish Removal and Rescue Plan		**17.00**		**$2,548.52**
Senior Biologist	Angela Scudiere	4.00	$128.11	$512.44
Senior Biologist	Stan Glowacki	12.00	$152.82	$1,833.84
Senior Associate Biologist	Marieka Schrader	1.00	$202.24	$202.24
Task 6: Nesting Bird Exclusion Plan		**48.00**		**$5,309.60**
Senior Biologist	Angela Scudiere	16.00	$128.11	$2,049.76
Associate Environmental Planner	Nicole Greenfield	16.00	$98.88	$1,582.08
Associate Biologist	Joseph Vu	16.00	$104.86	$1,677.76
Task 7: Worker Awareness Training		**38.00**		**$4,401.36**
Senior Biologist	Angela Scudiere	20.00	$128.11	$2,562.20
Senior Biologist	Jennifer Johnson	2.00	$128.54	$257.08
Associate Environmental Planner	Nicole Greenfield	16.00	$98.88	$1,582.08
Task 8: Fish Rescue and Relocation		**144.00**		**$20,048.52**
Task 8: Fish Rescues		**80.00**		**$11,336.04**
Senior Biologist	Angela Scudiere	36.00	$128.11	$4,611.96
Senior Biologist	Stan Glowacki	44.00	$152.82	$6,724.08
Task 8: Fish Rescue Reporting		**64.00**		**$8,712.48**
Senior Biologist	Angela Scudiere	16.00	$128.11	$2,049.76
Senior Biologist	Jennifer Johnson	4.00	$128.54	$514.16
Senior Biologist	Stan Glowacki	32.00	$152.82	$4,890.24
Associate Biologist	Anastasia Shippey	12.00	$104.86	$1,258.32

Task 9: Biological Monitoring and Reporting		**515.00**		**$66,021.89**
Task 9: Biological Monitoring		**369.00**		**$49,356.95**
Senior Biologist	Angela Scudiere	149.00	$128.11	$19,088.39
Senior Biologist	Sheri Mayta	32.00	$161.98	$5,183.36
Senior Biologist	Stan Glowacki	112.00	$152.82	$17,115.84
Associate Biologist	Anastasia Shippey	68.00	$104.86	$7,130.48
Associate Biologist	Joseph Vu	8.00	$104.86	$838.88
Task 9: Monitoring Reporting		**146.00**		**$16,664.94**
Senior Biologist	Angela Scudiere	42.00	$128.11	$5,380.62
Senior Biologist	Jennifer Johnson	16.00	$128.54	$2,056.64
Associate Biologist	Anastasia Shippey	44.00	$104.86	$4,613.84
Associate Biologist	Joseph Vu	44.00	$104.86	$4,613.84
Task 10: Agency Reporting		**92.00**		**$10,318.16**
Task 10: Pre-construction Submittals and Notifications		**64.00**		**$7,218.52**
Senior Biologist	Angela Scudiere	28.00	$128.11	$3,587.08
Associate Environmental Planner	Nicole Greenfield	24.00	$98.88	$2,373.12
Associate Biologist	Anastasia Shippey	12.00	$104.86	$1,258.32
Task 10: Construction Submittals and Notifications		**28.00**		**$3,099.64**
Senior Biologist	Angela Scudiere	8.00	$128.11	$1,024.88
Associate Environmental Planner	Danielle Thayer	12.00	$102.99	$1,235.88
Associate Biologist	Anastasia Shippey	8.00	$104.86	$838.88
Task 11: Archaeological Monitoring		**4.00**		**$512.44**
Senior Biologist	Angela Scudiere	4.00	$128.11	$512.44
Task 12: Revegetation Plans		**68.00**		**$7,918.68**
Senior Biologist	Angela Scudiere	20.00	$128.11	$2,562.20

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Senior Biologist	Jennifer Johnson		4.00	$128.54	$514.16
Senior Biologist	Sheri Mayta		4.00	$161.98	$647.92
Associate Biologist	Anastasia Shippey		40.00	$104.86	$4,194.40
Expense			**100.00**		**$200.00**
Expenses Task 3: Vegetation Removal Pre-Coordination Meeting			**50.00**		**$50.00**
	Expense	Supplies	50.00	$1.00	$50.00
Expenses Task 4: Pre-Construction Surveys			**25.00**		**$25.00**
	Expense	Copies/Reproductions	25.00	$1.00	$25.00
Expenses Task 7: Worker Awareness Training			**25.00**		**$125.00**
	Expense	Copies/Reproductions	25.00	$5.00	$125.00
Consultant			**1.00**		**$17,987.54**
Expenses Task 11: Archaeological Monitoring			**1.00**		**$17,987.54**
	Consultant	InContext	1.00	$17,987.54	$17,987.54
			1,473.00		**$199,975.31**

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on February 18, 2021, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on December 31,2023, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal.

C. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

F. Progress payments will be made monthly in arrears based on services provided and actual costs incurred.

G. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

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

I. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule, no payment will be made until the deliverable has been satisfactorily completed.

J. The total amount payable by LOCAL AGENCY resulting from this AGREEMENT shall not exceed $199,976. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements,

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Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to

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the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

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ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

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2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the

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Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

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3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

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1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

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C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/18/2021

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

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

PRODUCER
Baker, Romero & Associates Insurance Brokers, Inc.
750 Terrado Plaza #238
Covina, CA 91723
License #: 0G22790

CONTACT NAME: Christine R Sousa
PHONE (A/C, No, Ext): (626)332-2258 FAX (A/C, No): (626)339-9921
E-MAIL ADDRESS: christine@bakerromero.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRAVELERS PROPERTY CASUALTY CO. OF AMERICA	25674
INSURER B: State Compensation Insurance Fund	NR
INSURER C: Continental Casualty Co.	20443
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Galvin Preservation Associates Inc.
DBA GPA Consulting
201 Nevada Street, Suite B
El Segundo, CA 90245

COVERAGES CERTIFICATE NUMBER: 00002920-13859376 REVISION NUMBER: 788

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	Y	Y	680-4H777478-20-47	03/14/2020	03/14/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Employee Bene	$ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO	Y	Y	BA-5F994222-20-GRP	03/14/2020	03/14/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	CUP-0J605520-20-47	03/14/2020	03/14/2021	EACH OCCURRENCE	$ 7,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 7,000,000
	X DED RETENTION $ 10000						Prod/Co Ops	$ 7,000,000
B	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		Y	9114062-20	03/14/2020	03/14/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Prof. Liab. $15K Ded			EEH288371840	03/14/2020	03/14/2021	$5M Per Claim	retro: 3/20/12
C	Pollution, $15K Ded			EEH288371840	03/14/2020	03/14/2021	Aggregate	$5,000,000

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

A.M. Best Ratings: Travelers Property Casualty Company of America (A++ XV); Continental Casualty Company (A XV); State Compensation Insurance Fund (Not Rated); Project: Darrah Road Bridge. The County of Mariposa Public Works, its officers, officials, employees and volunteers are Named Additional Insured(s) as respects liabilities arising out of work or operations performed by or on behalf of the Contractors. This insurance is Primary and Non-Contributory with any insurance of the County. The following applies to the Named Additional Insured/ Certificate Holder:

CERTIFICATE HOLDER

County of Mariposa Public Works
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
Christine R Sousa (CRS)

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Printed by CRS on February 18, 2021 at 11:58AM

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

AGENCY CUSTOMER ID: 00002920
LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Baker, Romero & Associates Insurance Brokers, Inc.	Galvin Preservation Associates Inc. DBA GPA Consulting
POLICY NUMBER N/A	
CARRIER Multiple Carriers / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Blanket Additional Insured CGD3810915; Coverage Xtend Endorsement CGD3790219; Aggregate Limit Per Project CGD4690219; Products/Completed Ops Endt. CGD3090219; 30 Day Notice of Cancellation ILT4001209; Auto Coverage Plus Endorsement CAT4200215; Auto Blanket Additional Insured Primary and Non-Contributory CAT4740216; Schedule of Underlying EU00030818; Waiver of Rights UM04880708; Worker's Compensation Blanket Waiver of Subrogation SCIF Form 10217. Coverage shall not be canceled, non-renewed or materially altered except after thirty (30) days prior written notice has been given.

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Policy Number: 680-4H777478-20-47

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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Policy Number: 680-4H777478-20-47

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

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. 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. Non-Owned Watercraft – 75 Feet Long Or Less
B. Who Is An Insured – Unnamed Subsidiaries
C. Who Is An Insured – Retired Partners, Members, Directors And Employees
D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
F. Blanket Additional Insured – Controlling Interest
G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
J. Incidental Medical Malpractice
K. Medical Payments – Increased Limit
L. Amendment Of Excess Insurance Condition – Professional Liability
M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement
N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

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) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED:**

   e. 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:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "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.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED:**

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   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 organization, if you report such organization in writing to us within 180 days after you acquire or form it;

   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

   For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

   a. A limited liability company;

   b. An organization other than a partnership, joint venture or limited liability company; or

   c. A trust;

   as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED:**

   Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

   a. Such financial control; or

   b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

   The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTIO N II – WHO IS AN INSURED:**

   This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. **BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. **BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. **INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of 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 do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" 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.

3. The following replaces the last sentence of 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 providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the 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 the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

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 "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. **MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 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 in the Declarations of this Coverage Part for Medical Expense Limit.

L. **AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. **BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written 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" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

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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POLICY NUMBER: 680-4R777478-20-47

COMMERCIAL GENERAL LIABILITY
ISSUE DATE:11/13/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE	
Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	$ 10,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	$ 2,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	$ 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	$ 2,000,000

Designated Projects:
Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:
All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph 1. of SECTION III – LIMITS OF INSURANCE:
   1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
      a. Insureds;
      b. Claims made or "suits" brought;

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c. Persons or organizations making claims or bringing "suits"; or

d. "Projects" or "locations".

3. The following replaces Paragraph 2. of SECTION III – LIMITS OF INSURANCE:

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

(1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Damages under Coverage B; and

(3) Medical expenses under Coverage C.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Project Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage C for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

(3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

(4) The Designated Project Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Location Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage C for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

(3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

(4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in

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Paragraph 2.d. below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

d. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The General Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and

(b) Damages under Coverage B.

(2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

(3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph 3. of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

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Policy Number: 680-4H777478-20-47

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces Paragraph b.(3) of the definition of "products-completed operations hazard" in the **DEFINITIONS** Section:

(3) Products or operations for which the classification, listed in the Declarations, in a policy Schedule or in our manual of rules, states that the products-completed operations are subject to the General Aggregate Limit.

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POLICY NUMBER: 680-4R777478-20-47 ISSUE DATE: 11/13/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	**Number of Days Notice of Cancellation:**	**30**
NONRENEWAL:	**Number of Days Notice of Nonrenewal:**	**30**

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Policy Number: BA-5F994222-20-GRP

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS 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. BLANKET ADDITIONAL INSURED
B. EMPLOYEE HIRED AUTO
C. EMPLOYEES AS INSURED
D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
E. TRAILERS – INCREASED LOAD CAPACITY
F. HIRED AUTO PHYSICAL DAMAGE
G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT
I. WAIVER OF DEDUCTIBLE – GLASS
J. PERSONAL PROPERTY
K. AIRBAGS
L. AUTO LOAN LEASE GAP
M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph 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.

B. 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 a covered "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 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".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. 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 traffic law 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.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

   (a) $50,000;

   (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

   (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

   (a) Any "auto" that is hired, rented or borrowed with a driver; or

   (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. 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.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. 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.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

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 only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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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. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

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 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.

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Policy Number: BA-5F994222-20-GRP

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:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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 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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POLICY NUMBER: CUP-0J605520-20-47

UMBRELLA
ISSUE DATE: 11/13/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Employers Liability

Carrier: STATE COMPENSATION INSURANCE FUND

Policy Number: 9114062-15

Policy Period

From: 03/14/2020

to: 03/14/2021

Limits Of Liability	
Bodily Injury By Accident Each Accident	$1,000,000
Bodily Injury By Disease Policy Limit	$1,000,000
Bodily Injury By Disease Each Employee	$1,000,000

Automobile Liability

Carrier: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number: BA-5F994222-20

Policy Period

From: 03/14/2020

to: 03/14/2021

Limits Of Liability	
Bodily Injury And Property Damage Combined Single Limit	$1,000,000

Employee Benefits Liability

Carrier: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number: 680-004H777478-20

Policy Period

From: 03/14/2020

to: 03/14/2021

Limits Of Liability	
Each Employee	$1,000,000
Aggregate	$1,000,000

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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POLICY NUMBER: CUP-0J605520-20-47

UMBRELLA
ISSUE DATE: 11/13/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Commercial General Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	General Aggregate	$2,000,000
	Products-Completed Operations Aggregate	$2,000,000
Policy Number 680-004H777478-20		
Policy Period	Personal and Advertising Injury	$1,000,000
From: 03/14/2020		
to: 03/14/2021	Each Occurrence	$1,000,000

	Limits Of Liability
Carrier	
Policy Number	
Policy Period	
From:	
to:	

	Limits Of Liability
Carrier	
Policy Number	
Policy Period	
From:	
to:	

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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POLICY NUMBER: CUP-0J605520-20-47 ISSUE DATE: 11/13/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice of Cancellation:	30
NONRENEWAL:	Number of Days Notice of Nonrenewal:	30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Policy Number: CUP-J605520-20-47

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.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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ENDORSEMENT AGREEMENT

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

WAIVER OF SUBROGATION
BLANKET BASIS

9114062-20
RENEWAL
SC
7-10-60-68
PAGE 1 OF 1

EFFECTIVE MARCH 14, 2020 AT 12.01 A.M.
AND EXPIRING MARCH 14, 2021 AT 12.01 A.M.

GPA CONSULTING
201 NEVADA ST UNIT B
EL SEGUNDO, CA 90245

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JANUARY 31, 2020

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

SCIF FORM 10217 (REV.4-2018)

2572
OLD 09 217

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-271

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Authorize Public Works Director to Waive the Encroachment Fee of $150 for the Annual Farmers Market

---

RECOMMENDATION AND JUSTIFICATION:
Authorize the Public Works and Transportation Director to Waive the Encroachment Permit Fee of $150 for the Annual Farmers Market.

The Farmers Market begins May 18, 2022 through October 26, 2022 from 5:00 pm to 6:30 pm every Wednesday in the parking lot of 5029 Stroming Road.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has waived Encroachment Fees for this event in the past. The local farmers market is beneficial to the residents of Mariposa to have fresh quality food to purchase from our local growers as well as a place for our non-profits, health department and other organizations to share knowledge with our community to promote healthy eating and lifestyle activities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the farmers market will not take place.

ATTACHMENTS:
Ap - Ag Dept(PDF)
encroachment permit22 (PDF)
Letter to Board22 (PDF)
Insurance (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

cdfa CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
CERTIFIED FARMERS' MARKET INSPECTION PROGRAM
51-047 (Rev 1/15)

DISTRIBUTION:
Original - Ag. Commissioner
Copy - CDFA
Copy - Applicant

APPLICATION/CERTIFICATE FOR CERTIFIED FARMERS' MARKET

TYPE OR PRINT

OPERATOR IS (CHECK ONE)

○ Certified Producer(s) ○ Local Government Agency ◉ Nonprofit Organization

NAME OF OPERATOR	Alliance for Community Transformations	BUSINESS PHONE	209-742-6546
MAILING ADDRESS	PO Box 2075	CELL PHONE	
CITY	Mariposa ZIP 95338	FAX NUMBER	
PHYSICAL ADDRESS	5174 Hwy 140	WEBSITE	https://alliance4community.org/
CITY	Mariposa ZIP 95338	EMAIL ADDRESS	alison@alliance4you.org

MARKET NAME	Mariposa Certified Farmers' Market	BUSINESS PHONE	209-742-6592
MAILING ADDRESS	4944 Owens Creek Road	CELL PHONE	(201)602-5879
CITY	Catheys Valley ZIP ~~95338~~ 95300	FAX NUMBER	
MARKET MANAGER NAME	Lauren Schottenfield-Gilken	EMAIL ADDRESS	mariposafarmersmarket@gmail.com

OPERATIONAL INFORMATION Note: Operational location, days and hours are only valid as approved on this certificate

MARKET LOCATION (Include City and Cross Streets)	Stroming Road/ 6th Street				
		CITY	Mariposa	ZIP 95338	COUNTY Mariposa
MONTHS	May 18, 2022	TO	October 26, 2022	DAYS	Wednesday
HOURS	5:00 PM	TO	6:30 PM	EST. # OF VENDORS PER MARKET DAY	12

As the applicant, I hereby certify that the information provided on this application is true and that the Certified Farmers' Market will be operated in compliance with the Direct Marketing regulations as provided in Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5 of the California Code of Regulations.

PRINTED NAME Lauren Schottenfield-Gilken CHECK ONE: ○ APPLICANT ◉ APPLICANT REPRESENTATIVE

SIGNATURE _____ DATE 04/01/2022

FOR OFFICIAL USE ONLY

☒ Approved ☐ Disapproved Issue Date: 04/01/2022 Exp. Date 11/01/2022

Certificate Number 22-22004

Approving Officer's Signature	Title	Date
Monica Nielsen	Agricultural Commissioner	04/01/2022

If not approved, state reasons: _____

Map of Certified Farmers' Market location must accompany application. The map shall clearly delineate the boundaries of the agricultural and non-agricultural products areas.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 4/7/2022

BUILDING PERMIT: _____

GENTLEMEN:

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON _____ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY).

1. ____ DRIVEWAY
____ ROAD CROSSING
____ WATER PIPE, CULVERT, ETC.
____ LDA ROAD

2. ____NEW BUILDING/HOME
____REMODEL EXISTING
____NEW MAILBOX
__X__OTHER (EXPLAIN BELOW)
Farmers market

3. DRIVING INSTRUCTION FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

Right turn from 140 onto 16th Street, then left onto Stroming Road at the bottom of the hill. The parking lot is on the left, next to the Yosemite Admin Building

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

5. ASSESSOR'S PARCEL NUMBER: 013-130-025

6. ADDRESS OF PARCEL: 5029 Stroming Road - parking lot

APPLICANT IS **REQUIRED** TO STAKE THE ENCROACHMENT WITH THE **PINK CARD** PROVIDED AND/OR NEW MAILBOX LOCATION WITH THE **GREEN CARD** PROVIDED.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO._____

DATE ISSUED_____

_____
OWNERS NAME (Please print)

_____
SIGNATURE OF OWNER/APPLICANT

_____
OWNERS MAILING ADDRESS

_____
CITY STATE ZIP

_____
PHONE NUMBER

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Mariposa Certified Farmers Market
May 2022 through October 2022



Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

To: Mariposa County Board of Supervisors April 6, 2022

Dear Board,

On behalf of the Mariposa Certified Farmers' Market, I am requesting that you please waive the fee for the use of the parking lot at 5029 Stroming Road in Mariposa for the use of our farmers' market.

We feel that having a local farmers market is beneficial to our family, friends and guests visiting the area. It also is a great source of support for our local economy as most vendors are either from Mariposa, Merced or Madera counties. To have fresh, local, quality food to purchase is a huge plus for our community and so many customers look forward to the return of the market every year. The market is also a great place for our local non-profits, health department and other organizations to share their knowledge with our community.

Thank you very much for your consideration,

Lauren Glikin
Mariposa Certified Farmers Market Manager
mariposafarmersmarket@gmail.com

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/14/2022

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

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

PRODUCER	**CONTACT NAME:** Certificate Department
Mindful Insurance Solutions, Inc	**PHONE (A/C, No, Ext):** 877-233-4437 Ext. 5 **FAX (A/C, No):**
2043 Anderson RD	**E-MAIL ADDRESS:** certificates@mindfulins.com
Suite C	
Davis CA 95616	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Companies	23850
INSURER B : Service American Indemnity Company	39152
INSURER C : Lloyds Of London	15792
INSURER D : Travelers Casualty and Surety Company of America (Crime Wra	31194
INSURER E :	
INSURER F :	

INSURED

Alliance for Community Transformations
PO Box 2075
Mariposa CA 95338

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		PHPK2294214	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ☒ HIRED AUTOS	Y		PHPK2294214	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y		PHUB774759	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SATIS0338701	7/17/2021	7/17/2022	☒ 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 $ 1,000,000
C	Cyber	Y		ESJ0031758805	6/1/2021	6/1/2022	Limit: $ 2,000,000	
D	Employee Fidelity			105734268	1/19/2022	1/19/2023	Limit: $ 1,275,000	

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

RE: Farmers Marketing
5029 Stroming Rd
Mariposa, CA 95338
May 2022 - October 2022
Wednesday from 3:30 - 7:00

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-272

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Amendment to Network Communications International Corp. (NCIC) Inmate Telephone Service Agreement

---

RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to an Agreement for Inmate Telephone Service with NCIC to Install and Maintain an Inmate Communication Operating System; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This amendment is for an updated Exhibit A- Rate Fees and Commissions. This rate change is due to a ruling by the Public Utilities Commission lowering Mariposa County Adult Detention Facilities commission rates.

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.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
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)
NCIC_MariposaCA_FirsAmendment_11.3.2021 (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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).

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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:

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

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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

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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

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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

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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

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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

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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

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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

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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.

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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

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ATTACHMENT A
RATES, FEES AND COMMISSIONS

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:_____

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EXHIBIT A
FIRST AMENDMENT TO THE MARIPOSA COUNTY, CALIFORNIA INMATE COMMUNICATIONS SERVICE SUBSCRIBER AGREEMENT

This First Amendment ("First Amendment") has an effective date of November 1, 2021 ("First Amendment Effective Date") between Mariposa County Sheriff's Office ("Subscriber"), and Network Communications International Corporation, a Texas Corporation, doing business as NCIC Inmate Communications ("Provider"), with a principal place of business at 607 East Whaley Street, Longview, TX 75601.

WHEREAS On September 01, 2021, Subscriber and Provider entered into an Inmate Communications Service Subscriber Agreement ("Agreement') under which NCIC agreed to install and operate an Inmate Telephone System, Video Visitation System, Tablets and related equipment at Subscriber's Facility, and;

WHEREAS Subscriber and Provider are required to adhere to certain regulations regarding Incarcerated Persons Calling Services ("IPCS") within the State of California as set forth by the California Public Utilities Commission (CPUC), including calling rates and ancillary fees.

Subscriber and Provider desire to amend the Agreement as follows:

1. **ATTACHMENT A – RATES, FEES AND COMMISSIONS of the Agreement is hereby deleted in its entirety and replaced with the following:**

ATTACHMENT A
RATES, FEES AND COMMISSIONS

CALL TYPE	PREPAID COLLECT		INMATE DEBIT	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
LOCAL	$0.00	$0.07	$0.00	$0.07
INTRALATA / INTRASTATE	$0.00	$0.07	$0.00	$0.07
INTERLATA / INTRASTATE	$0.00	$0.07	$0.00	$0.07
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
CUBA	$0.00	$0.99	$0.00	$0.99
COMMISSION AMOUNT:	Ten Percent (10%) 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)

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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:	$0.00
AUTOMATED OPERATOR TRANSACTION FEE:	$0.00
WEB TRANSACTION FEE:	$0.00

Calling Rates for Incarcerated Persons Calling Services (ICPS) at Subscriber's facility were revised in accordance with the CPUC's requirements effective October 7th, 2021. The Parties agree that in the event that the CPUC allows for ICPS rates of more than $0.07/Minute for Local and In-State calls, the Parties will negotiate in good faith towards reinstating a commercially feasible contractual revenue-share for Inmate Telephone Service.

Except as set forth in this First Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed.

IN WITNESS WHEREOF, and intending to be bound as of this First Amendment Effective Date, each of the Parties has caused this First Amendment to be signed by its duly authorized representatives on the date(s) shown below.

SUBSCRIBER	PROVIDER
_____	_____
Signature	Signature
_____	William L. Pope
Print Name	Print Name
_____	President
Title	Title
_____	_____
Date	Date

Countersigned:

_____

Approved as to Legal Form:

_____

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-273

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Voting System Replacement Funding

RECOMMENDATION AND JUSTIFICATION:
Approve the Second Amendment to an Agreement with the State of California for "Voting System Replacement Contract 2019" Extending the Date to December 31, 2024, for the Purchase of New Voting Equipment; and Authorize the County Clerk to Sign the Second Amendment per State Requirements.

On April 2, 2019 the Board of Supervisors approved an agreement with the State of California in the amount of $207,000 for voting system replacement (res. no. 2019-175). The State subsequently made additional funding available, dropped the matching fund requirement for counties with less than 50 precincts, increased the funding to $423,797 and extended the date to 6/30/2022. The Board of Supervisors approved the 1st amendment (res. no 2019-698). The current agreement funded the lease of our current voting system.

The County Clerk is requesting to sign this agreement per State requirement.

This second amendment extends the agreement date to 12/31/2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved grant funding for voting system upgrades.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving the amendment would require the county to amend the current voting system contract in order to claim the remaining funds by June 30th.

FINANCIAL IMPACT:
None

ATTACHMENTS:
18-22_a2_-_Mariposa_County_Std_213 (PDF)
Agreement_2019-698 (PDF)
Agreement_2019-175 (PDF)

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

DocuSign Envelope ID: 617FD032-CC5E-4159-B003-BD4873E45606

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: 0890-18G30122A2

F.3

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
18G30122	2	SOS-0890

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTOR NAME
Mariposa County

2. The term of this Agreement is:

START DATE
February 1, 2019

THROUGH END DATE
December 31, 2024

3. The maximum amount of this Agreement after this Amendment is:
$423,797.40; Four Hundred Twenty-Three Thousand Seven Hundred Ninety-Seven Dollars and Forty Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The Contract by and between the Secretary of State and Mariposa County is hereby amended as follows:
1. The term of this agreement is hereby extended to December 31, 2024.
2. Exhibit B, Paragraph 7 Retroactive Payments – Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015, and before December 31, 2024.
3. Any unused remaining funds previously identified in Exhibit B-1 will be paid out of FY21/22 or FY22/23 depending on approved funding allocation.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Mariposa County

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box 247	Mariposa	CA	9533

PRINTED NAME OF PERSON SIGNING	TITLE
Keith M. Williams	County Clerk

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1500 11th Street	Sacramento	CA	9581

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2019-698

MEETING: December 10, 2019

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Voting System Replacement Funding

RECOMMENDATION AND JUSTIFICATION:
Approve an Amendment to the Agreement with the State of California for "Voting System Replacement Contract 2018" Increasing the Amount by $216,797 to Purchase New Voting Equipment; and Authorize the Board of Supervisors Chair to Sign the Amended Agreement.

On April 2, 2019 the Board of Supervisors approved an agreement with the State of California in the amount of $207,000 for voting system replacement (res. no. 2019-175). The State has subsequently made additional funding available and dropped the matching fund requirement for counties with less than 50 precincts. Mariposa County qualifies for the new funding with no matching funds requirement.

Budget adjustments will be made at mid-year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved grant funding for voting system upgrades.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement and continue to match the state funds for the system upgrade.

FINANCIAL IMPACT:
FY 19/20 budget adjustments will be relflected at mid-year.

ATTACHMENTS:
SOS Amended Agreement (PDF)
SOS Original Agreement (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

F.3

RES. NO. 19-0110

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
18G30122	01
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and Contractor named below:
   STATE AGENCY'S NAME
   Secretary of State
   CONTRACTOR'S NAME
   Mariposa County
2. The term of this Agreement is: February 1, 2019, or upon approval by Dept. of General Services, if required, whichever is later through June 30, 2022
3. The maximum amount of this Agreement after this amendment is: **$ 423,797.40**
   Four hundred twenty-three thousand seven hundred ninety-seven dollars and forty cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
   1. The amount of the Agreement is hereby increased by $ 216,797.40 and shall not exceed $ 423,797.40, which includes $ 9,797.40 for election management system (EMS) specific funds.
   2. The term of the Agreement is hereby extended through June 30, 2022.
   3. Exhibit A – Scope of Work, Section E. Use of Funds. Item 9., is hereby added to the Agreement, as stated below:
      9. The replacement or enhancement of a county Election Management System (EMS), used by the county to track voter registration or voter preference, including for example, a voter's vote-by-mail status. This shall not include maintenance and operations (M&O) expenses.
   4. Exhibit B – Budget Detail and Payment Provisions, Item 7. Retroactive Payments, is hereby replaced in its entirety, as stated below:
      7. <u>Retroactive Payments</u>
      Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015 and before June 30, 2022.
   5. Exhibit D – Special Terms and Conditions, Section A. Auditing, Item 1., is hereby by replaced in its entirety, as stated below:
      1. Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – Scope of Work, Section E – Use of Funds as follows:
      a. Counties with 50 or fewer precincts will require no match of funds.
      b. Counties with 51 or more precincts will require 3:1 or 75%:25% match of funds.
   6. Exhibit B-1 – Funding Detail, is hereby added to the Agreement and attached hereto.

   Except as stated herein, all other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
Mariposa County

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*: Dec 12 2019

PRINTED NAME AND TITLE OF PERSON SIGNING
Miles Menetrey, Board Chair

ADDRESS
P.O. Box 247
Mariposa , CA 95338

STATE OF CALIFORNIA

AGENCY NAME
Secretary of State

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*: 1/2/20

PRINTED NAME AND TITLE OF PERSON SIGNING
Cindy Halverstadt, Chief, Management Services Division

ADDRESS
1500 11th Street, Sacramento, CA 95814

CALIFORNIA
Department of General Services
Use Only

APPROVED
JAN – 8 2020
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

☐ APPROVED AS TO FORM:
STEVEN W. DAHLE
COUNTY COUNSEL

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

EXHIBIT B-1
(Standard Agreement)

FUNDING DETAIL

The allotted contract amount with both fiscal year (FY) allotments are not to exceed a total contract budget of **$ 423,797.40** as shown in the table below:

Total Budget	
FY 18/19 – Existing Contract Amount for replacement/upgrade to County voting systems	$ 207,000.00
FY 19/20 – Additional Funding for replacement/upgrade to County voting systems	$ 207,000.00
FY 19/20 – Additional funding specifically for election management system (EMS) replacement	$ 9,797.40
New Contract Amount	**$ 423,797.40**

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk

RESOLUTION - ACTION REQUESTED 2019-175

MEETING: April 2, 2019

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Voting System Replacement Funding

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with the State of California for "Voting System Replacement Contract 2018" ($207,000) to Purchase New Voting Equipment, and Authorize the Board of Supervisors Chair to Sign the Agreement

Assembly Bill 1824 passed by the State of California in 2018 provided each County funds to replace out dated voting system. On August 28, 2018 the Board of Supervisors approved the purchase of a new voting system for County elections (Res. 2018-426). The budget action for that item included anticipated funding from the State. This agreement will start the process to claim the funds. Funding was included in the 2018-19 budget.

The Board anticipated this agreement with the passage of Resolution 2018-426.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved grant finding for voting system upgrades.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement and pay for the system upgrade with County funds.

FINANCIAL IMPACT:
FY 18/19 activity associated with this agreement was budgeted by a budget action attached to Board Resolution 2018-426. Future activity associated with this agreement will need to be budgeted in future fiscal years.

ATTACHMENTS:
SOS Voting Systems Replacement Agreement (PDF)
4-2-19 Staff Report (DOCX)

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Resolution - Action Requested 2019-175

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Rosemarie Smallcombe, Merlin Jones, Marshall Long, Miles Menetrey
EXCUSED: Kevin Cann

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

RES. NO. 19

F.3

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
18G30122	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTOR NAME
Mariposa County

2. The term of this Agreement is:

START DATE
February 1, 2019 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE
June 30, 2021

3. The maximum amount of this Agreement is:
$ 207,000.00
Two hundred seven thousand Dollars and Zero Cents

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4 pages
Exhibit B	Budget Detail and Payment Provisions	3 pages
Exhibit C *	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	2 pages
Exhibit E	Additional Provisions	2 pages
Exhibit F	County Resolution	2 pages
Exhibit G	Contractor Voting System Replacement Activity Report	1 pages

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

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Mariposa County

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box 247	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE
Miles Menetrey, Board Chair	

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
MS Menetrey	April 3 2019

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1500 11th Street	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Cindy Halverstadt	Chief, Management Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
Cindy Halverstadt	5/7/19

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

APPROVED
MAY 15 2019
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

APPROVED AS TO FORM:
Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "Voting System Replacement Contract 2018."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the counties within the state of California, as appropriated by Assembly Bill 1824, Chapter 38 (Stats.2018), (Voting System Replacement Contracts), pursuant to California Elections Code sections 19400 and 19402, administered by the Secretary of State, with state funds to reimburse counties for voting system replacement activities subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. Counties who receive the reimbursement of funds under this agreement are subject to the following:

1. Counties may seek reimbursement for payments made pursuant to a purchase agreement, lease agreement, or other contract made after April 29, 2015.

2. The funded activities must belong to one or more of the categories outlined below in Section E – USE OF FUNDS.

3. If a county uses funding provided to it for activities described below in Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.

4. Any voting system purchased or leased by a county for which the county seeks reimbursement from the Secretary of State pursuant to this Agreement and that does not require a voter to directly mark a ballot, must produce a paper version or representation of the voted ballot or of all of the ballots cast on a unit of the voting system. The paper version shall not be provided to the voter but shall be retained by elections officials for use during the one percent manual tally described in Elections Code Section 15360, or any recount, audit, or contest.

C. PROJECT CONTACTS

The program representatives during the term of Agreement will be:

a. For County: **Keith Williams (209) 966-2007**
b. For State: **Kathyrn Chaney (916) 695-1657**

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

EXHIBIT A
(Standard Agreement)

D. MATCHING FUNDS

Counties may seek reimbursement where the county has spent matching county funds on voting systems replacement activities on a dollar-for-dollar basis, up to the maximum amount of funds allocated for the contract. Matching funds may also include federal funds such as Help America Vote Act (HAVA). **State funds**, such as Voting Modernization Bond Act of 2002 (VMB) **may not** be used as matching funds.

E. USE OF FUNDS

Any Voting Systems Replacement Contract 2018 funds received pursuant to this program shall be used by County only for one or more of the following purposes:

1. New voting systems that have been certified or conditionally approved pursuant to the California Voting Systems Standards (CVSS).

2. Electronic poll books certified by the Secretary of State.

3. Ballot on demand systems certified by the Secretary of State.

4. Vote by mail ballot drop boxes that comply with any applicable regulations adopted by the Secretary of State, including California Code of Regulations (CCR) Title 2, Division 7, Chapter 3, sections 20130-20138.

5. Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.

6. Telecommunication technologies to facilitate electronic connection, for the purpose of voter registration, between polling places, vote centers, and the office of the county elections official or the Secretary of State's office.

7. Vote by mail ballot sorting and processing equipment.

8. Research and development of a new voting system using only nonproprietary software and firmware with disclosed source code that have not been certified or conditionally approved by the Secretary of State, but that would result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards, in addition to the following:
    - Manufacturing of the minimum number of voting system units reasonably necessary for either of the following purposes:
        - Testing and seeking administrative approval for the voting system pursuant to Section 19210 to 19214, inclusive.
        - Testing and demonstrating the capabilities of the voting system in a pilot program pursuant to paragraph (2) of subdivision (b) and subdivision (c) of Section 19209.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

EXHIBIT A
(Standard Agreement)

F. County shall not submit any claim for payment or reimbursement and shall not be entitled to receive payment or reimbursement from State of Voting System Replacement Contract 2018 funds for:

1. The cost of purchasing any motored vehicle;
2. The cost of leasing for more than thirty (30) days of any motored vehicle;
3. The cost of purchasing any real property;
4. The cost of leasing any real property;
5. The cost of promotional items and memorabilia;
6. General purpose equipment, including but not limited to, office equipment and furnishings; modular furniture; telephone networks and component parts that are not for the explicit use of facilitating electronic connections as defined above in Section E – USE OF FUNDS, #6 of this document; and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system;
7. General office supplies;
8. Any indirect rate or overhead costs distributed to county administrative support services.

G. DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING

If a county elections officials disposes of voting systems or voting equipment purchased with Voting System Replacement Contract funding:

1. No pre-approval or permission is required by the Secretary of State.
2. Sales should conform to county purchasing procedures. If those do not exist, counties should rely on the State Administrative Manual (SAM Chapter 8600).
3. A solid audit trail should be maintained and include the following:
   a. All information relevant to valuation.
   b. Documentation relevant to the source of funding used for the original purchase of the equipment being sold or disposed of.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

EXHIBIT A
(Standard Agreement)

c. Information relevant to the actual sale or disposition, including the date, amount of the actual sale, which equipment was involved (description and inventory numbers) and receipts.

4. Prior to disposing or selling of any voting system or portion thereof, ensure the equipment is formatted so there is no software or firmware remaining on the equipment. All equipment should be taken back to a condition where it is solely a non-functioning piece of hardware.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

Invoices may be submitted via email to AccountsPayable@sos.ca.gov. Please contact Accounts Payable at (916) 653-9165 for any further questions regarding invoices.

2. Budget Contingency Clause

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

B. If funding for any fiscal year is reduced or deleted by the Budget Act or a Voting System Replacement Contract Spending Plan amendment for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Failure to Properly Claim Maximum Amount of Voting System Replacement Contract Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims, which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

5. Basis of Claims

Subject to the provisions of Paragraph #9 below, all claims for Voting System Contract Replacement Funds under this program must be based on invoices submitted by the County. All invoices or Agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

EXHIBIT B
(Standard Agreement)

6. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this Program. Such criteria shall include requirements that all claims:

A. Contain a face sheet that summarizes each expenditure made by the categories set forth in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS;

B. Include the total amount of the claim;

C. Identify whether additional claims are expected to be submitted;

D. Include the hourly charge of any contractor for which a claim is made for their time;

E. Include signed Contractor Activity Reports, please see sample, which is Exhibit G - CONTRACTOR VOTING SYSTEM REPLACEMENT ACTIVITY REPORT, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from Voting System Replacement Contract funds are required to submit timesheets for any work paid for as time and materials); and

F. Include a copy of the contract, if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

7. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015, and before June 30, 2021.

8. Payments of Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim. Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

9. Deadline for Submitting Claims

The deadline for submitting any claim under this program is 30 (thirty) days after the expiration date of this Agreement.

10. Multiple Claims

County can submit multiple claims for Voting Systems Replacement funds authorized above, within the aggregate limit established for County.

11. Documentation to be Submitted

A. Each claim shall include a cover page that identifies the activity or service in Exhibit A – SCOPE OF WORK and a summary sheet that includes the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all documentation of the payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

EXHIBIT B
(Standard Agreement)

B. The county shall certify to the Secretary of State the source and amount of match funding, including supporting documentation of the source of funding such as a statement of account.

C. If applicable, approval by the County Board of Supervisors, along with the appropriate County Resolution will be required.

12. Order of Processing

Claims shall be processed by the Secretary of State in order of receipt.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, on a dollar-for-dollar basis, up to a maximum amount of funds allocated for the contract, as allocated per county.

2. County shall maintain records in a manner that:

   a. Accurately reflects fiscal transactions with necessary controls and safeguards;

   b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);

   c. Provides accounting data so the costs can readily be determined throughout Agreement period;

   d. Accurately records and tracks the disposition of all equipment and sensitive property in compliance with 41 CFR 105-71 and the California State Administrative Manual.

3. Records shall be maintained for three (3) years after termination of this Agreement and for at least one (1) year following any audit or final disposition of any disputed audit finding.

4. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.

5. County shall permit periodic site visits by the Secretary of State, or the Secretary of State's designee or designees, to determine if any Voting System Replacement Contract funds are being used or have been used in compliance with this Agreement and all applicable laws.

B. GENERAL PROVISIONS

1. Voting System Replacement Contract funds can only be used for the purposes for which the Voting System Replacement Contract funds are made.

2. No portion of any Voting System Replacement Contract funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E – Additional Provisions, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office.

3. Proceeds received by the County for the sale of equipment or sensitive property originally purchased by funds shall be deposited in an interest-bearing account and used in accordance with procedures outlined in Exhibit A – SCOPE OF WORK, Section G - DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING. Such sales shall be reported in writing to the Secretary of State within 30 days of completion. Interest earned on funds shall be reported to the Secretary of State within 90 days of the close of each fiscal year. Upon expenditure of these funds and interest earned, County will report such

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

EXHIBIT D
(Standard Agreement)

expenditure to the Secretary of State, along with documentation of such expenditure, including invoices, agreements or other documentation.

4. Funds not claimed by County within thirty (30) days of the end date of this contract, or any funds claimed by a county that are not approved for use by the Secretary of State within one hundred eighty (180) days of the end date of this contract, shall revert to the Secretary of State.

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

6. This Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner.

7. County warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

8. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County.

9. If a county uses funding provided to it for activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1) No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

2) No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

3) No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

4) No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

5) The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

6) No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

7) No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

EXHIBIT E
(Standard Agreement)

8) No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

9) No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

10) An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

11) Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed in Exhibit A – SCOPE OF WORK.

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

EXHIBIT F

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk

RESOLUTION - ACTION REQUESTED 2019-175

MEETING: April 2, 2019

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Voting System Replacement Funding

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with the State of California for "Voting System Replacement Contract 2018" ($207,000) to Purchase New Voting Equipment, and Authorize the Board of Supervisors Chair to Sign the Agreement

Assembly Bill 1824 passed by the State of California in 2018 provided each County funds to replace out dated voting system. On August 28, 2018 the Board of Supervisors approved the purchase of a new voting system for County elections (Res. 2018-426). The budget action for that item included anticipated funding from the State. This agreement will start the process to claim the funds. Funding was included in the 2018-19 budget.

The Board anticipated this agreement with the passage of Resolution 2018-426.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved grant finding for voting system upgrades.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement and pay for the system upgrade with County funds.

FINANCIAL IMPACT:
FY 18/19 activity associated with this agreement was budgeted by a budget action attached to Board Resolution 2018-426. Future activity associated with this agreement will need to be budgeted in future fiscal years.

ATTACHMENTS:
SOS Voting Systems Replacement Agreement (PDF)
4-2-19 Staff Report (DOCX)

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

EXHIBIT F

Resolution - Action Requested 2019-175

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Rosemarie Smallcombe, Merlin Jones, Marshall Long, Miles Menetrey
EXCUSED: Kevin Cann

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR VOTING SYSTEM REPLACEMENT ACTIVITY REPORT

NAME	COMPANY NAME	Month/Year	Voting System Replacement Coordinator's Approval
Contract Number:	Location (Sacto/LA)		

VOTING SYSTEM REPLACEMENT ACTIVITY HOURS

	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1
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PROGRAM TIME REPORTING

DELIVERABLE NAME	ORG	HOURS
(Taken from proposal and contract)		0.0
		0.0
		0.0
		0.0
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		0.0
		0.0
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		0.0
		0.0
		0.0
		0.0
		0.0
	MONTHLY TOTAL	0.0

SIGNATURE OFCONTRACTOR	DATE

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2022-260

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Resolution of Recognition for Jim Dulcich

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution of Recognition for Jim Dulcich for Fifty-Four (54) Years of Service to the Community of Mariposa (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Jim Dulcich began his volunteer career with Mariposa Volunteer Fire in May of 1968, and has served as a Firefighter since. Staff is recommending that the Board now recognize his service to the community.

The Board of Supervisors has approved similar Resolutions in the past for those who have served in the County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, and the recognition cannot be bestowed.

ATTACHMENTS:
Jim Dulcich (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY RESOLUTION NUMBER 2022-

A RESOLUTION RECOGNIZING JIM DULCICH
FOR HIS OUTSTANDING SERVICE TO THE CITIZENS OF MARIPOSA

WHEREAS JIM DULCICH began his career in May of 1968 when he was accepted as a member of Mariposa Volunteer Fire and assigned Badge No. 71, and is retiring on May 2, 2022, with a total of fifty-four (54) years of service to the community of Mariposa, in which **JIM** served Mariposa Volunteer Fire Department (VFD), now called Mariposa Public Utility District (MPUD), as a Captain for eight years, Deputy Chief for fourteen years and as a Chief for thirty-one years; and

WHEREAS by agreement between Mariposa Public Utility District (MPUD) and Mariposa County, **JIM** has been a co-member of Mariposa County Fire since its foundation in the 1980's, with a concurrent service of more than three decades; and

WHEREAS, in the mid 1970's, Mariposa Lions Club donated the first Hurst (Jaws of Life) to the County and **JIM** was one of the first trained to use the equipment and has responded to a majority of the traffic collisions through the County ever since; and

WHEREAS the Lions Club donation led to the creation of Squad/Rescue 22, which is a Mariposa County assigned apparatus, tasked with responding to all traffic collisions, structure fires and rescue calls south of the Merced River or as requested; and

WHEREAS the first Squad 22 vehicle was a Hostess delivery truck converted in **JIM's** Garage then donated to the County in the 1970's. Since the beginning, **JIM** has been the primary operator/responder with Squad/Rescue 22; and

WHEREAS JIM has been involved in literally hundreds of successful rescues throughout the County. Events that stand out include but are definitely not limited to, the Rock Fall in Yosemite Valley, the 1997 Flood event, a Merced River rescue of a driver trapped on a car, the Pizza Factory fire, Coulterville fire, Telegraph fire, Detwiler fire, Ferguson fire, and the Jeffery Hotel fire, multiple Hunter Valley fires, a tree climber rescue, a hang glider in a tree rescue, joined with Office of Emergency Services lending a hand to a fire in Malibu as well as many other out of town fires, and along the day-to-day routine, washing the streets for parades, and mitigation of broken water pipes; and

WHEREAS JIM has maintained a strong presence as a business owner, the mainstay of the downtown district. Also supporting local fundraisers, Girl Scout cookie sales and Toys for Tots, to name a few. As a multi generation member of the Community and County, Jim has given more than his share and has been a positive impact to Mariposa County.

NOW, **THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Mariposa County warmly recognizes **JIM DULCICH** for his service to the County and citizens of Mariposa, and he is wished a long and prosperous retirement from firefighting.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 10th day of May 2022, 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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Proclamation - "Hand Hygiene Day"

RECOMMENDATION AND JUSTIFICATION:

Proclaim May 5th, 2022 as "Hand Hygiene Day" (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to bring awareness to this important issue.

ATTACHMENTS:
Hand Hygiene Day (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

The Mariposa County Board of Supervisors

proclaims the

DAY OF MAY 5TH, 2022

as

"Hand Hygiene Day"

WHEREAS the day of May 5, 2022, is to be recognized as **"Hand Hygiene Day"** as announced by the World Health Organization; and

WHEREAS at least 500,000 patients are infected each day throughout the world and 20 to 50,000 dies as a result; and

WHEREAS John C. Fremont Hospital is committed to reducing infections, saving lives, and promoting clean hands; and

WHEREAS, washing your hands properly is the most important hygiene activity that can be done to help prevent and control the spread of many illnesses; and

WHEREAS, good hand hygiene will reduce the risk of flu, coronavirus, food poisoning and healthcare associated infections from being passed from person to person; and

WHEREAS using alcohol-based hand rubs reduces the number of infections, and thus the related deaths, by 50%.

NOW, THEREFORE, BE IT KNOWN, that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims May 5, 2022, as **"HAND HYGIENE DAY"** to emphasize the importance of washing hands and using alcohol-based hand gels.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 3rd day of May 2022 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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Proclaim May as "Nurses Month" and May 6-12, 2022 as "Nurses Week"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of May 2022 as "Nurses Month" and May 6th - 12th as "Nurses Week".

Nurses Week begins each year on May 6th and ends on May 12th, Florence Nightingale's birthday. These permanent dates enhance planning and position "Nurses Week" as an established recognition event.

As we recognize Nurses in our community, a special recognition for Public Health Nurses who have been at the forefront of the Pandemic and continue to be the lead for our community.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize nurses and the hard work they do for our community.

ATTACHMENTS:

National Nurses Month and National Nurses Week (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

The Mariposa County Board of Supervisors

proclaims

THE MONTH OF MAY AND MAY 6TH THROUGH MAY 12TH, 2022

as

"Nurses Month and Nurses Week"

WHEREAS, all nurses in Mariposa County need to be recognized, celebrated and thanked for the care they provide; and

WHEREAS, Nurses Week is supported by the American Nurses Association (ANA) and provides an opportunity to give recognition to nurses and educate the public about the impact nurses have on health and the prevention of disease; and

WHEREAS, nurses are the frontline of care for the community of Mariposa County; and

WHEREAS, John C. Fremont Healthcare District and Mariposa County Health and Human Services Agency have collaborated to raise the profile of nurses and to support the indispensable work of these professionals; and

WHEREAS, in addition to diagnosing and treating acute and chronic conditions, nurses focus on health promotion, disease prevention, health education, counseling, and guiding patients to make smarter health and lifestyle choices; and

WHEREAS, professional nursing has been demonstrated to be a crucial component of safe and high quality care; and

WHEREAS nurses are consistently ranked as the most ethical and trusted profession; and

WHEREAS, there are more than 177 licensed nurses in Mariposa County which includes Registered Nurses (RN), Licensed Vocational Nurses (LVN), Nurse Practitioners (NPs) and one nurse midwife providing primary, acute and specialty care to patients of all ages and walks of life; and

WHEREAS nurses are highly skilled professionals with advanced education and clinical training which builds upon their initial register nurse preparation.

NOW, THEREFORE, BE IT KNOWN, that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims May 2022 as **"Nurses Month,"** and May 6-12, 2022, as **"Nurses Week"** to emphasize the importance of nurses in the Mariposa County Community.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 3rd day of May, 2022, 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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Proclaim May 2022 as Mental Health Awareness Month

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of May 2022 as "Mental Health Awareness Month"

California's mental health system now empowers people living with mental health challenges and their families to break down stigma and reduce discrimination associated with mental illness. Growing energy around improving our state's mental wellness has generated "**Each Mind Matters**" which is a call to action embraced by thousands of individuals and organizations working together to eliminate stigma and increase awareness of opportunities to live mentally well. Every Californian can participate in this movement by wearing lime green - the color of California's Mental Health Movement - and by pledging to end stigma and discrimination against people with mental health challenges. We call upon the citizens of Mariposa to join the pledge to end mental health stigma and be informed of resources to improve their mental wellness.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board will miss the opportunity to highlight the occasion.

ATTACHMENTS:
May 2022 Proclamation Mental Health Awareness Month Certificate (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

The Mariposa County Board of Supervisors
proclaims the

Month of May 2022

as

"Mental Health Awareness Month"

Mental Health Awareness Month encourages local communities to focus on mental health initiatives to promote positive development, resilience, recovery, and the transformation of mental health services delivery

Dated: May 3, 2022

ROSEMARIE SMALLCOMBE, District I Supervisor

TOM SWEENEY, District II Supervisor

MARSHALL LONG, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

MILES MENETREY, District V Supervisor

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Proclamation - "Supervised Visitation Awareness Month"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of May 2022 as "Supervised Visitation Awareness Month" (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to bring awareness to this important issue.

ATTACHMENTS:
Supervised Visitation Awareness Month (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

The Mariposa County Board of Supervisors
proclaims

The Month of May 2022

as

"Supervised Visitation Awareness Month"

WHEREAS, parent-child relationships can be disrupted through divorce, domestic violence, child maltreatment, and other conflicts; and

WHEREAS, where there are concerns for child safety or wellbeing, supervised visitation assures that a child can participate in visitation with a parent in a safe, child-focused environment; and

WHEREAS, monitored exchanges provide safe and neutral locations for co-parents to meet and communicate together concerning their child's needs; and

WHEREAS children have the right to maintain a relationship with both parents; and

WHEREAS supervised visitation month provides an excellent opportunity for citizens to learn more about safe service centers which provide for children to visit their parents; and

WHEREAS every child is entitled to feel secure and grow up feeling safe, healthy, and nurtured; and

WHEREAS Native Solutions Family Guidance Center is a non-profit agency whose mission is to help "Strengthen the Family's Foundation"; and

WHEREAS, Native Solutions Family Guidance Center, along with other community partners, remain dedicated to assisting families with their Supervised Visitation services and advocacy.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of **May 2022** as **Supervised Visitation Awareness Month.**

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 3rd day of May 2022, 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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement for Merced Falls Road STIP Project

RECOMMENDATION AND JUSTIFICATION:
Approve the Program Supplement Agreement (PSA) for the State Transportation Improvement Program (STIP) Merced Falls Road Rehabilitation Project; and Authorize the Executive Director of the Mariposa County Local Transportation Commission (MCLTC) to Sign the Agreement.

The State is requesting the Executive Director - MCLTC Sign the Agreement; and provide Approved LTC Resolution.

The State has prepared a PSA in the amount of $25,000.00 for the Plans, Specifications, and Estimates (PS&E) Phase of Merced Falls Road Rehabilitation STIP Project.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Merced Falls Road Rehabilitation Project will rehabilitate Merced Falls Road from PM 10.00 to PM 19.04 with dig outs and rubberized chip seal.

The LTC previously approved the 2022 STIP List of Projects which included the Merced Falls Road Rehabilitation Project with LTC Resolution #2021-28 on 10/26/21.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the LTC fail to approve the signing of this PSA Mariposa County will not be able to move forward on the PS&E Phase of this project and be unable to meet state deadlines for completion of the project.

FINANCIAL IMPACT:
State Transportation Improvment Program (STIP) Funds have been programmed for this project.

ATTACHMENTS:
NEW_5940147 PSA_UnsignedPSA_ToAgency(PDF)

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Local Transportation Commission 2022-8

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

PROGRAM SUPPLEMENT NO. 00000A003
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 10-5940S21

Adv. Project ID 1022000103

Date: April 14, 2022
Location: 10-MPA-0-CR
Project Number: RPL-5940(147)
E.A. Number:
Locode: 5940

This Program Supplement, effective 03/16/2022, hereby adopts and incorporates into the Administering Agency-State Agreement No. 10-5940S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 09/30/2021 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Near the town of Mariposa, on Merced Falls Road, from PM 10.00 to PM 19.04.

TYPE OF WORK: Road Rehabilitation **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE	$25,000.00	LOCAL		OTHER
$25,000.00			$0.00		$0.00

COUNTY OF MARIPOSA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

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

Accounting Officer _____ **Date** 4/14/2022 $25,000.00

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

SPECIAL COVENANTS OR REMARKS

1. This PROJECT is programmed to receive funding from the State Transportation Improvement Program (STIP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

   This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the Master Agreement, 2) the effective date of the PROGRAM SUPPLEMENT, or 3) the effective date of the component specific allocation.

2. STATE and ADMINISTERING AGENCY agree that additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

3. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

   Documentation for approved supplementary allocations, time extensions, and fund transfers between components will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

4. This PROJECT will be administered in accordance with the CTC STIP guidelines, as adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.

5. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

6. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage

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SPECIAL COVENANTS OR REMARKS

of the State Budget Act containing these STATE funds.

7. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after the award. Failure to do so will cause delay in processing the invoices for the construction component. As a minimum, the award information should have the following: Project number, project description, PPNO, date the project was advertised, award amount, bid opening date, award date and estimated completion date.

8. This PROJECT is subject to the timely use of funds provisions enacted by Senate Bill 45 (SB 45), approved in 1997, and subsequent CTC guidelines and State procedures approved by the CTC and STATE, as outlined below:

   Funds allocated for the environmental & permits, plan specifications & estimate, and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

   Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and complete the construction or vehicle purchase contract within 36 months of award.

9. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumberances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

   If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

   ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

10. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific

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SPECIAL COVENANTS OR REMARKS

fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

11. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

12. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

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MARIPOSA COUNTY

Board of Supervisors ·

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: RCD Presentation

RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation from the Mariposa County Resource Conservation District (MCRCD) regarding programs and projects (Melinda Barrett, Program Manager)

Mariposa County Resource Conservation District (MCRCD) staff will provide the Board with an update regarding current MCRCD programs, projects, and financial status, in support of continued County assistance. MCRCD staff will also give a video presentation related to their large landscape fuels reduction projects to protect Giant Sequoias.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has received presentations in the past from the Mariposa County Resource Conservation District, and other community organizations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not receive presentation, and miss the opportunity to learn about the MCRCD's activities.

ATTACHMENTS:
RCD Budget Proposal 2022 4.28 (PDF)

RESULT: INFORMATION RECEIVED

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items

Mariposa County Resource Conservation District

FY22/23 Budget Proposal

The mission of the Mariposa County Resource Conservation District is to encourage and facilitate cooperative solutions to local resource conservation issues and problems.

We provide technical, financial and educational resources to meet the needs of the local land-users and partners.

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What the RCD Brings

- We have a unique position as a local government entity that is empowered to work with public and private partners to help communities care for the land, air, water, and wildlife.
- We have access to funding only available through us to benefit agencies and residents in Mariposa.
- We are dedicated to providing funding and assistance to organizations and individuals to ensure timely and cost-effective completion of beneficial projects.

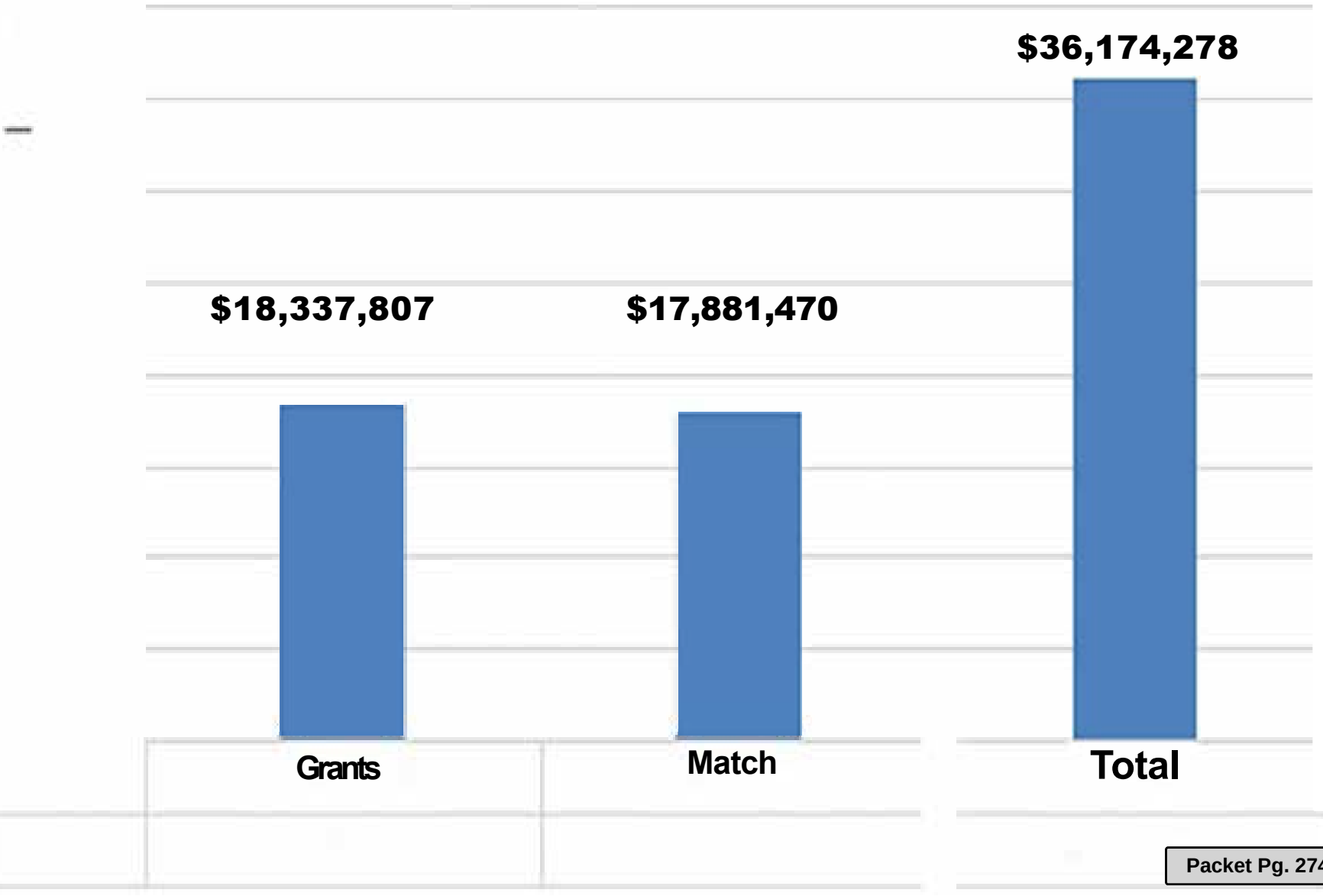
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MCRCD Benefits

- We secure funds to improve forest and watershed health, reduce the risk of catastrophic wildfire, and ensure responsible management of land and water resources.
- The Integrated Regional Water Management program identifies needs and can access funding to accomplish them.
- We bring jobs and funding to the area for a very low administrative cost.
- As a special district, we can serve as CEQA Lead Agency, and enter into Good Neighbor Authority contracts.

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RCD Grants 2017-2022



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Projects

- Bootjack Fire Station Water Tank
- Large Landscape Fuels Reduction
  - County Roads
  - Mariposa and Merced Groves
  - Yosemite West, Fish Camp, Wawona
  - MCRCD's recently completed CAL FIRE Forest Health grant removed 9,086 tons of fuel to a cogeneration facility, resulting in enough electricity to power 386 homes for one year.
- Monarch Butterfly habitat restoration

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Proposal

Forest Health Program: $25,000

- Developing a comprehensive Countywide program for Hardening Homes against wildfire with onsite advice and rebates
- Large landscape (>1,000 acres) forest health projects that reduce fuels and protect the Wildland Urban Interface
- Partner with Caltrans and Sierra National Forest for fuels reduction along highways to improve evacuation routes, emergency access, and create a fuel break
- Job training and employment in fields where there is a high demand and ongoing local opportunities (forestry, woodwaste to energy)
- Technical assistance for communities developing their community-specific wildfire protection plans or obtaining FireWise status

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Proposal

Watershed Health Program: $25,000

- Continued access to grants that are only available through the Integrated Regional Water Management program
- Water storage for drought, firefighting and other emergencies
- Water and wastewater system repairs/improvements
- Job training and employment in fields where there is a high demand and ongoing local opportunities (water systems, habitat restoration)

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Strategic Goal Support

Safety:5 initiatives supported

- Implement an updated vegetation management plan
- Expand public education on wildfire prevention and emergency preparedness
- Broaden access to emergency information to include all county areas and populations
- Improve insurance access and affordability
- Expand public preparedness to safely respond to immediate emergencies

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Strategic Goal Support

Wellness: 2 initiatives supported

- Support technical training and apprenticeships that address career readiness and specialized skill training
  - Through four forest health and forest resilience grants secured by MCRCD, jobs for CHIPS native persons crews have been created and expanded. Ten tribal members have put in hundreds of hours gaining experience and income working in Yosemite National Park.
  - Our Monarch Habitat grant created a Pollinator Team for the Southern Sierra Miwuk Nation and is expected to be renewed for 5 years.
- Improve accessibility to the hospital from Highways 49 & 140

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Strategic Goal Support

Stewardship:

- Maximize responsible grant funding
  - MCRCD will continue to be available to the County for assistance in writing and managing grants, including grants for water and wastewater systems, fire water storage, and habitat restoration.
  - MCRCD grants have directly contributed almost $3 million over the last 5 years to County projects

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MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-274

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve a Request for Qualifications for the Southern Sierra Miwuk Nation Strategic Plan

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RECOMMENDATION AND JUSTIFICATION:
Approve a request for qualifications for the Southern Sierra Miwuk Strategic Plan.

Mariposa County and the American Indian Council of Mariposa County, also known as Southern Sierra Miwuk Nation, are prepared to secure the services of a qualified consultant to lead the Miwuk through a strategic planning effort. The strategic plan will use a community participatory model to gather and compile tribal input. This will be used to define the tribes traditional and current values and goals into a guiding document that can be used to strengthen the tribe in future endeavors.

The project is funded by a Community Development Block grant of $250,000 that has already been awarded and allocated for this purpose.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

RES 2020-255 Approve and submit 2019-2020 Community Development Block Grant applications for strategic planning activities with the Southern Sierra Miwuk Nation, and authorize the board chair to sign all related documents.

RES 2020-259 Subrecipient agreement with the Southern Sierra Miwuk Nation for Community Development Block Grant funds.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Approve with revisions. Staff would need additional direction.

ATTACHMENTS:
MIWUK RFQ-(Final) (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Mariposa County Administration

Southern Sierra Miwuk Nation (aka American Indian Council of Mariposa County)

REQUEST FOR QUALIFICATIONS
Southern Sierra Miwuk Nation Strategic Plan
May 3, 2022

Mariposa County Administration
PO Box 784
5100 Bullion Street
Mariposa, CA 95338
209-966-3222

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Mariposa County Board of Supervisors

SUPERVISORS

Rosemarie Smallcombe, Chair	Supervisor, District 1
Tom Sweeny	Supervisor, District 2
Marshall Long	Supervisor, District 3
Wayne Forthsythe	Supervisor, District 4
Miles Menetrey: Vice Chair	Supervisor, District 5

SSMN/AICMC TRIBAL COUNCIL

Sandra Chapman	Chairperson
Waylon Coats	Vice-Chairperson
Michelle Boswell	Treasurer
Tara Fouch-Moore	Secretary
Acacia Coats	Director-at-Large

County Administration and Miwuk Tribal Staff

Dallin Kimble, MPA, CAO
Ben Goger, Housing Development Specialist
Clay River, Managing Director Miwumati Healing Center
Tara Fouch-Moore, Tribal Secretary

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REQUEST FOR QUALIFICATIONS

Southern Sierra Miwuk Nation
Strategic Plan & Community Assessment

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Southern Sierra Miwuk Nation Strategic Plan

I. Project Overview

A. Description

The County of Mariposa, in cooperation with the American Indian Council of Mariposa County also known as the Southern Sierra Miwuk Nation is dedicated to improving the lives of the Miwuk tribal membership. The Southern Sierra Miwuk Nation are a federally non-recognized people estimated to include 812 tribal members with 650 formally enrolled, many of whom are very low and low-income persons. County and Tribal leadership wish to assist and empower the Miwuk people in living healthy lives in their future, current and ancestral homelands. Miwuk leadership has been dedicated to their people's health and has upheld ancient cultural ceremonial practices while pursuing federal recognition since 1982. Community partners, including County government wish to assist the Miwuks in their efforts to tribal health and organizational stability and are partnering to initiate a strategic planning effort with the tribe. Preliminary strategic planning efforts by the Miwuks have identified four focus areas: A) Substance abuse and mental health services; B) Education services and negative behavior prevention programs C) Cultural and spiritual connections; D) Food & Clean/Potable Water security and Housing Assistance.

The County and Tribe wish to secure the services of a qualified tribal consultant that will lead the tribe through the strategic planning effort. The Miwuk wish to undertake this effort through a community participatory model and prefer an indigenous consultant with experience performing outreach to rural California native communities. In addition to defining the four focus areas, the tribe has assembled a steering committee and has identified key community outreach typologies tailored for the tribal community. The consultant and steering committee will begin the project by synthesizing current applicable tribal information, selection of appropriate outreach strategies and then draft a planning activity schedule to include, data gathering activities based on selected outreach strategies. Within this overall planning objective, there would be various sub-activities consisting of a series of discussion groups (talking circles) focused on:

1) youth issues, elder issues;
2) a review of housing options including an assessment of housing conditions for the purpose of considering a housing rehabilitation program, identification of feasible building sites and potential new housing projects;
3) a review of current substance abuse and mental health needs, current access to support services and an assessment of ways to improve access to such services;
4) analyzing environmental concerns related to water quality, access to sewer systems and food availability;

From these previously listed activities, the hired contractor would synthesize the collected input from the talking circles, gather survey data and data collected from other methods (most likely individual interview notes or literary review). The hired contractor would compile all the planning study information and prepare preliminary findings for review and comment from the steering committee. Thereafter, the preliminary findings would be presented to the Tribal Council and County officials. From this overall input, the hired contractor would draft a final comprehensive action plan for final review and adoption. Most important in the overall planning activities is to firmly include the enhancement of Miwuk tribal spiritual values and preservation of cultural traditions.

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The final outcome of the planning program will be to synthesize the values and goals for the tribe and to have a specific assessment of Miwuk tribal values goals and needs, a clear articulation of needed service programs and specific project initiatives to be actively pursued by the Miwuks in cooperation with Mariposa County. The strategic plan will become a road map on the pathway to healing, empowerment and sustainability of the Miwuk tribal membership.

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B. Background

Southern Sierra Miwuk

The Southern Sierra Miwuk Nation is composed of a web of families living in their ancestorial homeland in and around Mariposa County, which encompasses much of Yosemite National Park. According to the archeological record the Miwuk and their ancestors have been stewarding this land for over 6 thousand years, and from the Miwuk perspective since time immemorial. Miwuk walk today in the footsteps of their ancestors, sing their ancestors songs and honor this land and their people through ancient ceremony and daily labor.

The Miwuk people have close connections to many of the surrounding first nation people including the Tuolumne Miwok, Northfork Mono, Picayune Chukchansi Yokutch, Bridgeport Paiute, Bishop Paiute as well as historic populations of Chowchilla Yokutch and other undocumented bands along the Mariposa Creek and Merced River watersheds.

Like most California Indians the Miwuk suffered devastating losses of life and land through the mission and gold rush eras. Yet the Miwuk survived and persisted in their homelands and are an active community that strives to enhance tribal health and healing. This is best characterized by the day to day familial relations, continual practice of ancient ceremony and the 40 year campaign for federal recognition. The Miwuk started a non-profit in 1972 which became incorporated as a 501c3 in 1993 "*American Indian Council of Mariposa County*" to provide health and social services as well as cultural programming to the inter-tribal community of Mariposa. These services and programs are provided through the tribe's Miwumati Healing Center for the local indigenous community though a mental health block grant they also participate in the regional Indian health board, (Mariposa, Amador, Calaveras and Tuolumne) MACT heath. The Miwuk are engaged in a myriad of cultural and community activities with other organizations including: the Mariposa County Arts Council, Mariposa County Unified School District, Sierra Foothill Conservancy (regional land trust), and Yosemite National Park. This makes for a rich web of connection from ancient past to the future to draw upon.

Mariposa

Rural Mariposa County occupies 1,463 square miles of the Sierra Nevada foothills with a population of 17,420 residents, sitting at the western gateway to Yosemite National Park, which is a major economic driver for the region. The median age is 51 and the median household income is $48,820. In general, housing throughout Mariposa County is also deficient in both quantity and quality and is dispersed throughout the county in rural areas unconnected to transportation. The County is actively taking steps to better the community from a ground up method of assisting with the development of housing for all

residents and providing services for our disadvantaged communities and residents in general as well as welcoming appropriate economic development from private parties.
The land is rich in native biodiversity and inherent beauty.

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II. Related Projects and Information

A. Housing (Mariposa)

The Mariposa County recently (2018) completed a Housing Program Implementation Strategy, which express a range of priority actions needed to take to address systemic issues associated with housing in Mariposa County. Additional essential information related to the County's housing goals and vision are included in the draft Housing Element of the Mariposa County General Plan (2019) and the Mariposa County Needs Assessment (2019).

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III. Anticipated Workflow and Deliverables

The project is anticipated to follow the following workflow, with milestones indicated below. Dates are flexible and will likely change based on selected consultant's recommendations, but the project must be completed by 6/1/2024.

Phase 1: Initiate (Summer 2022)

- Assembly project management team and steering committee, (tribal and county staff have already assembled this group).
- Review data from recent tribal needs assessment, and county community needs assessment.
- Develop community engagement protocols to guide community dialogue approach
    - The Tribe and County are committed to implementing a community participation strategy that effectively includes segments of the community who traditionally do not participate in traditional planning efforts. Specific strategies for achieving this goal will be developed in coordination with the selected consultant team, who will coordinate the to identify approaches and techniques that will be appropriate and effective in our unique community context. However, anticipated baseline strategies will include, individual interviews, talking circles, potluck gatherings, incentivized events based on demographic groups (elders, youth, families etc), large scale banquette event or participation in scheduled tribal events, opportunities for online engagement, and decentralized "meeting in a box" materials.

Phase 2: Explore (Fall 2022)

- Collect community perspectives based on determined engagement protocols from phase one. Based on focus areas of
- Substance abuse and mental health services
- Education services and prevention programs
- Cultural and spiritual connections
- Food & Clean Water security and Housing Assistance

  And subgroups
    - Elder/Family/Youth (community issues)
    - Housing, needs and goals
    - Behavorial Mental Health & Substance Abuse issues
    - Environmental issues, water, food, medicine, earth health

Phase 3: Expand (Winter 2022/2023)

- Continue engagement with alternative tribal voices.
- Synthesis core findings and values from community outreach
- Align findings with best practices for native California tribal communities
- Define tribal needs and goals
- Host community workshop to present findings back to steering committee, tribal members and county leadership.

Phase 4: Express (Spring Summer 2023)

- Consultant will draft strategic plan based on tribal goals, values and present opportunities.
    - Key values, needs and goals will be presented in an accessible easy to read narrative.

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- Consultant will include recent legislative and policy opportunities for native Californian community health, indigenous land management as well as educational and economic programs.
- Consultant will include private funding opportunities that will help meet the community objectives.
- Flow charts(pathways) to achieve community values and goals in the four focus areas will be detailed, and should include relationships with partners, funding opportunities, land and housing opportunities and inner tribal empowerment.

Phase 5: Execute (January 2024)

- Produce and adopt final
  - Ultimately, the final deliverable should be a tribal consensus reference point that can used to look back on history and traditions while moving forward into the future.
  - The recommendations should be able to easily be incorporated into grant opportunities and local, state and regional policy.
  - Adopted by the Southern Sierra Miwuk Tribal Council

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IV. Required Submittals

The Southern Sierra Miwuk Nation and County of Mariposa are currently seeking statements of qualifications from interested consultant teams. Responses should be limited to specific discussion of the elements outlined in this RFQ. The intent of this RFP is to encourage responses from teams that have successfully produced similar or compellingly related planning projects in the past, and also have a track record of having those plans implemented as tangible, community improvements. The organization of the proposal should have the following:

1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

2. Table of Contents

A listing of the major sections in the proposal and the associated page numbers.

3. Introduction

Please share your understanding of the role and relationships of the client team, and express your awareness of the project's issues, opportunities, and potential impacts.

4. Qualifications

Please provide 4-6 related (and completed) projects which your team believes qualifies you to lead the Souther Sierra Miwuk Strategic Planning process. For each project, please describe:

- The project's initial goals and parameters
- The course of action undertaken to deliver the project, including any stakeholder engagement work
- The project's current state of implementation
- Any innovative project components related to the planning process or project deliverable
- Your ideas on how the proposed project aligns with, and qualifies your team for, this project.
- Images to further convey the project, such as process photos, images of the plan deliverable, images of implemented projects, or other images at your discretion.
- Project references and contact information
- Any additional relevant information about the project that you would like to share with the review committee.

5. Project Staff:

Please describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included.

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Note that submissions need not include time and services proposals, project management proposals or proposed work plans for conducting the Southern Sierra Miwuk Strategic Plan. This information will be requested from selected consultants later in the evaluation process.

All proposals must be **received** no later than **2:00 pm on June 10, 2022** at the Mariposa County Administration Department. Please provide one (1) digital copy by email to Ben Goger at bgoger@mariposacounty.org in advance of the above deadline.

Ben Goger, Housing Development Specialist
5100 Bullion Street; PO Box 784
Mariposa, CA 95338–2039

Please submit physical proposals in a sealed envelope that is marked "Southern Sierra Miwuk Strategic Plan." All submissions received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. Modifications must be received in writing, and in the same type of media and number of copies as the original proposal, prior to the date and time specified for receipt of proposals. Unfortunately, late submissions will not be accepted. All submissions, whether selected or rejected, shall become the property of the Participating Counties. By submitting a proposal, the proposer certifies that his or her name or firm's name, as well as that of proposer subcontractors, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

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V. Review Process

All submittals will be in initially screened by an interdepartmental staff panel, after which a limited number of proposals will be reviewed by a technical advisory team that may consist of representatives of:

- Mariposa County Planning Department, County Administration
- Southern Sierra Miwuk Nation
- Southern Sierra Miwuk Nation Strategic Plan steering committee

The advisory team members will evaluate the selected submissions, and score them based on the following criteria:

- Familiarity with the project area and the type of issues and problems associated with the project;
- Ability to meet the project's goals and objectives;
- Relevance, quality, and impact of qualifying projects
- Specific experience and technical competence of the personnel to be assigned to this contract;
- Preference will be given to interdisciplinary teams with a demonstrated history of effective collaboration and indigenous teams with experience working with rural native Californian tribes.

After qualifications have been evaluated, high ranking teams will be asked to develop a more detailed technical proposal for project, which will be presented to the technical advisory team via videoconference at a later date. Based on these presentations, a consultant team will be selected, and the panel will make recommendations to the Mariposa County Board of Supervisors and Southern Sierra Miwuk Nation Tribal Counsel on the basis of the proposal, interviews, and references. Following Board of Supervisor approval, negotiations shall be conducted with the most qualified proposer. Mariposa County will negotiate with the next most qualified proposer until a contract can be awarded. Anticipated project schedule is below.

June 10, 2022: Closing Date and Time for Receipt of Proposals
Late June: Notify finalists of selection for next phase
Early July: If necessary videoconferences conducted as scheduled by project management team.
Late July early August: Contract award
June 1, 2024: Latest possible date of project completion

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VI. Project Contact

Please direct any questions to Ben Goger, Housing Development Specialist, Mariposa County Administration

Ben Goger, Housing Development Specialist
5100 Bullion Street; PO Box 784
Mariposa, CA 95338–2039
209 . 966 . 3222 • FAX 209 .742. 5024
bgoger@mariposacounty.org

VII. General Conditions

A. Limitations

This Request for Qualifications (RFQ) does not commit Mariposa County to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. Mariposa County may:

- Reject any and all proposals or waive any irregularity or information in any proposal or in the RFP procedure.
- Determine the suitability of the materials and/or services to be rendered.
- Withdraw this RFQ at any time without prior notice; and
- Modify the RFQ schedule described above.

B. Award

Mariposa County will ask RFQ finalists to make oral presentations. Finalists may be required to participate in negotiations and submit technical, or other revisions of their proposals resulting from negotiations. Mariposa County also reserves the right to award the contract without discussion or interviews, based upon the initial proposals. Selection will be based solely upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

C. RFP Addendum

Any changes to the RFQ requirements will be made by written addenda by Mariposa County and will be considered part of the RFQ. Upon issuance, such addenda will be incorporated in the RFQ documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of Mariposa County shall affect or modify any terms or obligations of the RFQ, or any contract resulting from this RFQ.

E. Pre-contractual Expense

Mariposa County shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor.

F. Signature

The proposal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of

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proposal evaluation. The proposal shall be signed by an official authorized to bind the Consultant(s) and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period.

G. Term

The term of the contract will be from the date of execution of the contract to project completion. **The project shall be completed prior to June 1, 2024.**

H. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by Mariposa County to continue services for which the agreement was intended.

I. Insurance

The successful firm shall provide evidence of Professional Errors and Omissions Insurance and general commercial liability insurance in amounts not less than $1,000,000 per occurrence. Insurance shall name Mariposa County as an additional insured.

J. Contract Arrangements

The proposer is expected to execute a contract similar to Mariposa County's Professional Services Agreement, which meets the requirements of MAP-21.

1) Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit proposals. Mariposa County will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin.

2) DBE Obligation: The recipient or its contractor agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. A discussion of the consultant(s) program for use of DBE's in the performance of this work, including the following:

   - the names and addresses of DBE firms that will participate.
   - the description of the work each named firm will perform; and
   - the dollar amount of participation by each DBE firm

3) Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Each proposal, to be considered responsive, must include

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a copy of the consultant(s) affirmative action policy (applicable for firms with 50 or more employees);

4) Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21; and

5) Conflict of Interest: Firms submitting proposals in response to this RFQ must disclose to Mariposa County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFQ. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

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MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2022-275

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Appoint Joe Lynch as the County's Health and Human Services Director, Effective May 1, 2022

RECOMMENDATION AND JUSTIFICATION:
Appoint Joe Lynch as the County's Health and Human Services Director, effective May 3, 2022, at an annual salary of $163,682.66 per year.

Former County Health and Human Services Director Shannon Gadd left County employment effective January 31, 2022. In her absence, the Board of Supervisors appointed Joe Lynch to the role of Interim Health and Human Services Director.

Based on Mr. Lynch's performance as Interim Director of Health and Human Services, the Board of Supervisors is now prepared to appoint Mr. Lynch as the County Health and Human Services Director, effective May 3, 2022.

A budget action is not required as the Health and Human Services Department has funds budgeted for the Director's annual salary and associated benefits.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors appointed Joe Lynch to the role of Acting Health and Human Services Director effective March 3, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without concurrence with this recommendation, Mr. Lynch will continue to serve in an interim capacity.

FINANCIAL IMPACT:
None.There is money allocated to staff and fund this position.

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-276

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Acknowledgement & Agreement to Implement Workplace Firewall

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RECOMMENDATION AND JUSTIFICATION:
Approve Acknowledgement and Agreement to Implement a Workplace Firewall; and Authorize the Board of Supervisors Chair to Sign Agreement.

Pursuant to the County of Mariposa's Nepotism Policy, and in order to avoid conflicts of interest between work-related and personal/family obligations in the workplace and to avoid interference or appearance of favoritism, this Acknowledgement & Agreement to Implement Workplace Firewall is established to allow spouses Joe Lynch and Stacey Lynch to remain employed in positions otherwise prohibited by the County's Nepotism Policy.

As Director of Health and Human Services, Joe Lynch will be removed from Stacey Lynch's chain of command and supervision. The Public Health Officer will replace Joe Lynch in Stacey Lynch's chain of command, supervision, and any decisions that would affect Stacy Lynch only, or Stacey Lynch and less than 5 other similarly situated employees. Instead, any such decision will be made by the Public Health Officer.

The County's Nepotism Policy allows a Department Head or his/her designee to waive the prohibition on any workplace relationship that would otherwise violate the County's Nepotism Policy. In this instance, the Board of Supervisors, as designee, will decide whether to waive the prohibition. The Acknowledgement & Agreement to Implement Workplace Firewall will only become effective after its approval by the Board of Supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
None.There is money allocated to staff and fund this position.

ATTACHMENTS:
Acknowledgement & Agreement-Workplace Fireweall (PDF)

REF ID# 12927

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Mariposa County Board of Supervisors

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

DALLIN KIMBLE
County Administrative Officer

RENÉ LAROCHE
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
Fax (209) 966-5147
www.mariposacounty.org/board

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Acknowledgement & Agreement to Implement Workplace Firewall

Pursuant to the County of Mariposa's Nepotism Policy, and in order to avoid conflicts of interest between work-related and personal/family obligations in the workplace and to avoid any inference or appearance of favoritism, this *Acknowledgement & Agreement to Implement Workplace Firewall* is hereby established to allow spouses Joe Lynch and Stacey Lynch to remain employed in positions otherwise prohibited by the County's Nepotism Policy.
The Director of Health and Human Services supervises and is ultimately responsible for decisions affecting each employee in the County's Health and Human Services Agency except the County's Public Health Officer, who reports directly to the Board of Supervisors.
Whereas Stacey Lynch is employed as a Mental Health Clinician in the Behavioral Health Branch of the County's Health and Human Services Agency, and whereas the County intends that Joe Lynch assume the position of Director of Health and Human Services and Joe Lynch's appointment to this position will place Stacey Lynch within Joe Lynch's chain of command and supervision, the following terms and mitigation measures will be implemented and remain in place for as long as an otherwise prohibited employment situation exists:

TERMS

1. As Director of Health and Human Services, Joe Lynch will be removed from Stacey Lynch's chain of command and supervision. The Public Health Officer will replace Joe Lynch in Stacey Lynch's chain of command and supervision.

2. Joe Lynch will not participate in any manner in any evaluation or decision-making concerning Stacey Lynch's individual performance or compensation. In regards to all workplace decisions and discussions concerning the performance, evaluation, or supervision of Stacey Lynch specifically, when circumstances require it, Stacey Lynch's supervisors, the Deputy Director of Behavioral Health and the Division Director of Health Services, will relay all such decisions and discussions to the Public Health Officer for consideration.

3. Joe Lynch will make no decision or render any advice on any employment decision that will affect Stacey Lynch only, or Stacey Lynch and less than 5 other similarly situated employees. Instead, any such decision will be made by the Public Health Officer.

4. Joe Lynch and Stacey Lynch will refrain from any conduct at work that may indicate to any observer that they are spouses or otherwise enjoy anything other than a professional

workplace relationship. Joe Lynch and Stacey Lynch agree to avoid any conduct in the workplace that could cause any inference of favoritism.

The County's Nepotism Policy allows a Department Head or his/her designee to waive the prohibition on any workplace relationship that would otherwise violate the County's Nepotism Policy. In this instance, the Board of Supervisors, as designee, will decide whether to waive the prohibition. This *Acknowledgement & Agreement to Implement Workplace Firewall* will only become effective after its approval by the Board of Supervisors.

The County retains the right to reevaluate and revise this *Acknowledgement & Agreement to Implement Workplace Firewall* at any time.

Any questions concerning the *Acknowledgement & Agreement to Implement Workplace Firewall* and its terms should be directed to Mariposa County Counsel Steven W. Dahlem at sdahlem@mariposacounty.org.

I ACKNOWLEDGE AND AGREE WITH, AND WILL ADHERE TO THE TERMS SET FORTH IN THIS ACKNOWLEDGEMENT & AGREEMENT TO IMPLEMENT WORKPLACE FIREWALL:

_____ _____

Joe Lynch, Director
Health and Human Services Agency

Date

_____ _____

Stacey Lynch, Mental Health Clinician
Health and Human Services Agency

Date

THIS ACKNOWLEDGEMENT & AGREEMENT TO IMPLEMENT WORKPLACE FIREWALL IS HEREBY APPROVED:

_____ _____

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Date

APPROVED AS TO FORM:

_____ _____

Steven W. Dahlem
County Counsel/Risk Manager

Date

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MARIPOSA COUNTY

Administration/Human Resources · 966-3222

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Performance Evaluation - County Librarian

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[X] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: County Librarian (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

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Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

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MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Receive a Presentation from Chris McCoy with A12AA on the ADRC

RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation from Chris McCoy with Area 12 Agency on Aging (A12AA) on the Aging Disability Resource Connection (ADRC).

PRESENTATION OUTLINE:

The presentation will give an overview of the Aging Disability Resource Connection (ADRC), its organizational structure, and the positive effects on our Aging population.

BACKGROUND AND HISTORY:

The Board has received presentations in the past from other entities.

RESULT: INFORMATION RECEIVED

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MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Receive a Presentation Regarding Solid Waste & Recycling Operations at the Mariposa County Landfill

---

RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation by Public Works on the Solid Waste & Recycling Operations at the Mariposa County Landfill; and Provide Direction to Staff Regarding Future Operations.

Staff will conduct a presentation on the current state of Solid Waste and Recycling Operations, operational items that affect the health and sustainability of the Enterprise Fund Budget, and factors that affect the viability of future Solid Waste and Recycling Services.

Staff will provide recommendations for potential Action Items to be considered by the Board of Supervisors.

BACKGROUND AND HISTORY:

The board has previously received presentations from staff and provided direction on Action Items for Solid Waste and Recycling Division operations.

On August 19, 2014, Public Works did a presentation for discussion and possible direction regarding a five-year permit review for the Mariposa County Landfill.

ALTERNATIVES AND CONSEQUENCES OF BOARD ACTION:

Negative action: the County will face declining Solid Waste & Recycling capabilities.

ATTACHMENTS:
Solid Waste Presentation May 2022 (PDF)

RESULT: INFORMATION RECEIVED

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THE DUMP

Perceptions

Just a hole in the ground you fill with trash and cover with dirt.

It costs too much to dispose of things I don't want anymore.

The County just throws away the recycling.

The County makes money from recycling.

Reality

Engineered solid waste disposal method on the land in accordance with Subtitle D, designed and operated to protect human health and the environment by establishing requirements with respect to location, operation, design, ground water monitoring, corrective action, closure and post-closure, and financial assurance.



MARIPOSA COUNTY
PUBLIC WORKS DEPARTMENT
SOLID WASTE AND RECYCLING DIVISION

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THE MARIPOSA COUNTY SOLID WASTE AND RECYCLING FACILITY OFFERS A WIDE RANGE OF SERVICES

Current Services

- Landfill Disposal
- California Redemption Value Buyback Center
- Commingled Recycling Drop-off
- Organics/Composting
- Mattress Recycling
- Carpet Disposal/Recycling
- Scrap Metal Recycling
- Appliance Disposal/Recycling
- Used Tire Disposal/Recycling
- Electronic/Universal Waste Recycling
- Sharps Drop-off
- Automotive/Marine Battery Recycling
- Used Oil Collection
- Textiles Recycling
- Remote Transfer Stations
- Household Hazardous Waste Disposal Events

Potential Future Services

- Antifreeze Disposal/Recycling
- PaintCare Paint Drop-off
- Compost/Mulch Sales
- Remote/Mobile California Redemption Value Buyback
- Residential Food Waste Drop-off
- Thin Film Plastics Recycling
- Routine Household Hazardous Waste Disposal Events

MARIPOSA COUNTY
PUBLIC WORKS DEPARTMENT
SOLID WASTE AND RECYCLING DIVISION

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WHAT DO YOU WANT TO PAY?

California County Tipping Fees – Comparable Populations						
County	Mariposa	Del Norte	Inyo	Mono	Plumas	Trinity
Population	17,918	27,275	18,526	13,887	19,517	13,407
$/Ton MSW	$121.00	$164.16	$50.00	$74.00	$94.57	$240.00

Not All Disposal Fees Are Alike - Hypothetical Property Cleanup Costs						
1000 lbs Trash	$60.50	$82.08	$25.00	$37.00	$47.29	$120.00
500 lbs Brush	$13.75	$21.72	$6.25	$4.25	$23.64	$10.00
400 lbs Scrap Metal	$0.00	$6.46	$0.00	$3.50	$0.00	$7.60
1 Refrigerator	$20.00	$45.32	$0.00	$27.00	$16.33	$40.00
1 Washing Machine	$9.50	$34.50	$0.00	$13.00	$16.33	$25.00
4 Car Tires	$12.00	$30.20	$21.00	$22.75	$14.52	$16.00
2 Queen Mattress	$0.00	$45.04	$0.00	$10.25	$59.06	$36.00
4 4’ Fluorescent T.	$0.00	$0.00	$0.00	$0.00	$0.00	$4.00
Total	**$115.75**	**$265.32**	**$52.25**	**$117.75**	**$177.17**	**$258.60**

Note: For facilities with a gate fee, the fee was applied to each line item. Colusa County was excluded for lack of scale/weight based fees.

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PUBLIC WORKS DEPARTMENT
SOLID WASTE AND RECYCLING DIVISION

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COST OF OPERATIONS

Expenses Average $2.6M per Year

- 30% - Salaries and Benefits
- 17% - Depreciation
- 12% - CRV Payouts
- 10% - Insurance/Costs Allocation
- 5% - Closure/Post Closure Fund*
- 5% - General Professional Services
  - Groundwater and Gas Probe Monitoring and Reporting
  - Environmental Consulting Services
  - Aerial Mapping
  - Fill Sequence Planning
  - Appliance Processing
- 5% - Equipment Leases and Maintenance
  - D6 – Dozer
  - 816 – Compactor
  - 926 – Loader
- 4% - Disposal and Recycling Services
- 2% - Fuel

MARIPOSA COUNTY
PUBLIC WORKS DEPARTMENT
SOLID WASTE AND RECYCLING DIVISION

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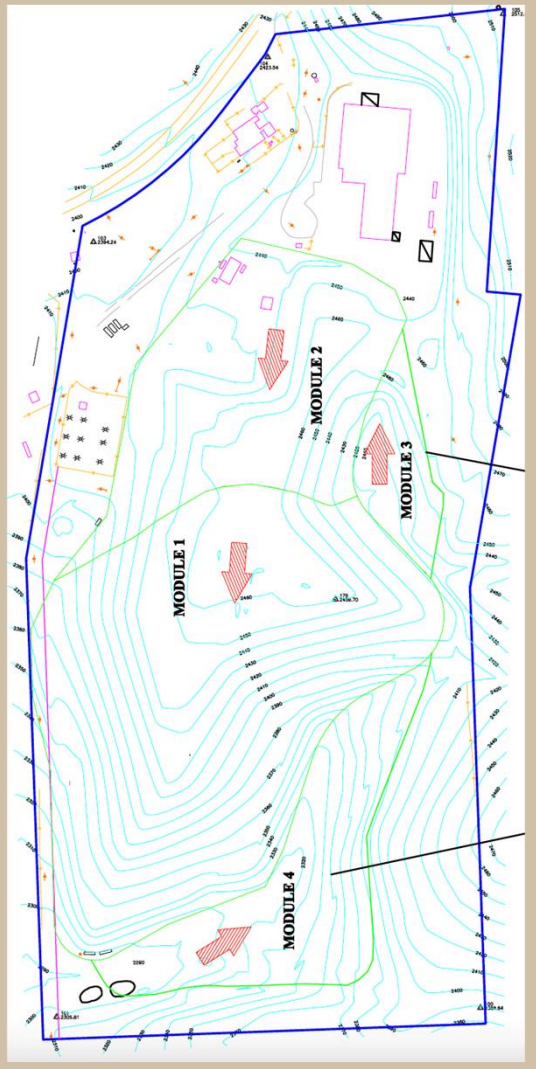
MAJOR FACILITIES STATUS - LANDFILL

Current Utilization Rate
- Approximately 12,000 tons/year
- Approximately 35,000 cubic yards/year

Permitted Capacity
- 1,944,000 Cubic Yards - Total
- Approximately 1,700,000 Cubic Yards Remaining
- 44 Years Remaining at Current Airspace Consumption Rate

Constructed Capacity
- 726,000 Cubic Yards
- Approximately 510,000 Cubic Yards Remaining
- 14.5 Years Remaining at Current Airspace Consumption Rate

Eastern slopes have been constructed to final grades. Remaining Lifespan is dependent on inbound volume, ability to effectively construct exterior slopes, relocation of the Recycling Center, and revisions to final grading plan.



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SOLID WASTE AND RECYCLING DIVISION

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MAJOR FACILITIES STATUS – MATERIAL RECOVERY FACILITY

- The Material Recovery Facility (MRF) has not been operated in accordance with its original intent for the past five years or more.
- Most recently, the MRF was operated as a clean MRF to separate recyclables from the commingled recycling shipments.
- The MRF sort line has been idle for the past year.
  - System is antiquated and inefficient
  - Replacement parts are difficult and expensive to obtain
  - Recycling commodities market values and limitations affect viability and utility of operation
  - Presort and floor sort are viable alternatives
  - Outbound shipments of commingled recycling preserve airspace
- Rollup doors are in need of repair/replacement.



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MAJOR FACILITIES STATUS – COMPOSTING FACILTY

The Composting Facility is severely underutilized based on design capacity. The facility is capable of processing 80+ tons of compostable material per week. The facility currently processes approximately 10 tons per week. The implementation of SB 1383 Short-Lived Climate Pollutants Regulations provides new opportunities for utilization.

- 2020 – Diverted green-waste from Marijuana Eradication Operations from the landfill and began processing in the Composting Facility.
- 2021 - New Twin-Screw Mixer installed. The mixer was donated by the Yosemite Conservancy in cooperation with the NPS and other YNP partners and was purchased with grant funds from the Subaru Zero Landfill Initiative program.
- 2022 – USDA Grant Funding for Pilot Program to increase organics collection along the HWY 140 corridor.
- The facility is operational but in need of some upgrades, maintenance, and repairs.



MARIPOSA COUNTY
PUBLIC WORKS DEPARTMENT
SOLID WASTE AND RECYCLING DIVISION

MAJOR FACILITIES STATUS – RECYCLING CENTER



Operational Changes

- 2020 – Added direct payments and bagged trash service
- 2020 – Reduced public sorting requirements.
- 2021 – Added Monday hours

Future Changes

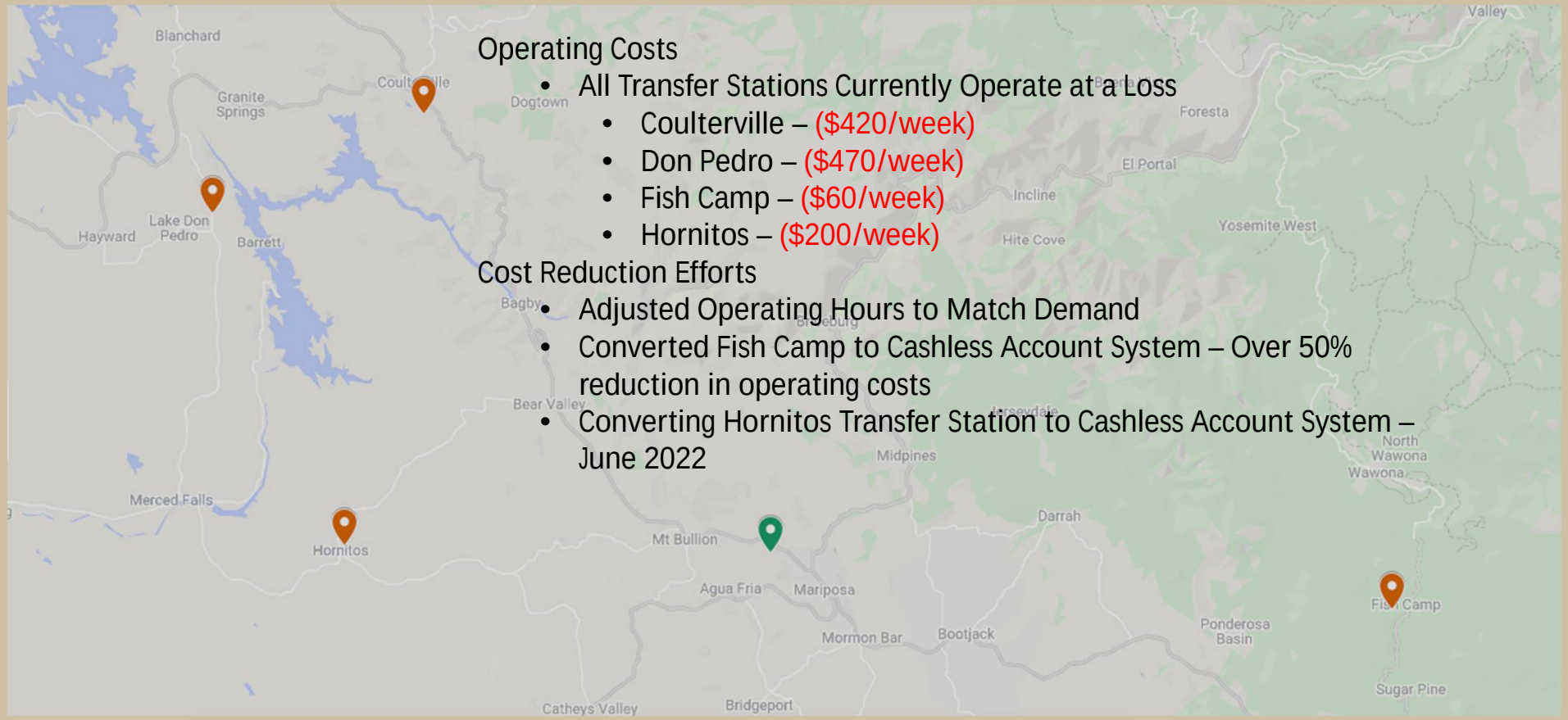
- Small baler installation – purchased with grant funds
- Add Used Antifreeze Recycling/Disposal
- Add thin-film plastic recycling

In general, the Recycling Center is self-sufficient and the operational changes have been well received.

MARIPOSA COUNTY
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SOLID WASTE AND RECYCLING DIVISION

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MAJOR FACILITIES STATUS – TRANSFER STATIONS



Operating Costs

- All Transfer Stations Currently Operate at a Loss
  - Coulterville – ($420/week)
  - Don Pedro – ($470/week)
  - Fish Camp – ($60/week)
  - Hornitos – ($200/week)

Cost Reduction Efforts

- Adjusted Operating Hours to Match Demand
- Converted Fish Camp to Cashless Account System – Over 50% reduction in operating costs
- Converting Hornitos Transfer Station to Cashless Account System – June 2022

MARIPOSA COUNTY
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SOLID WASTE AND RECYCLING DIVISION

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LOOKING FORWARD – LANDFILL OPERATIONS

Currently constructed Modules 1 and 2 will reach capacity in 14.5 years. Options:

1. Fill and Close Modules 1 and 2 (Estimated Closure Costs $5.3M*)
2. Construct Modules 3 and 4, and continue operations (Estimated Construction Costs $6.6M*)
3. Construct, Fill, and Close Modules 1 – 4 (Estimated Closure Costs $12.8M*)
4. Reduce Airspace Consumption Rate by 50%
    - 50% of waste will be shipped to a third-party for disposal
    - Double current life expectancy of Modules 1 and 2 (29 years)
    - Potential selectivity of disposal materials
    - Reduced annual impact of Closure/Post-Closure Fund contributions
    - Reduced labor and equipment costs
    - Additional shipping and disposal charges of $360k - $480k per year

Closure/Post-Closure Fund current balance: $1.8M

- Closure/Post-Closure costs estimated are adjusted annually for inflation
- Annual contributions are calculated based on the quantity of airspace consumed each year

*2022 dollars

MARIPOSA COUNTY
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SOLID WASTE AND RECYCLING DIVISION

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LOOKING FORWARD – MATERIAL RECOVERY FACILITY

Options:

1. Continue Current Operations
   - Operational efficiency is dependent on Landfill Operations decisions
2. Repair/Replace sort-line and resume recycling operations
   - Immediate cost for equipment repair/replacement
   - Viability is dependent on recycling market conditions
   - Disposal of overs
3. Convert to Transfer Station
   - Conversion can be accomplished in stages
   - Potential annual costs stabilization through long-term contracts
   - Increased flexibility in disposal decisions
   - Removal of MRF sorting equipment

Potential Service Offerings:

- Develop Inert Material Recycling and Sales Operations

MARIPOSA COUNTY
PUBLIC WORKS DEPARTMENT
SOLID WASTE AND RECYCLING DIVISION

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LOOKING FORWARD – COMPOSTING FACILITY

The Implementation of SB 1383 Short-Lived Climate Pollutants Regulations have increased the demand for composting operations. Properly managed and marketed, the Composting Facility could prove to be highly sought after and valuable asset for Mariposa County.

Options:

1. Continue current operations and develop in-County sources of organics only
2. Expand service offerings to out-of-County sources
   - Requires investment in upgrades and repairs to existing facilities
   - Increased revenue
   - Transportation cost is a potential hurdle, but could be reduced by utilizing trucks to transport waste offsite
3. Lease facility to third-party that has the resources to manage and market the composting operations

MARIPOSA COUNTY
PUBLIC WORKS DEPARTMENT
SOLID WASTE AND RECYCLING DIVISION

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STAFF RECOMMENDATION

1. Authorize the issuance of an RFQ and provide funding for a consulting firm to perform an in-depth analysis of the Solid Waste and Recycling Division's operations, finances, and market conditions, and provide recommendations on the best path forward to ensure Mariposa County can continue to meets its Solid Waste and Recycling needs now and in the future.

2. Implement program to reduce airspace consumption by 50% through the transfer of waste material to a third-party for disposal. Authorize the issuance of an RFQ and provide funding for a consulting firm to perform a fee study and recommend a fee structure that will ensure Mariposa County can continue to fund Solid Waste and Recycling operations.

3. Maintain current operations and authorize the issuance of an RFQ and provide funding for a consulting firm to perform a fee study and recommend a fee structure that will ensure Mariposa County can continue to fund Solid Waste and Recycling operations.

MARIPOSA COUNTY
PUBLIC WORKS DEPARTMENT
SOLID WASTE AND RECYCLING DIVISION

MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

RESOLUTION - ACTION REQUESTED 2022-277

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Budget Action for Sound System Closet and Update on Soundsystem and MT System

---

RECOMMENDATION AND JUSTIFICATION:

Receive an Update on the Sound System; and Approve Budget Action Transferring Funds From the Board of Supervisors Budget to the Public Works Budget for the Minor Expansion of the Sound Closet in the Board Chambers ($2300).

Salary savings is available due to a vacant position and the department is requesting to use a portion of this funding for the expansion of the sound closet. The sound system closet is not large enough for our current system and will not be adequate for the incoming system.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County Administrative Officer approved an agreement with Mountain Media for a new Sound System in 2021.

The system that was originally chosen by the previous Clerk of the Board was discontinued by Shure. Mountain Media did not feel comfortable installing a discontinued system and is working with Clerk of the Board staff to identify a new system that will meet the County's needs.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the budget action and the sound system closet will be too small to house the incoming sound system properly and safely. Do not receive and update and miss the opportunity to learn where the Clerk of the Boards Office is on a new sound system.

FINANCIAL IMPACT:
There is no impact to the gener fund, salary savings is more than enough to cover expenditures for the renovations of the sound closet

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

ATTACHMENTS:
Budget Action Form (PDF)

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

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	101	51111	Salaries and wages			$2,300
1001	101	60601	Labor Compensation Expense		$2,300	
1001	128	49162	Interdepartmental Services Revenue		($2,300)	
1001	128	60132	Maintenance - Blds & Impvmts		$2,300	
TRANSFER BETWEEN FUNDS						
				TOTALS	$2,300	$2,300

ACTION REQUESTED: (Check all that apply)

(x) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

JUSTIFICATION:

DEPT HEAD SIGNATURE DATE:

APPROVED BY RES NO. CLERK DATE

128 Facilities

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Discussion and Direction on Video

RECOMMENDATION AND JUSTIFICATION:

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

Staff asks the Board to direct them on the use of video. Video equipment can be added to the Sound System quote and installation. Third party companies have been located to meet American with Disabilities Act (ADA) requirements regarding open and/or closed captioning. These services do charge per minute.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The use of video has been discarded in the past due to ADA requirements. With a new Agenda and Minutes Management system on the horizon, the possibility of using video in Board meetings is raised.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not discuss and direct on the use of video and meetings will remain, status quo.

RESULT: DIRECTION GIVEN

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - County Librarian

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[X] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
County Librarian

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Building Director

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[X] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
Building Director

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

Minutes Acceptance: Minutes of May 3, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

May 10, 2022

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

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

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Introductions

None.

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

Chair Smallcombe advised that Regular Agenda Item I.9 was withdrawn, and CA-2, CA-3, and CA-4 were withdrawn from consent. No public comment.

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

CA1. **Health and Human Services** **RES-2022-278**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA5. **Administration** **RES-2022-282**

Ratify a Letter of Support for AB 1773, Which Restores Funding for the California Land Conservation Act (Williamson Act)

Minutes Acceptance: Minutes of May 10, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA6. **Administration RES-2022-283**

Approve an Agreement for a Program as a Service (PaaS) Add-On with DLT Solutions for Oracle Enterprise Resource Planning (ERP) Software in an Amount Not to Exceed $6,241; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Administration/Human Resources RES-2022-284**

Effective March 1, 2022, Approve a Monthly Salary Range Correction of $6,736.82 - $8.188.28 for the Supervising Probation Officer Classification; Approve a Side Letter of Agreement with the Sheriffs' Management Association (SMA) to Recognize This Unit as the Recognized Employee Organization for the Supervising Probation Officer Classification and Designate an Education Incentive Plan and Legal Holidays to the Classification; and Authorize the Board of Supervisors Chair to Sign the Side Letter of Agreement

CA8. **District Attorney/Victim Witness RES-2022-285**

Approve a Lease Agreement for Office Space for the District Attorney's Victim Witness Program, Space to Conduct Child Abuse Forensic Interviews and Victim Witness Court Waiting Area; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **Health and Human Services RES-2022-286**

Approve First Amendment to Agreement with Ranch Fence, Inc. Increasing the Amount by $5,000 for a New Amount Not to Exceed $15,000 and Extend the Term of the Agreement through July 31, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **HHS/Behavioral Health & Recovery Services RES-2022-287**

Approve an Agreement with the American Indian Council of Mariposa to Provide Mental Health Services in an Amount Not to Exceed $118,990; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **HHS/Community Services 2022-54**

Accept the Resignation of Sue Overstreet; and Reappoint Don Fox to the Area 12 Agency on Aging Advisory Council with a Term Expiring May 3, 2026

CA12. **Planning 2022-55**

Remove Nick Ross-Rhudy from the Merced River Trail Community Working Group (MRTCWG)

CA13. **Public Works RES-2022-288**

Appoint Michael Martin to Represent an At-Large Position Filling an Unexpired Term Ending January 26, 2024; Appoint Art Baggett to Represent District I and Mark Rowney to Represent District IV with Terms Expiring April 26, 2025; and Re-Appoint John McCamman, Sonny Palmer and Robert Keller with Terms Expiring April 26, 2025 to the Water Agency Advisory Board

CA14. **Public Works RES-2022-289**

Minutes Acceptance: Minutes of May 10, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

CA15. **Treasurer-Tax Collector-County Clerk RES-2022-290**

Authorize the Request for Approval to Sell 5-Year Tax Defaulted Parcels at the Annual Auction Scheduled for August 12, 2022

Withdrawn

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

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

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/14/2022 9:00 AM

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

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

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/14/2022 9:00 AM

CA4 **Administration RES-2022-338**

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

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/14/2022 9:00 AM

E. Board Recognitions

1. **Administration/Community Development 2022-56**

Proclaim the Month of May 2022 as Small Business Month

Kari Kisela/Chamber of Commerce presented the introduces the item. During public comment, Jacob Hawley gave kudos to the small businesses, Gabe Edwards/Chamber of Commerce Chair thanked the Board for recognizing small businesses, and Marilyn Saunders brought attention to Coulterville and other areas that have businesses outside of town noting the best way to support our businesses is to shop locally. Supervisor Long gave kudos to all of the small businesses in the County and gave kudos to staff who helped small businesses during COVID-19.

Chair Smallcombe presented the proclamation to Ms. Kisela, Mr. Edwards, and Sarah Phillips/Mother Lode Job Training.

Minutes Acceptance: Minutes of May 10, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

2. **Health and Human Services** **2022-57**

Proclaim the Month of May 2022 as "Foster Care Month"

Julianne Simms/Division Director - Health and Human Services Agency Introduced the item and announced a thank-you dinner for the parents' fostering children.

Chair Smallcombe presented the proclamation to Ms. Simms and staff.

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

F. Departmental Presentation

Dr. Eric Sergienko/County Health Officer advised that they are working closely with John C. Fremont Healthcare District with a COVID-19 outbreak in the Ewing wing. Matthew Matthiessen/John C. Fremont Healthcare District CEO noted that they have ten active COVID-19 cases in the Ewing wing and that they have reconfigured the inside of the hospital to provide an isolation unit. Mr. Matthiessen noted that these are the first cases they have had in over two years and gave kudos to leadership and staff for their diligence. He also advised that visitation has been temporarily suspended except for family members of residents if they test negative. Supervisors Forsythe and Smallcombe gave kudos to hospital staff.

Mathew Chance/California Highway Patrol (CHP) announced a Special Olympic event on June 14th noting that Cal Fire headquarters is the starting point, provided the route, and advised of a flyer providing information for runners to sign up or for donations.

Jeremy Briese/Sheriff stated it was great to see the two offices work together to bring the Special Olympics event together and noted that the Deputy Sheriff Association (DSA) and the Sheriff Management Association (SMA) were working to bring the Special Olympics event together but due to COVID- 9 it had to be put on hold, they are excited this is now going forward. Briese thanked all who came out for the celebration of life for Deputy Michael King. Briese noted that last week during his Facebook Live event he introduced Fire Chief Steve Ward as a special guest to talk about fire season, now called fire year. Chief Ward discussed how to be prepared with a "Go Bag" and listed important items to include. Chief Ward then discussed a new application that provides public information including maps, noting that this access will be available soon to receive notifications of evacuations. This will provide the ability for County Fire to immediately draw evacuation areas, provide them with information such as how many safe residents there are, how many residents are evacuated, and how many are at the evacuation center.

G. Public Comment on Non-Agenda Items

No public comment.

Minutes Acceptance: Minutes of May 10, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Recess Board of Supervisors

9:42 AM Chair Smallcombe recessed the Board of Supervisors meeting followed by the Deputy Clerk of the Board II reading the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

Public Comment Period

No public comment.

LTC Regular Agenda

1. **Public Works LTC-2022-9**

Approve an Agreement with California Department of Transportation, Division of Rail & Mass Transportation (DRMT) for Federal Transit Administration (FTA) 5311 Transit Funds; and Authorize the Executive Director of Mariposa County Local Transportation Commission (LTC) to Sign the Agreement

Shannon Hansen/Public Works and Transportation Director presented the staff report. No public comment. Supervisor Sweeney gave kudos to the Director and staff for their work on this.

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

Adjourn LTC

9:46 AM Chair Smallcombe adjourned the Local Transportation Commission meeting.

Reconvene as Board of Supervisors

9:46 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Building 2022-ORD-1173**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending County Code to Add Section 15.10.260.F to Preclude Permits from Being Issued to Parcels with Known Code Violations"

No public comment.

Minutes Acceptance: Minutes of May 10, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

2. **Health and Human Services** **RES-2022-291**

Ratify an Application for the County Medical Services Program (CMSP) - Local Indigent Care Needs (LICN) Grant for $1,500,000 in Funds Over Three Years, to Implement a Community Information Exchange (CIE) Program

Dr. Eric Sergienko presented the staff report. No public comment. Discussion ensued.

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

Item I.3 and item I.4 were swapped to allow Department Head more time

4. **Health and Human Services** **RES-2022-292**

Approve the 2021 Low Income Home Water Assistance Program (LIHWAP) Agreement 21Z-9560 and Certifications with the California Department of Community Services and Development (CSD) in an Amount Not to Exceed $32,385 to Provide Water Assistance Payments; and Authorize the Health and Human Services Agency Director to Sign the Agreement, Certifications, and All Subsequent Amendments (Subject to County Counsel Approval as to Form)

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

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

3. **Sheriff's Office** **2022-ORD-1174**

Waive the Second Reading and Adopt an Ordinance in Accordance with AB481, Titled "An Ordinance Adopting the Mariposa County Sheriff's Office Military Equipment Use Policy"

Jeremy Briese/Sheriff gave the staff report and noted an item will come back each year to update the Board. No public comment.

Minutes Acceptance: Minutes of May 10, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

5. **Health and Human Services** **RES-2022-293**

Approve a Data Use Agreement Between Mariposa County Health & Human Services Agency and California Department of Public Health for the COVID-19 Outreach Rapid Deployment Platform; and Authorize the Board of Supervisors Chair to Sign the Agreement

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

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

6. **HHS/Public Health** **RES-2022-294**

Approve an Agreement with California Department of Public Health (CDPH) in an Amount Not to Exceed $511,920 for the Acceptance of DIS Workforce Development Grant Funding; Authorize the Director of Mariposa County Health and Human Services Agency (HHSA) to Sign the Agreement, and Certification Documents; and Implement the Associated Activities, as Stipulated in Grant Agreement by CDPH

Dr. Kristina Allen/Deputy Director Public Health gave the staff report and clarified that approval of this item will help staff two additional nurse positions and will bring a part time infectious disease nurse on full time. No public comment.

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

7. **Administration/Technical Services** **(ID # 12955)**

Approve the Agreement with E-Z Tel Inc. for Mitel Phone System in an Amount Not to Exceed $540,933; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble/County Administrative Officer turned the item over to Anthony Rios/Technical Services Manager who presented the staff report and a PowerPoint presentation. No public comment. The Board expressed concerns with the language in the agreement including the absence of an indication of a schedule of when the install will be completed, payment process, the percentage of down payment, implementation, overlay, network, funding for this project, testing the system, evaluation for the acceptance, do we have the necessary hardware in place to implement the project, user training, the warranty, and inquired if other options/phone systems were entertained. Mr. Rios and Mr. Kimble responded to questions of the Board.

Direction Given: bring the item back after addressing all concerns of the Board.

Minutes Acceptance: Minutes of May 10, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Recessed

10:51 AM Chair Smallcombe recessed the meeting for a brief break and reconvened at 11:00 AM.

RESULT: DIRECTION GIVEN

8. **Administration 2022-ORD-1175**

Rescind Ordinance 2022-1172; Waive the Second Reading and Adopt an Ordinance Titled "County Office Hours and Holidays", Which Will Rescind and Replace Title 2.64 of Mariposa County Ordinance Code Regarding County Office Hours and Holidays

Mr. Kimble presented the staff report. No public comment.

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

9. **Board of Supervisors (ID # 12962)**

Discussion and Direction Regarding Board of Supervisors Salaries (Supervisor Long)

RESULT: WITHDRAWN

10. **Clerk of the Board of Supervisors (ID # 12956)**

Receive Tracking List of Open Minute Orders

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

RESULT: INFORMATION RECEIVED

J. Items removed from Consent Agenda

None.

K. Closed Session

No public comment.

1. **Board of Supervisors (ID # 12757)**

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

RESULT: CLOSED SESSION HELD

Chair Smallcombe announced the second closed session item K2 will be held after item M.1/Requested FY 22-23 Budget and she will report out on both closed sessions once they have been held.

Minutes Acceptance: Minutes of May 10, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

12:55 PM Chair Smallcombe recessed the meeting for lunch.

L. Board Information

None.

M. 2:00 PM Reconvene

1. **Administration (ID # 12781)**

Receive Fiscal Year 2022-23 Budget Requests from Administration, Ag Comm, UCCE, Assessor, Auditor, Building, Child Support Services, Clerk of the Board, County Counsel, District Attorney, Library, and Treasurer

Dallin Kimble provided a PowerPoint overview regarding the Budget Process. Leigh Westerlund/Assistant County Administrative Officer presented the requested budgets for Administration. Walter Wall/District Attorney presented the requested budget for his department noting that he would like to unfreeze positions that were vacant going into the COVID-19 pandemic. Mr. Kimble presented the requested budget for Child Support Services. Keith Williams/Interim Clerk of the Board presented the requested budget for the Board of Supervisors. No public comment at this point.

3:46 PM Chair Smallcombe recessed the meeting for a brief break and reconvened at 3:55 PM.

Luis Mercado/Auditor presented the requested budget for his department noting that County Service Area 3 (CSA3) fire equipment lease is being paid off and CSA 3 will be discontinued. Keith Williams/County Clerk/Treasurer/Tax Collector presented the requested budget for his department. Fadzayi Mashiri/Farm Advisor presented the requested budget for her department noting that staff numbers have tripled due to grant funds, and they are now running out of office space. No public comment at this point.

Monica Nielson/Agricultural Commissioner/Sealer of Weights and Measures presented the requested budget for her department. Vince Kehoe/Assessor - Recorder presented the requested budget for his department. Luis Mercado/Auditor presented the requested budget for his department. Steven W. Dahlem/County Counsel presented the requested budget for his department noting increased revenue for costs of county counsels contracted out to other entities. Debra Willis/Interim Building Director presented requested budget for her department.

RESULT: MEETING COMPLETED

N. Continued Closed Session

1. **Administration/Human Resources (ID # 12970)**

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

No public comment.

Minutes Acceptance: Minutes of May 10, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: CONTINUED TO NEW DATE Next: 5/24/2022 9:00 AM

Report Out

Chair Smallcombe reported that Information was received, and Direction was given for the Closed Session item K1, and Closed Session item K2 will be postponed and brought back to the Board on May 24, 2022.

Supervisor Tom Sweeney announced that he is submitting his resignation from the Board of Supervisors due to health issues, and his last day will be May 31, 2022.

O. Adjournment

5:16 PM Chair Smallcombe adjourned the meeting in memory of Alexander Stanners, Sandra Semtner, Lynn Lawrence Wilson, Tami Owen and Carol Chastain.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of May 10, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-438

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Patton Air Conditioning to Provide Repair Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Patton Air Conditioning (Patton) to provide repair services for Mariposa County Health and Human Services Agency (HHSA) for an amount not to exceed $100,000; and authorize the Board of Supervisors Chair to sign the Agreement.

Separate agreements for both maintenance and repair services have been created to reduce the likelihood of confusion. The agreement pertaining to this requested resolution involves additional services and/or repairs that are required beyond Preventative Maintenance Agreement with Patton.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved the First Amendment on November 19, 2019 through Resolution No. 2019-656.

The Board of Supervisors approved the Second Amendment on March 24, 2020 through Resolution No. 2020-150.

The Board of Supervisors approved the most current agreement with Patton on January 18, 2022 through Resolution No. 2022-38.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, the necessary repair work of the HVAC within the HHSA buildings may be delayed and adversely affect the office environments.

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

ATTACHMENTS:
Patton Repair Agreement 2023v2 (1) (PDF)

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

REF ID# 13159

Attachment: Patton Repair Agreement 2023v2 (1) (RES-2022-438 : Agreement with Patton Air Conditioning to Provide Repair Services)

AGREEMENT FOR REPAIR 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 Patton Air Conditioning ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform repair 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 $100,000. Contractor's rates are listed in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

Attachment: Patton Repair Agreement 2023v2 (1) (RES-2022-438 : Agreement with Patton Air Conditioning to Provide Repair Services)

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an 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: Patton Repair Agreement 2023v2 (1) (RES-2022-438 : Agreement with Patton Air Conditioning to Provide Repair Services)

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:
Patton Air Conditioning
272 N. Palm Ave
Fresno, CA 93701

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

Attachment: Patton Repair Agreement 2023v2 (1) (RES-2022-438 : Agreement with Patton Air Conditioning to Provide Repair Services)

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,

Attachment: Patton Repair Agreement 2023v2 (1) (RES-2022-438 : Agreement with Patton Air Conditioning to Provide Repair Services)

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: Patton Repair Agreement 2023v2 (1) (RES-2022-438 : Agreement with Patton Air Conditioning to Provide Repair Services)

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 oradopted 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: Patton Repair Agreement 2023v2 (1) (RES-2022-438 : Agreement with Patton Air Conditioning to Provide Repair Services)

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Dan Reyes, Project Manager Patton Air Conditioning
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Patton Repair Agreement 2023v2 (1) (RES-2022-438 : Agreement with Patton Air Conditioning to Provide Repair Services)

Exhibit A
SCOPE OF WORK

In the event the need for additional service and/or repairs beyond what is addressed by the Preventive Maintenance Agreement is deemed needed by the Customer, Patton Air Conditioning will provide a special diagnostic service call that will result with a solution outlining the service/repair issue along with a quote for time and materials needed to resolve the additional service/repair need. Locations of work include Health and Human Services Agency (HHSA) Human Services Center and Community Health Center buildings. Additional service/repair solution will be initiated after approval of quote from Customer is received.

Attachment: Patton Repair Agreement 2023v2 (1) (RES-2022-438 : Agreement with Patton Air Conditioning to Provide Repair Services)

Exhibit B
COST PROPOSAL

The current labor rate is $145 per hour. Billable time will be accrued in increments of 15 minutes. The total amount for this agreement is not to exceed $100,000.

Attachment: Patton Repair Agreement 2023v2 (1) (RES-2022-438 : Agreement with Patton Air Conditioning to Provide Repair Services)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-439

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Contract with CF Merced LLC for Inpatient Residential Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with CF Merced, LLC for Psychiatric Hospitalizations in an Amount Not to Exceed $200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence.

The County does not use this facility often, but it is important to keep this agreement in place to ensure the availability of a bed when a crisis arises. Having an existing agreement guarantees the County a negotiated rate. This agreement is at no cost unless the County uses a bed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The most recent agreement for this facility was approved by the Board on September 15, 2021 by Resolution Number 2021-508.

The Board of Supervisors approved the First Amendment on January 4, 2022 by Resolution Number 2022-8.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, the placement options available to the Health and Human Services Agency would be limited. Without an agreement in place, finding an open bed for this level of care could be more difficult, and the costs could increase.

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 1001-402. There is no impact on the General Fund.

ATTACHMENTS:
CF Merced Agreement 2023 - June 29 2022 (PDF)

REF ID# 13134

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

Attachment: CF Merced Agreement 2023 - June 29 2022 (RES-2022-439 : Approve Contract with CF Merced LLC for Inpatient Residential

AGREEMENT FOR INPATIENT RESIDENTIAL 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 CF Merced, LLC (dba Merced Behavioral Center) ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform inpatient residential 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 $200,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $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 with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

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

Attachment: CF Merced Agreement 2023 - June 29 2022 (RES-2022-439 : Approve Contract with CF Merced LLC for Inpatient Residential

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: CF Merced Agreement 2023 - June 29 2022 (RES-2022-439 : Approve Contract with CF Merced LLC for Inpatient Residential

Attachment: CF Merced Agreement 2023 - June 29 2022 (RES-2022-439 : Approve Contract with CF Merced LLC for Inpatient Residential

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:
CF Merced, LLC
Dba Merced Behavioral Center
1255 "B" Street
Merced, CA 95341

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 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

Attachment: CF Merced Agreement 2023 - June 29 2022 (RES-2022-439 : Approve Contract with CF Merced LLC for Inpatient Residential

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.

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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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.

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

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

27. NEGOTIATED AGREEMENT

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

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the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Jeri Allgood, Administrator CF Merced, LLC
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: CF Merced Agreement 2023 - June 29 2022 (RES-2022-439 : Approve Contract with CF Merced LLC for Inpatient Residential

Exhibit A
SCOPE OF WORK

Residential care in a locked Psychiatric Skilled Nursing Facility provided by CF Merced LLC, dba Merced Behavioral Center located at 1255 B Street, Merced, CA 95340. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, basic hygiene products. Special needs: activities, nursing services, special treatment program to provide a structured educational living environment which provides for each residents psycho social needs.

Services and Personnel

CONTRACTOR shall provide psychiatric inpatient 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.

All personnel rendering services shall be employed by or under contract with 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.

Progress Notes and Discharge

Contractor shall notify County of the proposed discharge date of all persons served under this Agreement.

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 including any mental health assessments and diagnosis. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison by phone, secure email or secure fax for coordination and consultation purposes. Secure fax number is 209 742-0996 and phone is 209 966-2000. Client records shall include enough information for an evaluation of services provided.

Protected Health Information (PHI)

CONTRACTOR 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.

Attachment: CF Merced Agreement 2023 - June 29 2022 (RES-2022-439 : Approve Contract with CF Merced LLC for Inpatient Residential

CONTRACTOR will train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:
HIPAA / 45 C.F.R. Parts 160 and 164
LPS / W&I Codes Sections 5328-5328.15
45 C.F.R. Part 2
HITECH Act 42. U.S.C. Section 17921 et. seq.
CMIA Ca Civil Code 56 through 56.37
Title 9, CCR Section 1810.370(a)(3)

Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail with in 48 hours .(as defined by the HITECH Act)

Outgoing Patient Policy

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

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.

Attachment: CF Merced Agreement 2023 - June 29 2022 (RES-2022-439 : Approve Contract with CF Merced LLC for Inpatient Residential

Exhibit B
COST PROPOSAL

Daily Rate: $218.47

Patch Rate: $360.00

Bed Hold Rate: $209.57
(Does not include medication, medical doctor visits, psychiatric visits, or other ancillary services.)

The Daily Rate will change during the contract period when the State of California updates the rates and is effective on the date of service. The total amount of the contract is not to exceed $200,000.

The Patch Rate may be changed for certain clients with severe needs subject to concurrent review and mutual agreement of County and Contractor. Contractor will coordinate weekly reviews with County staff.

Attachment: CF Merced Agreement 2023 - June 29 2022 (RES-2022-439 : Approve Contract with CF Merced LLC for Inpatient Residential

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-440

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & 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 August 10, 2021, through Resolution No. 2021-470.

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 2023 - June 28 2022 (PDF)

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

REF ID# 13164

Attachment: BHC Fremont Hospital Agreement 2023 - June 28 2022 (RES-2022-440 : BHC Fremont Hospital Inpatient Services Agreement with

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, 2022 and terminate on June 30, 2023 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 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $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 with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

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

Attachment: BHC Fremont Hospital Agreement 2023 - June 28 2022 (RES-2022-440 : BHC Fremont Hospital Inpatient Services Agreement with

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: BHC Fremont Hospital Agreement 2023 - June 28 2022 (RES-2022-440 : BHC Fremont Hospital Inpatient Services Agreement with

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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

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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.

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the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Tricia Williams, Chief Executive Officer BHC Fremont Hospital
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: BHC Fremont Hospital Agreement 2023 - June 28 2022 (RES-2022-440 : BHC Fremont Hospital Inpatient Services Agreement with

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 2023 - June 28 2022 (RES-2022-440 : BHC Fremont Hospital Inpatient Services Agreement with

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	$1,821.00	07/01/2022
00114 PB		Adult		$1,763.00	07/01/2022
00124 PA	Rm/Brd-Semi Private, 2 Bed Psych	Adolesc.	18	$1,821.00	07/01/2022
00124 PB		Adult		$1,763.00	07/01/2022
00134 PA	Rm/Brd-Semi Private, 3 or 4 Bed Psych	Adolesc.	18	$1,821.00	07/01/2022
00134 PB		Adult		$1,763.00	07/01/2022
00154 PA	Rm/Brd-Ward (Med. Or Gen). Psych	Adolesc.	18	$1,821.00	07/01/2022
00154 PB		Adult		$1,763.00	07/01/2022
00169	Administrative Day			Set by the State	07/01/2022
00204 PA	Intensive Care, Psychiatric	Adolesc.	18	$1,821.00	07/01/2022
00204 PB		Adult		$1,763.00	07/01/2022

Attachment: BHC Fremont Hospital Agreement 2023 - June 28 2022 (RES-2022-440 : BHC Fremont Hospital Inpatient Services Agreement with

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-441

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Transformations to Provide MH Triage Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Transformations to provide Mental Health Triage Services in an amount not to exceed $270,537; and authorize the Board of Supervisors Chair to sign the Agreement.

Transformations will provide mental health triage response for individuals in the hospital, the jail and in the field when the Sheriff's department requests a triage worker to respond with them. The triage worker will determine if a community member qualifies for a psychiatric assessment or whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.

Assigned staff of Transformations will have a basic knowledge of individual and group behavior; current issues in the field of mental health; principles of interviewing and problem solving methodology; basic principles and techniques of interviewing and recording crisis notes and 5150 assessment and hospitalizations; laws, basic principles involved in the nature, growth and development of personality; knowledge of public and private community resources.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior history with Transformations for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, the Department may be unable to adequately serve mental health crisis needs and comply with state mandates for mental health crisis services to county residents. Non-compliance may jeopardize all or part of future funding.

FINANCIAL IMPACT:
The costs for this contract will be paid within the Mental Health budget unit. Contract costs will be partially offset by Medi-Cal revenue claimed for services performed. Any remaining costs of this agreement will be funded with Realignment revenue. There is no impact to the County General Fund.

ATTACHMENTS:
Transformations Crisis Response Agreement 2023(PDF)
Exh A and B - Transformations Crisis Response 2023v2 - July 13 2022 (PDF)

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

AGREEMENT FOR CRISIS RESPONSE 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 Transformations ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform crisis response 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 $270,537 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $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.

Attachment: Transformations Crisis Response Agreement 2023 (RES-2022-441 : Agreement with Transformations to Provide MH Triage

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

Attachment: Transformations Crisis Response Agreement 2023 (RES-2022-441 : Agreement with Transformations to Provide MH Triage

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: Transformations Crisis Response Agreement 2023 (RES-2022-441 : Agreement with Transformations to Provide MH Triage

Attachment: Transformations Crisis Response Agreement 2023 (RES-2022-441 : Agreement with Transformations to Provide MH Triage

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:
Transformations
35686 Hwy 41 Suite C
Coarsegold, CA 93614

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 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.

Attachment: Transformations Crisis Response Agreement 2023 (RES-2022-441 : Agreement with Transformations to Provide MH Triage

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

Attachment: Transformations Crisis Response Agreement 2023 (RES-2022-441 : Agreement with Transformations to Provide MH Triage

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: Transformations Crisis Response Agreement 2023 (RES-2022-441 : Agreement with Transformations to Provide MH Triage

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Christine Doss, Owner Transformations
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Transformations Crisis Response Agreement 2023 (RES-2022-441 : Agreement with Transformations to Provide MH Triage

Attachment: Exh A and B - Transformations Crisis Response 2023v2 - July 13 2022 (RES-2022-441 : Agreement with Transformations to Provide

Exhibit A
SCOPE OF WORK

I. Introduction:

The purpose of this attachment is to:

1. Provide a description of services to be provided for Mariposa County Health and Human Services Agency (HHSA) by independent contractors (also referred to as contractor in this attachment) who are chosen to provide triage services on behalf of the County.
2. Clarify contract provider responsibility.

II. Description of Services:

1. The contractor will provide triage response for individuals in the hospital, the jail, and in the field when the sheriff's department requests a triage worker to respond with them to determine if a community member qualifies for a 5150 assessment or an assessment of whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.
2. The triage worker will have a basic knowledge of individual and group behavior; current issues in the field of mental health; principles of interviewing and problem-solving methodology; basic principles and techniques of interviewing and recording crisis notes and 5150 assessment and hospitalizations; laws, basic principles involved in the nature, growth and development of personality; knowledge of public and private community resources.

III. Contract Provider Responsibility

1. Contractor will be responsible to communicate with others in person and over the telephone; analyze data, interpret directions, procedures, and regulations, and develop appropriate responses; act effectively in stressful situations in the performance of the contract responsibilities; respond appropriately to all situations; maintain confidential information in accordance with legal standards; establish and maintain effective working relationships with agency staff, clients, community members and outside organizations; communicate effectively, both orally and in writing; have access to and security for all electronic and written documentation.
2. Contractor shall have knowledge and processes for safety planning for clients who are not eligible for 5150.
3. Contractor shall have knowledge and processes in place for clients who no longer require a 5150 hold and how to rescind a 5150 with the appropriate licensed staff oversight for each of these.
4. The contractor is expected to review the electronic health record of every person presenting in a crisis situation. The contractor will review current diagnosis, history of

symptoms and/or hospitalizations and, when and if possible, coordinate with the clinician and medical provider of record.

2. Contractor will provide proof of training in:
    a. 5150 evaluations, laws and processes;
    b. Prison Rape Elimination Act (PREA);
    c. Jail based services and field response;
    d. Cultural Competency;
    e. Compliance and fraud reduction;
    d. On an as needed basis, as deemed necessary, by the department to remain on top of critical issues as they arise.
    f. In the use of the electronic record keeping system and will be expected to document all client interactions in that system.
    g. If a case has not been opened in the electronic record keeping system, contractor will be instructed how to enter enough information to open a case so all interactions can be documented. Contractor will be expected to open up cases on all clients that he/she sees.
    i. When contractor is on call, he/she is expected to be available to the following agencies for a response: HHSA, after-hours call line, the hospital, the jail and to the sheriff when required to respond.
        i. Contractor will have **15 minutes** to respond by phone to the requesting agency.
        ii. When the call involves responding in the field, to the hospital or jail the contractor will have **1 hour** to respond in person.
        i. When the sheriff's department is needing a triage worker to go with them and respond in the field, contractor will coordinate with the sheriff to meet him/her and respond in a timely manner or to make arrangements to meet the sheriff in the field. Contractor is not expected to respond in the field on their own, so coordination with a sheriff is crucial.
        iii. Every client will receive an appropriate risk screening.
        iv. Every call and its disposition is to be communicated to the BH county team through the "End of Day" email by 8am the next morning and documented in the EHR. .
    k. If the contractor is notified of a suicide or homicide, they are to immediately inform the Deputy Director of Behavioral Health of the situation.
    l. For Full Service Partnership (FSP) clients the contractor will assign a contact upon request for continuity of care during afterhours to provide interventions for the prevention of crisis and hospitalization. All FSP client afterhours requests will meet the provider prior to intervention.

Failure to adhere to these expectations may result in corrective action, including request for consultation, additional training, verbal and written warnings, and termination of the agreement. Payments for services may be deferred if all electronic documentation is not submitted at the time of the invoice.

Attachment: Exh A and B - Transformations Crisis Response 2023v2 - July 13 2022 (RES-2022-441 : Agreement with Transformations to Provide

IV. HIPAA Compliance

Contractor 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.

Attachment: Exh A and B - Transformations Crisis Response 2023v2 - July 13 2022 (RES-2022-441 : Agreement with Transformations to Provide

Exhibit B
COST PROPOSAL

A. Personnel. Staffing for the After-hours program will consist of a Director, After Hours Coordinator and 4 After Hours Crisis workers to support the after-hours needs for Mariposa County Behavioral Health. The after-hours staff will provide crisis evaluations, crisis support, de-escalation and stabilization. Every effort will be made to divert from acute psychiatric placement. The after-hours coordinator will provide support and guidance to the field crisis worker. The director will ensure proper staffing for the crisis team and support the after-hours coordinator and back up when the coordinator is off duty or on vacation.

Name/Position	**Computation**	**Cost**
Director	$3000 x 12 months	$36,000
After Hours Coordinator	$5,000 X 12 months	$60,000
After Hours Crisis Worker (4)	$2300 X 52 weeks	$119,600

TOTAL __$215,600_

B. Fringe Benefits.

Name/Position	**Computation**	**Cost**
Director		
Employer's FICA	$36,000 X 7.65%	$2754.00
Worker's Compensation	$36,000 X 1.56%	$561.60
Ca Tax (UI & ETT)	$36,000 X 3.5%	$1260.00
After Hours Coordinator		
Employer's FICA	$60,000 X 7.65%	$4590.00
Worker's Compensation	$60,000 X 1.56%	$936.00
Ca Tax (UI & ETT)	$60,000 X 3.5%	$2100.00
After Hours Crisis Worker (4)		
Employer's FICA	$119,600 X 7.65%	$9149.40
Worker's Compensation	$119,600 X 1.56%	$1865.76
Ca Tax (UI & ETT)	$119,600 X 3.5%	$4186.00

TOTAL	**__$27,402.76_____**
Total Personnel & Fringe Benefits	**_____$243,002.76____**

Attachment: Exh A and B - Transformations Crisis Response 2023v2 - July 13 2022 (RES-2022-441 : Agreement with Transformations to Provide

C. Training. Itemize estimated training expenses of personnel by director and/or coordinator (e.g., mandatory staff training and field shadowing, etc.). Trainings provided will cost $200 plus personnel costs. Each staff will get paid $25 per hour for mandatory trainings. For the entire year the estimated number of staff and costs are below for personnel costs, in addition to the training costs. Training for up to 8 staff at $25 per hour for approximately 22 hours equals $4400. Computation example, 2 staff receive 2 hours of training. The cost would be 2 X $25 X 2hr = $100 plus $200 training fee. Total training costs $300. Every effort will be made to offer trainings for all staff at one time in an effort to keep training costs reasonable. There are no training fees associated with field shadowing, that is covered under salaries.

Training Topics	Location	Item	Computation		Cost
Columbia Suicide Rating Scale		TBD	2 hr	2 X $25 X 8	$400
Protocol Training		TBD	2 hr	2 X $25 X 8	$400
Shadowing		Field	10 hr	10 X $25 X 8	$2000
Cultural Competence Training		TBD	2 hr	2 X $25 X 8	$400
Compliance Training		TBD	2 hr	2X $25 X 8	$400
EHR Training		TBD	2 hr	2 X 25 X 8	$400
Documentation Training		TBD	2 hr	2 X $25 X 8	$400

Personnel Initial Training $4400.00

Personnel Fringe Benefits. $559.24

Total Personnel & Fringe Benefits Training $4959.24

Annually, 6 trainings will be made available for up to 8 staff, total estimated training costs (in addition to personnel costs) $1200.00

Training Budget TOTAL $6159.24

D. Consumer Expenses. Transformations will provide supplemental financial supports for clients with immediate needs, including but not limited to, hotel room, food, transportation costs, medications etc. Below are some estimated costs. Receipts will be provided to MCBHRS and reimbursement for actual costs will be made to Transformations.

Item	Computation	Cost
Hotel Stay	Estimate 10 X $110	$1100.00
Taxi/Transportation	15 X $65	$975.00
Food	50 X $25	$1250.00
Gift Cards	10 X $25	$ 250.00

TOTAL $3575.00

Attachment: Exh A and B - Transformations Crisis Response 2023v2 - July 13 2022 (RES-2022-441 : Agreement with Transformations to Provide

E. Equipment. The after-hours crisis team will require one laptop and three cellphones. One cell phone will be allocated to the after-hours coordinator and two for crisis workers on call and in field.

Item	Computation	Cost
Laptop	1X $1500	$1500.00
Cell Phones	3 X $100	$300.00
Fax Machine	1 X $400	$400.00

TOTAL _$2200.00_____

E. Supplies. Supplies include, but are not limited to, postage, training materials, copying paper, pens, notepads and calendar books.

Supply Items	Computation	Cost
Office Supplies	$100 X 12 months	$1200.00

TOTAL __$1200.00_____

H. Indirect Costs.

Description	Computation	Cost
Rent (includes internet & utilities)	$275 X 12 months	$3300.00
Software/online subscriptions	$150 X 12 months	$1800.00
Accounting/Payroll Services	$150 X 12 months	$1800.00
Insurances	$1700 X 1 annually	$1700.00
Cell Phone	$300 X 12 months	$3600.00
IT Services	Set Up 1X $1000	$1000.00
IT Support	$200 X 12 months	$2400.00

TOTAL _$15,600.00_____

Budget Summary – The proposed budget is an estimated budget based off every aspect needed to run an effective after hours crisis program. The estimated expenses below will cover the program costs for one year.

Budget Category	Estimated Amount
A. Personnel	_$215,600.00
B. Fringe Benefits	_ $27,402.76
C. Training	__ $6159.24
D. Equipment	__ $2200.00
E. Supplies	__ $1200.00
F. Consumer Expenses	___ $3575.00
Total Direct Costs	_____$254,937
H. Indirect Costs	__$15,600
* TOTAL PROJECT COSTS	_$270,537.00

The above rates may fluctuate up to 10% based on the state approved rate in effect on the date of service.

Attachment: Exh A and B - Transformations Crisis Response 2023v2 - July 13 2022 (RES-2022-441 : Agreement with Transformations to Provide

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-442

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: First Amendment to Agreement with Biobot Analytics, Inc for COVID Wastewater Samples Testing

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Biobot Analytics, Inc. increasing the amount by $30,000 to a new amount not to exceed $90,840 and extending the term of the agreement to June 30, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Biobot Analytics, Inc specializes in sample collection and analysis of wastewater facilities or other agreed upon locations and will collaborate with the Health Services division within County of Mariposa Health and Human Services Agency (HHSA) to implement programs for designated work sites that require such services. During the term of the most recent agreement, HHSA experienced an unanticipated requirement of services that exceeded the existing agreement amount and term length and requests an amendment to ensure all financial obligations to Biobot Analytics are met.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved an agreement with Biobot Analytics on November 17, 2020 through Resolution No. 2020-677.

Board of Supervisors approved renewal agreement with Biobot Analytics on July 6, 2021 through Resolution No. 2021-388.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not approve this amendment, HHSA will be unable to pay all invoices for services rendered.

FINANCIAL IMPACT:

Revenue and corresponding appropriations are included in the HHSA Health Division fund 3490 Budget. There is no impact to the County General Fund.

ATTACHMENTS:

First Amendment - Biobot Analytics Agreement 2022v3 July 7 2022 (PDF)
BioBot - 2022 - Wsignatures - Res. #2021-388 (1) (PDF)

REF ID# 13168

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

Attachment: First Amendment - Biobot Analytics Agreement 2022v3 July 7 2022 (RES-2022-442 : First Amendment to Agreement with Biobot

FIRST AMENDMENT TO AGREEMENT FOR COVID WASTEWATER SAMPLES TESTING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR COVID WASTEWATER SAMPLES TESTING SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Biobot Analytics, Inc., hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated July 6, 2021, wherein **Contractor** agreed to provide COVID wastewater samples testing services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

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

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

1. Paragraph 2, "FEES" and Exhibit A, "SOW No. 1" are hereby amended to provide that an additional $30,000 will be added to the original amount of $60,840, making the total compensation paid to **Contractor** the not to exceed amount of $90,840.

2. Paragraph 8, "TERM,TERMINATION" and Exhibit A, "SOW No. 1" are hereby amended to extend the term of the Agreement to June 30, 2022.

Except as herein amended, the Agreement dated July 6, 2021 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to January 3, 2022. The parties shall treat the Agreement as if it had been in full force and effect continuously since January 3, 2022, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Newsha Ghaeli, President Biobot Analytics, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: First Amendment - Biobot Analytics Agreement 2022v3 July 7 2022 (RES-2022-442 : First Amendment to Agreement with Biobot

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-388

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approval of Agreement with Biobot Analytics, Inc for COVID Wastewater Samples Testing

---

RECOMMENDATION AND JUSTIFICATION
Approve an Agreement with Biobot Analytics, Inc to provide wastewater epidemiology services for an amount not to exceed $60,840; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Biobot Analytics, Inc specializes in sample collection and analysis of wastewater facilities or other agreed upon locations and will collaborate with the Health Services division within County of Mariposa Health and Human Services Agency (HHSA) to implement programs for designated work sites that require such services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the most recent agreement with Biobot Analytics on November 17, 2020 through Resolution No. 2020-677.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Failure to approve the agreement would make it extremely difficult for HHSA to meet environmental health laws and aid in public health research regarding COVID-19.

FINANCIAL IMPACT:
Revenue and corresponding appropriations are included in the HHSA Fiscal Year 2021 - 2022 Budget.

ATTACHMENTS:
Mariposa County-Biobot Master Agreementv3 - June 11 2021 (PDF)

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

Attachment: BioBot - 2022 - Wsignatures - Res. #2021-388 (1) (RES-2022-442 : First Amendment to Agreement with Biobot Analytics, Inc for

Attachment: BioBot - 2022 - Wsignatures - Res. #2021-388 (1) (RES-2022-442 : First Amendment to Agreement with Biobot Analytics, Inc for

BIOBOT WASTEWATER EPIDEMIOLOGY MASTER SERVICES AGREEMENT

This **BIOBOT WASTEWATER EPIDEMIOLOGY MASTER SERVICES AGREEMENT** ("**Agreement**") is entered into as of [COMPLETE], 2021 ("**Effective Date**") by and between **BIOBOT ANALYTICS, INC.** ("**Biobot**") and [Mariposa County Health & Human Services Agency]("**Customer**") for the purpose of analyzing various targets in wastewater samples collected by or on behalf of Customer. The intent of the work will be to assist the Customer in understanding the presence of various human health indicators that are excreted in urine and stool, and inform rapid public health decision-making.

1. PROJECT ENGAGEMENT

1.1 Statements of Work. All services to be performed by Biobot under this Agreement (the "**Services**") will be covered by one or more statements of work mutually agreed to in writing by the parties (each, an "**SOW**"). Pursuant to this Agreement, Biobot agrees to provide the Services as specified in the applicable SOW. SOW No. 1, which covers the Services that have been agreed upon by the parties as of the Effective Date, is attached as Exhibit A. The Parties may from time to time agree on additional SOWs, which will be substantially in the form attached hereto as Exhibit B for additional Services. All SOWs will be subject to the terms and conditions of this Agreement and will be considered part of this Agreement. To the extent there are any conflicts or inconsistencies between this Agreement and any SOW, the provisions of this Agreement shall govern and control, unless the SOW expressly states otherwise.

1.2 Sample Collection and Analysis. Biobot agrees to deliver to Customer the wastewater collection protocols and Equipment (as defined below) as specified in the applicable SOW. Customer agrees to collect and provide wastewater samples from Customer's wastewater treatment facilities or other agreed upon locations in the amounts, on the schedule, and in the containers specified in the applicable SOW. Customer agrees to collect the samples in accordance with all applicable laws and in the manner reasonably directed by Biobot, including using any equipment and kits Biobot provides or directs Customer to use (collectively, "**Equipment**"). Biobot may retain duplicates of all samples received from Customer as backup samples and for Biobot's internal research and development purposes. Customer acknowledges that Biobot is unable to return any wastewater samples or duplicates to Customer. Subject to Biobot receiving samples from Customer in accordance with the specifications and on the schedule described in the applicable SOW, Biobot will analyze the samples and provide reports (the "**Reports**") as specified in the applicable SOW.

1.3 Publication. Customer acknowledges the public health benefits of Biobot being able to share data with other entities. Therefore, so long as (a) Customer is not identified as a source of any specific data, and (b) the data and Reports provided by Biobot to other communities or government agencies, or in any publications, are aggregated at the state or province level or greater population metric, Customer agrees that Biobot may publish such data and reports in its reasonable judgment for any purpose, including in scientific publications.

1.4 Publicity. Customer agrees that Biobot may identify Customer, the county in which Customer resides (if applicable), and any facility participating under this Agreement as a client of Biobot, provided that Biobot agrees not to publicize the Reports associated with Customer without Customer's prior consent.

2. FEES

2.1 Payment. In consideration of the Services performed pursuant to a particular SOW, Customer will pay Biobot the fees specified in such SOW (the "**Fees**"), subject to this Section 2. All payments shall be made in full within thirty (30) days of date of invoice, without offset or deduction of any kind. If any payment due from Customer under this Agreement becomes more than thirty (30) days past due, Biobot may charge Customer a late payment charge equal to the lesser of (a) one and one-half percent (1.5%) per month, compounded monthly, or (b) the maximum rate permitted under applicable law on the past due balance.

2.2 Taxes. The Fees are exclusive of taxes, and Customer is responsible for all applicable taxes other than taxes on Biobot's net income.

3. OWNERSHIP

3.1 Data. As between the parties, subject to the provisions herein, Customer and Biobot will jointly own all right, title, and interest in and to the data related to and resulting from Biobot's processing the samples (the

"**Data**"), including all intellectual property rights and related proprietary rights therein, without rights of accounting. Neither party shall be entitled to share in any profits earned by the other party in its use of the data. The parties acknowledge and agree that Biobot shall be permitted to use the Data in any manner, without restriction.

3.2 Reports. Customer will own all Reports prepared for Customer by Biobot. Notwithstanding the foregoing, Customer acknowledges that Biobot may use any insights and analysis learned by Biobot from preparing and generating the Reports, including benchmarking data, for any purpose; provided that Biobot does not identify Customer as the source of such insights or any other Data without Customer's prior approval.

4. CONFIDENTIALITY. EACH PARTY AGREES IT WILL MAINTAIN IN CONFIDENCE AND NOT TO USE EXCEPT AS PERMITTED BY THIS AGREEMENT ANY CONFIDENTIAL INFORMATION DISCLOSED TO IT BY THE OTHER PARTY. "**CONFIDENTIAL INFORMATION**" MEANS ANY TECHNICAL AND NON-TECHNICAL DATA OR INFORMATION, IN ORAL, WRITTEN, GRAPHIC OR ELECTRONIC FORM, THAT IS EITHER INDICATED TO BE THE PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY, OR WHICH, BY ITS NATURE, THE RECEIVING PARTY WOULD REASONABLY DEEM TO BE CONFIDENTIAL. THE OBLIGATIONS OF CONFIDENTIALITY CONTAINED IN THIS SECTION 4 WILL NOT APPLY TO THE EXTENT THAT IT CAN BE ESTABLISHED BY THE RECEIVING PARTY THAT THE CONFIDENTIAL INFORMATION: (A) WAS ALREADY KNOWN TO THE RECEIVING PARTY, OTHER THAN UNDER AN OBLIGATION OF CONFIDENTIALITY, AT THE TIME OF DISCLOSURE; (B) WAS GENERALLY AVAILABLE TO THE PUBLIC OR OTHERWISE PART OF THE PUBLIC DOMAIN AT THE TIME OF ITS DISCLOSURE; (C) BECAME GENERALLY AVAILABLE TO THE PUBLIC OR OTHERWISE PART OF THE PUBLIC DOMAIN AFTER ITS DISCLOSURE AND OTHER THAN THROUGH ANY ACT OR OMISSION OF THE RECEIVING PARTY; OR (D) WAS DEVELOPED INDEPENDENTLY BY THE RECEIVING PARTY WITHOUT ANY USE OF THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION. ANY RESTRICTIONS ON DISCLOSURE OF DATA OR REPORTS WILL NOT APPLY TO INFORMATION THAT IS REQUIRED TO BE DISCLOSED BY A COURT, APPLICABLE PUBLIC RECORDS LAWS OR REGULATIONS, OR GOVERNMENT AGENCY OR REGULATORY REQUIREMENTS. NOTWITHSTANDING THE FOREGOING, EACH PARTY ACKNOWLEDGES THAT THE RAW DATA COLLECTED FROM THE SAMPLES DOES NOT REPRESENT THE CONFIDENTIAL INFORMATION OF EITHER PARTY.

5. WARRANTIES; WARRANTY DISCLAIMER

5.1 Representations. Each party represents and warrants to the other party that (a) such party has the required operational power, right, and authority to enter into this Agreement and perform its obligations hereunder, (b) such party will comply with all applicable laws and regulations with respect to its activities under this Agreement, (c) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (d) this Agreement constitutes a legal, valid, and binding obligation of such party. Customer represents and warrants that it will not use the Equipment or the Reports for any purpose other than as set forth in this Agreement. Biobot represents and warrants that: (i) it will use commercially reasonable efforts to perform the Services in a workman-like manner consistent with industry standards and protocols and (ii) the Services provided will meet the specifications set forth in the applicable documentation provided by Biobot. If, through no fault or delay of Customer, the Services do not materially conform to the foregoing warranty and Customer provides Biobot with written notice within thirty (30) days of Biobot's performance of the Services, Customer's sole and exclusive remedy will be for Biobot to re-perform the nonconforming portions of the Services.

5.2 Disclaimer. WITHOUT LIMITING THE FOREGOING, BIOBOT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BIOBOT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

6. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER, OR TO ANY PERSON CLAIMING THROUGH OR UNDER THE OTHER, FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND WHETHER IN

Attachment: BioBot - 2022 - Wsignatures - Res. #2021-388 (1) (RES-2022-442 : First Amendment to Agreement with Biobot Analytics, Inc for

CONTRACT, IN TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

7. INSURANCE. DURING THE TERM OF THIS AGREEMENT, BIOBOT AGREES TO MAINTAIN INSURANCE COVERAGE AT ITS OWN EXPENSE AS PROVIDED IN THIS PARAGRAPH AND, IF REQUESTED IN WRITING, SHALL DELIVER CERTIFICATES OF INSURANCE IN A FORM SATISFACTORY TO CUSTOMER BEFORE COMMENCING ANY WORK UNDER THIS AGREEMENT. POLICIES SHALL BE WRITTEN SO AS TO INCLUDE A PROVISION THAT THE POLICY WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED WITHOUT AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE EXCEPT FOR NONPAYMENT AS REQUIRED BY LAW. AT LEAST TWO (2) WEEKS PRIOR TO THE EXPIRATION OF ANY POLICY REQUIRED UNDER THIS AGREEMENT, EVIDENCE OF RENEWAL OR REPLACEMENT OF POLICIES OF INSURANCE WITH TERMS NO LESS FAVORABLE TO CUSTOMER THAN THE EXPIRING POLICIES SHALL BE DELIVERED TO CUSTOMER IN THE MANNER REQUIRED FOR SERVICE OF NOTICE UNDER THE CONTRACT. THE INSURANCE POLICIES REQUIRED UNDER THIS AGREEMENT SHALL CONTAIN CUSTOMARY TERMS GENERALLY AVAILABLE IN THE MARKETPLACE AT THE TIME COVERAGE IS PROCURED AND SHALL BE:

(a) A professional liability policy (errors and omissions) in the amount of One Million Dollars ($1,000,000.00) per claim and in the aggregate.

(b) Workers' Compensation coverage for the life of this Agreement for the benefit of employees required to be covered by the applicable workers' compensation law.

(c) General Liability Insurance with limits of no less than One Million Dollars ($1,000,000.00) per claim and Two Million Dollars ($2,000,000.00) in the aggregate.

8. TERM; TERMINATION

8.1 Term. This Agreement will commence as of the Effective Date and, unless sooner terminated as provided in Section 9, will remain in effect for 6 months unless otherwise specified in the SOW (the "**Term**").

8.2 Termination Without Cause. This Agreement may be terminated without cause by either party upon sixty (60) days' written notice to the other party.

8.3 Termination for Cause. This Agreement may be terminated by either party upon written notice to the other party if the other party commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days from the date of such written notice.

8.4 Effects of Termination.

(a) In the event of termination of any SOW for the convenience of Customer or by reason of a material breach of the Agreement or a SOW by Customer, Biobot shall be paid that portion of its fees and expenses that it has earned hereunder to the date of termination, plus a repayment of any Discount granted to Customer.

(b) In the event of termination by reason of a material breach of a SOW by Biobot, Biobot shall be paid that portion of its fees and expenses that it has earned to the date of termination.

8.5 Survival. In the event of termination or upon expiration of this Agreement, Sections 1.3, 1.4, 2, 3, 4 (for a period of two years), 5.2, 6, 7, 9.4, and 10 hereof will survive and continue in full force and effect.

9. MISCELLANEOUS. NO LICENSES UNDER ANY INTELLECTUAL PROPERTY RIGHTS ARE GRANTED UNDER THIS AGREEMENT AND ALL RIGHTS ARE RESERVED. NEITHER PARTY WILL BE HELD RESPONSIBLE FOR ANY DELAY OR FAILURE IN PERFORMANCE OF THIS AGREEMENT CAUSED BY ANY EVENTS BEYOND THE REASONABLE CONTROL OF THAT PARTY. THE RELATIONSHIP OF THE PARTIES CREATED BY THIS AGREEMENT IS THAT OF INDEPENDENT CONTRACTORS AND NOT THAT OF EMPLOYER/EMPLOYEE, PRINCIPAL/AGENT, PARTNERSHIP, JOINT VENTURE, OR REPRESENTATIVE OF THE OTHER. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS. IN THE EVENT ANY PROVISION OF THIS AGREEMENT

Attachment: BioBot - 2022 - Wsignatures - Res. #2021-388 (1) (RES-2022-442 : First Amendment to Agreement with Biobot Analytics, Inc for

IS HELD BY A PROPER AUTHORITY TO BE PROHIBITED BY LAW OR UNENFORCEABLE, SUCH PROVISION SHALL BE AMENDED AND INTERPRETED TO ACCOMPLISH THE OBJECTIVES OF SUCH PROVISION TO THE GREATEST EXTENT POSSIBLE UNDER APPLICABLE LAW, AND THE REMAINING PROVISIONS WILL CONTINUE IN FULL FORCE AND EFFECT. NEITHER PARTY MAY ASSIGN THIS AGREEMENT OR ITS RIGHTS HEREUNDER, IN WHOLE OR IN PART, BY OPERATION OF LAW OR OTHERWISE, WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY, SUCH CONSENT NOT TO BE UNREASONABLY CONDITIONED OR WITHHELD. NOTWITHSTANDING THE FOREGOING, BIOBOT MAY ASSIGN THIS AGREEMENT AND ITS RIGHTS HEREUNDER TO ANY AFFILIATE OR SUCCESSOR IN INTEREST WITHOUT CUSTOMER'S PRIOR WRITTEN CONSENT. ALL NOTICES, CONSENTS, AND APPROVALS UNDER THIS AGREEMENT MUST BE DELIVERED IN WRITING BY COURIER, OR BY CERTIFIED OR REGISTERED MAIL (POSTAGE PREPAID AND RETURN RECEIPT REQUESTED), TO THE OTHER PARTY AT THE ADDRESS SET FORTH BELOW, AND WILL BE EFFECTIVE UPON RECEIPT OR THREE BUSINESS DAYS AFTER BEING DEPOSITED IN THE MAIL AS REQUIRED ABOVE, WHICHEVER OCCURS SOONER. EITHER PARTY MAY CHANGE ITS ADDRESS BY GIVING NOTICE OF THE NEW ADDRESS TO THE OTHER PARTY IN ACCORDANCE WITH THE FOREGOING. WAIVER OF ANY BREACH OR FAILURE TO ENFORCE ANY TERM OF THIS AGREEMENT WILL NOT BE DEEMED A WAIVER OF ANY BREACH OR RIGHT TO ENFORCE WHICH MAY THEREAFTER OCCUR. THIS AGREEMENT MAY BE MODIFIED ONLY BY WRITTEN MUTUAL CONSENT OF THE PARTIES. HEADINGS USED IN THIS AGREEMENT ARE INTENDED FOR CONVENIENCE OF REFERENCE ONLY AND SHALL NOT CONTROL OR AFFECT THE MEANING OR CONSTRUCTION OF ANY PROVISION OF THIS AGREEMENT. THIS AGREEMENT WILL BE CONSTRUED WITHOUT REGARD TO ANY PRESUMPTION OR RULE REQUIRING CONSTRUCTION OR INTERPRETATION AGAINST THE PARTY DRAFTING AN INSTRUMENT OR CAUSING AN INSTRUMENT TO BE DRAFTED. AS USED IN THIS AGREEMENT, THE WORDS "INCLUDE" AND "INCLUDING" AND VARIATIONS THEREOF WILL NOT BE DEEMED TO BE TERMS OF LIMITATION, BUT RATHER WILL BE DEEMED TO BE FOLLOWED BY THE WORDS "WITHOUT LIMITATION." THIS AGREEMENT CONTAINS THE FINAL, COMPLETE, AND EXCLUSIVE AGREEMENT OF THE PARTIES RELATIVE TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS UNDERSTANDINGS AND AGREEMENTS RELATING TO ITS SUBJECT MATTER. THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH TOGETHER SHALL BE DEEMED TO BE ONE AND THE SAME AGREEMENT. A SIGNED COPY OF THIS AGREEMENT DELIVERED BY FACSIMILE, E-MAIL OR OTHER MEANS OF ELECTRONIC TRANSMISSION (TO WHICH A PDF COPY IS ATTACHED) SHALL BE DEEMED TO HAVE THE SAME LEGAL EFFECT AS DELIVERY OF AN ORIGINAL SIGNED COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

BIOBOT ANALYTICS, INC.

52DC96564D1
By: _____
ZorroSign

Name: Newsha Ghaeli
President and Co-Founder
Address: 501 Massachusetts Ave
Cambridge, MA 02139

Date:_____

CUSTOMER

52DC96564D1
By: Marshall Long
ZorroSign

Name: Marshall Long
Chair, Board of Supervisors
Address: P.O. Box 99
Mariposa, CA 95338

Date:_____

Approved as to Legal Form:

52DC96564BD
Steven W. Dahlem
ZorroSign
Steven W. Dahlem, County Counsel

US-DOCS\116553126.9

Attachment: BioBot - 2022 - Wsignatures - Res. #2021-388 (1) (RES-2022-442 : First Amendment to Agreement with Biobot Analytics, Inc for

Exhibit A

SOW No. 1

1. Project Term: 26 Weeks
2. Scope of Services:
    a. Program Design:
        i. Develop sampling program
    b. Wastewater Sample Collection Kits: 78
    c. Lab Analysis:
        i. Laboratory analysis, continuously updated and optimized
        ii. Analysis of SARS-CoV-2 RNA fragments run with positive control, negative control, and internal control for Quality Control purposes
    d. Data Analysis:
        i. Quantitative analysis of raw SARS-CoV-2 concentration in samples
        ii. Quantitative analysis of SARS-CoV-2 concentration normalized to internal control (normalized SARS-CoV-2 concentration)
        iii. Temporal trend analysis using normalized SARS-CoV-2 concentration
        iv. Contextualizing results with the temporal trend of reported cases in the respective county
    e. Data Interpretation and Communication:
        i. Support with data interpretation and communication to key stakeholders and the press (as requested)
        ii. Weekly webinar with Biobot and participating treatment facilities, and other customers
3. Reports:
    a. Content:
        i. A quantitative measurement of the virus concentration in wastewater sample
        ii. Analysis of the viral load standardized to a fecal biomarker
        iii. Time series of wastewater-based normalized SARS-CoV-2 concentration
        iv. Time series of reported clinical cases in the county averaged over 7 days
        v. Estimate of Covid-19 cases corresponding to the measured virus concentration [Community+ only]
        vi. Contextualization of results with entire Biobot dataset and regional overviews of average concentrations [Community+ only]

Attachment: BioBot - 2022 - Wsignatures - Res. #2021-388 (1) (RES-2022-442 : First Amendment to Agreement with Biobot Analytics, Inc for

Attachment: BioBot - 2022 - Wsignatures - Res. #2021-388 (1) (RES-2022-442 : First Amendment to Agreement with Biobot Analytics, Inc for

b. Report delivery: Reports will be provided within 1 business day after the samples(s) are received by Biobot.

4. Fees:

The total cost for this Program that will last 26 weeks is $60,840. Customer agrees to pay Biobot $780 per sample analysed by Biobot for 78 samples.

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-443

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Ratify the Director's Signature on the MOU with Mother Lode Workforce Development Board

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RECOMMENDATION AND JUSTIFICATION:
Ratify the Health & Human Services Director's signature on a Three-Year Memorandum of Understanding (MOU) with the Mother Lode Workforce Development Board (MLWDB) and the America's Job Center of California (AJCC) partners to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

The relationship among these entities has existed since year 2016 with the AJCC system serving the following four counties: Amador, Calaveras, Mariposa and Tuolumne. In following suit with an established practice by all participating counties and receiving County Counsel review and approval beforehand, Health and Human Services Agency (HHSA) requests approval of Director's signature on MOU.

Under this MOU, Mariposa County will renew a partnership with AJCC. Mariposa County's primary contribution to the effort will be sharing existing resources in HHSA's Public Assistance Branch.

The AJCC is a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking the following:

- Looking to find a job.
- Building basic educational or occupational skills.
- Earning a postsecondary certificate or degree.
- Obtaining guidance on how to make career choices.
- Seeking to identify and hire skilled workers.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In October 2016, the Board approved a three year MOU with MLWDB and AJCC partners.

On February 11, 2020, the Board approved a three year renewal MOU with MLWDB and AJCC partners.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this MOU is withdrawn, Mariposa County will not continue to partner with the AJCC and the MLWDB. If Mariposa County does not fully participate in the MOU effort, Mariposa residents seeking employment may lose potential benefits.

FINANCIAL IMPACT:
There are no additional costs associated with this MOU at the present time.
There is no impact to the County General Fund.

ATTACHMENTS:
2022 Mother Lode IFA (1) (PDF)
Mother Lode Job Traing - MOU - Workforce - 2023-2025 - Wd.h.signature (PDF)

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

Workforce Innovation and Opportunity Act
Infrastructure Funding Agreement and Other System Costs Budget
Mother Lode Workforce Development Board

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Attachment: 2022 Mother Lode IFA (1) (RES-2022-443 : Ratify the Director's Signature on the MOU with

Process and Development

Local Workforce Development Area (Local Area): Mother Lode Workforce Development Board

Date Submitted: June 30, 2022

1. The period of time this agreement is effective: July 1, 2022 – June 30, 2025

2. Identification of all AJCC partners, Chief Elected Officials (CEO), and Local Boards participating in the infrastructure and other system costs funding agreements. AJCC partners not identified below have no obligations currently under this agreement.
   - CEO/s: Mother Lode Consortium Board of Directors
   - Local Board/s: Mother Lode Workforce Development Board
   - AJCC Partners Participating in the Infrastructure Funding Agreement (IFA): Mother Lode Workforce Development Board, CA Employment Development Department (EDD), and CA Department of Rehabilitation (DOR)
   - AJCC Partners Participating in the Shared Other System Costs Agreement: Mother Lode Workforce Development Board

3. Steps the Local Board, CEO, and AJCC partners took to reach consensus and/or an assurance that the Local Area followed guidance for the state infrastructure funding mechanism.
   Local Board staff worked with EDD and DOR staff to split costs on the one comprehensive AJCC in the Local Area via email and in-person meetings. These three partners cover eight programs that utilize the career center.

4. A description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.
   Issues to be resolved will be addressed either in the quarterly system partner meetings, or via monthly meetings between Workforce Board staff and EDD/DOR management.

5. A description of the periodic modification and review process that will be used to ensure all AJCC partners continue to contribute their fair and equitable share of infrastructure and other system costs, including the identification of who will fulfill this responsibility. This must include a reconciliation schedule. (Who, What, When, How)
   The MOU will be reviewed on an annual basis to take into account any new co-located partners, as well as changes in expenses, each summer of the MOU period.

Attachment: 2022 Mother Lode IFA (1) (RES-2022-443 : Ratify the Director's Signature on the MOU with

Sharing Infrastructure Costs

Budget, Cost Allocation Methodology, Initial Proportionate Share

MOU Content Requirements:

A budget outlining the infrastructure costs for each AJCC in the Local Area with a detailed description of what specific costs are included in each line item.

When establishing the infrastructure cost budget, Local Boards have two options:
Option 1: Develop a separate budget for each AJCC.
Option 2: Develop a consolidated system-wide budget for its network of AJCCs.
Option 3: A mixture of separate and consolidated budgets.

If the Local Board chooses to negotiate infrastructure costs based on their network of AJCCs, rather than center by center, then the budgets for all the AJCCs can be consolidated into one system budget. However, this consolidation may not distort the distribution of costs as they must be attributable to each partner equally and in accordance with the agreed upon cost allocation methodology). Consolidations might allow the "financing" of infrastructure cost between partners more easily. It is not required that each partner contribute to each comprehensive AJCC, as long as their consolidated share of contributions equals their responsibility to pay as determined by the agreed upon cost sharing methodology.

If using Option 3, multiple budgets will need to be included with clear identification of which AJCCs belong to which budget.

The Local Board and AJCC partners have chosen this option for developing the infrastructure cost budget:

__X__ Option 1: A separate budget for each AJCC.

_____ Option 2: A consolidated system-wide budget for the network of AJCCs

_____ Option 3: A mixture of separate and consolidated budgets for the Local Area's AJCCs.

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AJCC(s) and Colocated Partners

- Include all AJCCs Identified in the MOU
- Include if the AJCC is a comprehensive, affiliate, or specialized center.
- Colocated Partner definition: All AJCC partners who have a physical presence within the center, either full time or part time.

AJCC #1 (of 1)

Name/Address of the AJCC:
Mother Lode Job Training - Tuolumne AJCC
197 Mono Way, Suite B
Sonora, CA 95370

Type of AJCC: Comprehensive

Partners colocated at this AJCC: Mother Lode Workforce Development Board, CA Employment Development Department (Workforce Services & Veterans), CA Department of Rehabilitation.

AJCC Infrastructure - Annual Budget Tuolumne Comprehensive AJCC		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities		$68,760
	Annual Rental Costs Subtotal:	$68,760
Utilities and Maintenance		
Electic / Gas / Water / Sewer		$16,735
High-Speed Internet		$4,941

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MIS Expense		$9,661
Equipment & Building Maintenance		$11,337
Telephones (Landlines)		$2,193
Janitorial Services		$11,901
Insurance		9,275
Annual Utilities and Maintenance Costs Subtotal:		$66,045
Equipment		
Assessment-related products		
Assistive technology for individuals with disabilities (Access and Accommodation)	TTY; ADA compliant computers, webcams, headsets; ADA-compliant AJCC physical modifications	$5,000
Leased equipment (copiers, etc.)		$5,724
Office Supplies		$23,337
Computers		
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	Software, Furniture & Equip Purch	$14,962
Annual Equipment Costs Subtotal:		$49,023
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology		

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Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: _____		
Annual Technology to Facilitate Access Costs Subtotal:		$0
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)		
Creating New AJCC Signage		
Updating Templates and Materials		
Updating Electronic Resources		
Annual Common Identifier Subtotal:		$0

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	**Total Cost**
Subtotal: Rental Costs	$68,760
Subtotal: Utilities and Maintenance Costs	$66,045
Subtotal: Equipment Costs	$49,023
Subtotal: Technology to Facilitate Access Costs	$0
Subtotal: Common Identifier Costs	$0
TOTAL ANNUAL INFRASTRUCTURE COSTS FOR THIS AJCC:	$183,828

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Cost Allocation Methodology to Share Agreed Upon Infrastructure Costs
The Local Board and colocated partners must agree to a cost allocation methodology to identify the proportionate share of infrastructure costs each partner will be expected to contribute. Any cost allocation methodology selected must adhere to the following: - Be consistent with federal laws authorizing each partner's program - Comply with federal cost principles in the Uniform Guidance. - Include only costs that are allowable, reasonable, necessary, and allocable to each program partner. - Be based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.
Infrastructure Cost Allocation Methodology
Identify the chosen and agreed upon cost allocation methodology: The proportion of a partner program's occupancy percentage of the AJCC (square footage)

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Initial Proportionate Share of Infrastructure Costs Allocated to Each Colocated Partner
The initial proportionate share of infrastructure costs allocated to each partner based on the agreed upon cost allocation methodology, each partner's estimated total contribution amount, and whether it will be provided through cash, non-cash (in-kind), and/or third-party in-kind contributions. This initial determination must be periodically reconciled against actual costs incurred and adjusted accordingly. AJCC partners (or their respective state entity) may provide cash, non-cash, and third-party in-kind contributions to cover their proportionate share of infrastructure costs. If non-cash or in-kind contributions are used, they cannot include non-infrastructure costs (such as personnel), and they must be valued consistent with Uniform Guidance Section 200.306 to ensure they are fairly evaluated and meet the partner's proportionate share. If third-party in-kind contributions are made that support the AJCC(s) as a whole (such as space), that contribution will not count toward a specific partner's proportionate share of the IFA. Rather, the value of the contribution will be applied to the overall infrastructure budget prior to determining proportionate amounts and thereby reduce the contribution required for all partners.

Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
Cost Categories	**Total Cost**	**Contributor/s**	**Value**	**Balance to Allocate**
Rent	$68,760			$68,760
Utilities/Maintenance	$66,045			$66,045
Equipment	$49,023			$49,023
Access Technology	$0			$0
Common Identifier	$0			$0
Total Infrastructure Balance to Be Allocated to Colocated Partners:				$183,828

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Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners					
Assumptions: 5,600 total square feet = 1,739 Dedicated (31%) + 3,861 Common (69%)					
Colocated Partner/s	**Shared Infrastructure Costs**	**Application of Methodology**	**Allocated Initial Share**	**Amount: Cash**	**Amount: In-Kind**
Partner 1: Mother Lode Workforce Development Board	**$183,828 Annually**	1509 out of 1,739 dedicated square feet = 86.75%, Plus 50% of 1 partner office (130 square feet) = 3.75% = **90.50% multiplier**	**$166,364 Total**	**$166,364 Total**	$0
Partner 2: CA Employment Development Department	**$183,828 Annually**	1 partner office (100 out of 1,739 dedicated square feet) = 5.75% x every day (100%) = **5.75% multiplier**	**$10,570 Annually**	**$10,570 Annually**	$0
Partner 3: CA Employment Development Department (Veterans)	**$183,828 Annually**	1 partner office (130 out of 1,739 dedicated square feet) = 7.5% x 1 day every other week (10%) = **0.75% multiplier**	**$1,379 Annually**	**$1,379 Annually**	$0

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Partner 4: CA Department of Rehabilitation	**$183,828 Annually**	1 partner office (130 out of 1,739 dedicated square feet) = 7.5% x 2 days every week (40%) = **3.0% multiplier**	**$5,515 Annually**	**$5,515 Annually**	$0

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Sharing Other One-Stop System Costs

MOU Content Requirement:

A budget outlining other system costs relating to the operation of the local One-Stop delivery system and a description of what specific costs are included in each line item. The budget must include "applicable career services" as well as any other shared costs agreed upon by the AJCC partners and Local Board.

While only colocated partners share infrastructure costs, all partners must share in other system costs, including applicable career services.

The One-Stop System Partners Included in the Sharing of Other One-Stop Delivery System Costs

_X_ Title I Adult, Dislocated Worker, and Youth

_X_ Title II Adult Education and Literacy

_X_ Title III Wagner-Peyser

_X_ Title IV Vocational Rehabilitation

_X_ Carl Perkins Career Technical Education

_X_ TANF/CalWORKS

_X_ Title V Older Americans Act

_X_ Job Corps

_X_ Native American Programs

_X_ Migrant Seasonal Farmworkers

_X_ Veterans

_X_ YouthBuild

_X_ Trade Adjustment Assistance Act

_X_ Community Services Block Grant

_X_ Housing and Urban Development

_X_ Unemployment Insurance

___ Second Chance

___ Other:

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Required Consolidated System Budget for "Applicable Career Services"

The agreed upon budget for other system costs must align with the outlined shared customers and services.

The other system costs budget must be a consolidated budget that includes a line item for applicable career services. The MOU requires identification of the applicable career services for each partner program. Accordingly, this budget must include each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner.

Applicable Career Services are services authorized to be provide under each partner's program.

Summary of Career Services Applicable to Each One-Stop Delivery System Partner

Basic Career Services	Title I Program Eligibility	Outreach, Intake, Orient.	Initial Assess-ment	Labor Exch./Job Search	Referrals to Partners	Labor Market Inform.	Perfor-mance/ Cost Info	Support Service Info	UI Info/ Assistance	Financial Aid Info
T-1 Adult	X	X	X	X	X	X	X	X	X	X
T-1 DW	X	X	X	X	X	X	X	X	X	X
T-1 Youth	X	X	X	X	X	X	X	X	X	X
T-II AEL			X		X					
T-III WP	X	X	X	X	X	X		X	X	
T-IV VR			X	X	X	X		X		
TANF	X	X	X	X	X	X	X	X	X	
Tech Ed		X	X	X	X	X	X			X
T-V OAA			X		X	X				
Job Corps		X	X					X		
Veterans	X	X	X	X	X	X		X	X	
MSF		X	X		X	X		X	X	
YouthBuild										
TAA	X	X	X	X	X	X	X	X	X	
Comm Act										
Housing		X			X			X		
UI	X	X							X	
Native Am	X	X	X		X	X		X	X	X

Attachment: 2022 Mother Lode IFA (1) (RES-2022-443 : Ratify the Director's Signature on the MOU with

Summary of Career Services Applicable to Each One-Stop Delivery System Partner									
Individual. Career Services	Comp Assess-ment	IEP	Carer Plan/ Counsel	Short-Term Prevoc.	Intern-ships/ WorkExp	Out-of-Area Job earch	Financial Literacy	IET/ELA	Workforce Preparation
T-1 Adult	X	X	X	X	X	X	X	X	X
T-1 DW	X	X	X	X	X	X	X	X	X
T-1 Youth	X	X	X	X	X	X	X		X
T-II AEL					X			X	X
T-III WP		X	X						X
T-IV VR	X	X	X	X		X			X
TANF	X		X	X	X		X		X
Tech Ed			X		X			X	X
T-V OAA			X		X				X
Job Corps									
Veterans	X	X	X	X		X	X		X
MSF	X	X	X	X	X				X
YouthBuild									
TAA	X	X	X	X	X	X			X
Comm Act									
Housing									
UI									
Native Am	X	X	X	X	X				X

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Required Consolidated Budget for the Delivery of Applicable Career Services		
The other system costs budget must be a consolidated budget for applicable career services. This budget must include each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner. Unlike the IFA, other system costs should include all costs, including personnel, related to the administration and delivery of those services.		
	Basic Career Services: • T-I Eligib./Initial Assess • Outreach, Intake, Orient • Labor Exch./Job Search • Referrals/LMI • Support Service Info • UI Info/Fin Aid Info	**Individual Career Services:** • Comp Assessment/IEP • Career Plan/Counsel • Short-Term Pre-vocational • Internship/Work Experience • Financial Literacy • IET/ELA/WF Prep
T-1 Adult	$287,800	$90,884
T-1 DW	$293,968	$60,210
T-1 Youth	$205,164	$115,405
T-II AEL		
T-III WP	$122,583	$21,632
T-IV VR	$282,750	$1,130,998
TANF		
Tech Ed		
T-V OAA		
Job Corps		
Veterans	$74,788	$13,198
MSF	$107,007	$2,956
YouthBuild		
TAA		
Comm Act		
Housing		
UI	$7,192	
Native Am	$30,935	$4,790
TOTAL	**$1,409,659**	**$1,440,073**
Consolidated budget total of career services delivered through the One-Stop system: $ 2,849,732		

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Partner Agreement to Share Other One-Stop System Costs
The other system costs budget may include any other shared services that are authorized for and commonly provided through the AJCC partner programs to any individual, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other One-Stop partners, and business services. Shared operating costs may also include shared costs related to the Local Board's functions. As with infrastructure costs, other system costs must be allocable according to the proportion of benefit received by each of the AJCC partner programs, consistent with the partner's authorizing federal statute and Uniform Guidance. The MOU must also include an agreed upon budget for these other costs along with the agreed upon cost sharing methodology. These costs may be shared through cash, non-cash, or third-party in-kind contributions All AJCC partners must agree to the other system costs budget. There is no state funding mechanism for other system costs that will be triggered due to lack of agreement at the local level for these costs.
Options for Local Agreement for Partners to Share Other System Costs
- **Initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, and referrals to other AJCC partners.** This may include costs such as technology and tools that increase integrated service delivery through the sharing of information and service delivery processes. - **Business services.** This may include costs related to a local or regional system business services team that has one or more partners on the team or has delegated a specific partner to provide business services on behalf of the system. - **AJCC partner staff cross training.** This may include any staff cross training on partner programs and eligibility. - **One-Stop operator.** This may include the system role of the One-Stop operator (e.g., coordinating service providers across the One-Stop delivery system) when the role is not specific to the operation of the AJCC and/or specific partner programs, so long as the role was defined by the Local Board in the procurement process and agreed to by all AJCC partners in the MOU. - **Shared personnel costs for AJCC colocated partners.** This may include center receptionists and/or center managers.

Note: Mother Lode Workforce Development Board pays all "Other One-Stop System Costs". MOU partner sharing not required.

Attachment: 2022 Mother Lode IFA (1) (RES-2022-443 : Ratify the Director's Signature on the MOU with

July 1, 2022

Workforce Innovation and Opportunity Act
Mother Lode Workforce Development Board
Memorandum of Understanding

Preamble/Purpose of MOU

The Workforce Innovation and Opportunity Act (WIOA) requires that a MOU be developed and executed between the Local Board and the America's Job Center of California[SM] (AJCC) partners to establish an agreement concerning the operations of the AJCC delivery system. The purpose of the MOU is to establish a cooperative working relationship between the parties, and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

California's one-stop delivery system, the AJCC, is a locally driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking the following:

- Looking to find a job
- Building basic educational or occupational skills
- Earning a postsecondary certificate or degree
- Obtaining guidance on how to make career choices
- Seeking to identify and hire skilled workers

Local/Regional Vision Statement, Mission Statement, and Goals

Mission:

Responding to business needs by providing quality resources.

Vision:

The system will keep pace with new growth, the emerging economy, and the ever-changing needs of employers by creating a better educated, highly skilled workforce that is capable, prepared, and thoroughly knowledgeable.

Goals:

- Comprehensive programs for employment and life skills for youth and adults

Attachment: Mother Lode Job Traing - MOU - Workforce - 2023-2025 - Wd.h.signature (RES-2022-443 : Ratify the Director's Signature on the

- Facilitating resources and networks to help business succeed
- Influence workforce legislation and workforce regulations
- Improve America's Job Center effectiveness and quality
- Development strategies, public awareness, and outcomes
- Capacity in the system to gather business data

Parties to the MOU

Required partners include local/regional representatives of the following programs:

PROGRAM	PARTNER
WIOA Title I Adult	Mother Lode Workforce Development Board
WIOA Title I Dislocated Worker	
WIOA Title I Youth	
WIOA Title II Adult Education and Literacy	Columbia College
Carl Perkins Career Technical Education	
WIOA Title III Wagner-Peyser	CA Employment Development Department
Veterans	
Trade Adjustment Assistance Act	
Unemployment Insurance	
WIOA Title IV Vocational Rehabilitation	CA Department of Rehabilitation
Title V of Older Americans Act	SER California Jobs for Progress, Inc.
Job Corps	San Jose Job Corps Center
Native American Programs (Section 166)	California Indian Manpower Consortium
Migrant Seasonal Farmworkers (Section 167)	California Human Development (Amador & Calaveras)
	Central Valley Opportunity Center, Inc. (Tuolumne & Mariposa)
YouthBuild	San Joaquin County Office of Education
Community Services Block Grant	ATCAA - Amador Tuolumne Community Action Agency (Amador, Tuolumne)
	CMCAA - Calaveras Mariposa Community Action Agency (Calaveras, Mariposa)
Housing & Urban Development	ATCAA - Amador Tuolumne Community Action Agency (Amador, Tuolumne)
	CMCAA - Calaveras Mariposa Community Action Agency (Calaveras, Mariposa)
Second Chance	N/A
Temporary Assistance for Needy Families/CalWORKs	Amador County Health & Human Services
	Calaveras County Health & Human Services
	Tuolumne County Health & Human Services
	Mariposa County Health & Human Services

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One-Stop System, Services

The Mother Lode Job Training (MLJT) One-Stop Delivery system has evolved over the years through inter-agency efforts and partnership collaboration. This system is a partnership of education/training providers, human/social services providers, economic development agencies, and employer groups. The system's focus is on two customer groups: businesses and job seekers. The MLJT workforce system considers itself to be a demand-driven system where job seeker services are driven by business needs; thus, assuring job seekers are prepared for industries/occupations available in the region while benefitting the local economy.

The job seeker flow within the One-Stop System begins with Basic Career Services for all users with options to proceed through Individual Career Services, comprehensive vocational assessments, as well as intensive and training/placement services delivered as needed/appropriate.

Basic Career Services, which are deemed to be self-service and informational in nature, are available without registration/enrollment. Numbers and demographic information are captured for reporting purposes. All users of the facilities are notified of orientation times if they would like to gain knowledge about additional services that may be available to them through our job centers. Every effort is made to assure quick response and rapid process flow to facilitate the development of a viable career path and employment suited to individual needs on a timely basis without undue bureaucracy.

This service delivery system strives to maintain the One-Stop model that allows a wide variety of information and resources to be accessed from one facility. MLJT has one comprehensive One-Stop, which is in the city of Sonora in Tuolumne County and is comprised of available mandatory partners. Additional partners are used to address specific needs as they are determined.

Meetings with One-Stop partner staff members are held quarterly at the Sonora One-Stop facility to discuss opportunities for improvement. These meetings are comprised of key decision makers representing partners, with meetings held on a quarterly basis to exchange ideas and develop, modify, or enhance One-Stop strategies, including the formal development of a referral process among all partners.

The Comprehensive One-Stop Center in Sonora provides Basic, Individual, and Training services to customers, and is an ADA Accessible facility with equipment to assist visually or hearing-impaired customers.

Services may be accessed by self-directed customers seeking information regarding employment, education and training, and staff-assisted customers may use the facility as needed during their training. Self-directed customers may utilize:

- High-speed internet to link them to job-search engines and other job search websites

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- Computer access to file UIB or Disability claims online
- Links to Labor Market Information, in-demand jobs
- The Eligible Training Provider List available on the computers in the resource room,
- A fax, copier, scanner, and telephone
- Job Listings posted on the Job Wall and on the internet, along with workshops on job search techniques, resume preparation and interviewing
- Language courses available through Alison.com to learn a variety of languages including English and Spanish
- Online tutorials to refresh or improve their academics and prepare for the GED
- Self-assessment tools, computerized assessments, and skills assessment tools to provide information on their unique set of skills and abilities and to guide them in selecting career options

Further services provided by partners can be seen in graphic form on pages 12-13 of the attached Infrastructure Funding Agreement and Other Systems Cost Budget.

Responsibility of AJCC Partners

- The AJCC partner agrees to participate in joint planning, plan development, and modification of activities to accomplish the following:
    - Continuous partnership building
    - Continuous planning in response to state and federal requirements
    - Responsiveness to local and economic conditions, including employer needs
    - Adherence to common data collection and reporting needs
- Make the service(s) applicable to the partner program available to customers through the one-stop delivery system.
- Participate in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
- Participate in capacity building and staff development activities to ensure that all partners and staff are adequately cross-trained.
- The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-colocated partners who are receiving benefit from the AJCCs will also be required to contribute their proportionate share towards infrastructure costs. All parties agree that when data are available to determine the AJCC benefit to non-colocated partners, the infrastructure cost sharing agreement will be renegotiated.

Infrastructure Funding Agreement & Other Shared System Costs

Please see attached Infrastructure Funding Agreement.

Methods for Referring Customers

The co-located partners have been meeting on formalizing a referral system, with common

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referral and intake forms. Development of these forms is anticipated in Fall of 2022, with an expanded rollout to all system partners by the end of 2022. Quarterly meetings and periodic calls have occurred to discuss the development of forms and procedures to achieve these goals and will continue to do so going forward.

Goals of the referral system are:

- **Customer-Focus:** By streamlining information gathering, the customer will not have to be concerned with duplicative entry, and will know that the system communicates with each other to provide them with the most robust services possible to meet their needs
- **Information Sharing:** Meetings between partners will help to familiarize each other with our services, and materials will be shared with customers around partner services
- **Electronic Referral:** Forms will be accessible by partners via the cloud to ensure immediate delivery of information and the ability to serve clients before they engage with another partner
- **Direct Linkage:** Electronic referrals and communication between case managers in real time will be formalized so that customers are being served as efficiently as possible

Access for Individuals with Barriers to Employment

A focus of the system is access for individuals with barriers to employment, which consist of:

- Displaced workers
- Low-income individuals
- Native Americans
- Individuals with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals
- Youth who are in, or have aged out, of the foster care system
- English language learners
- Individuals with low levels of literacy
- Individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers
- Individuals within two years of exhausting lifetime TANF eligibility
- Single parents
- Long-term unemployed individuals

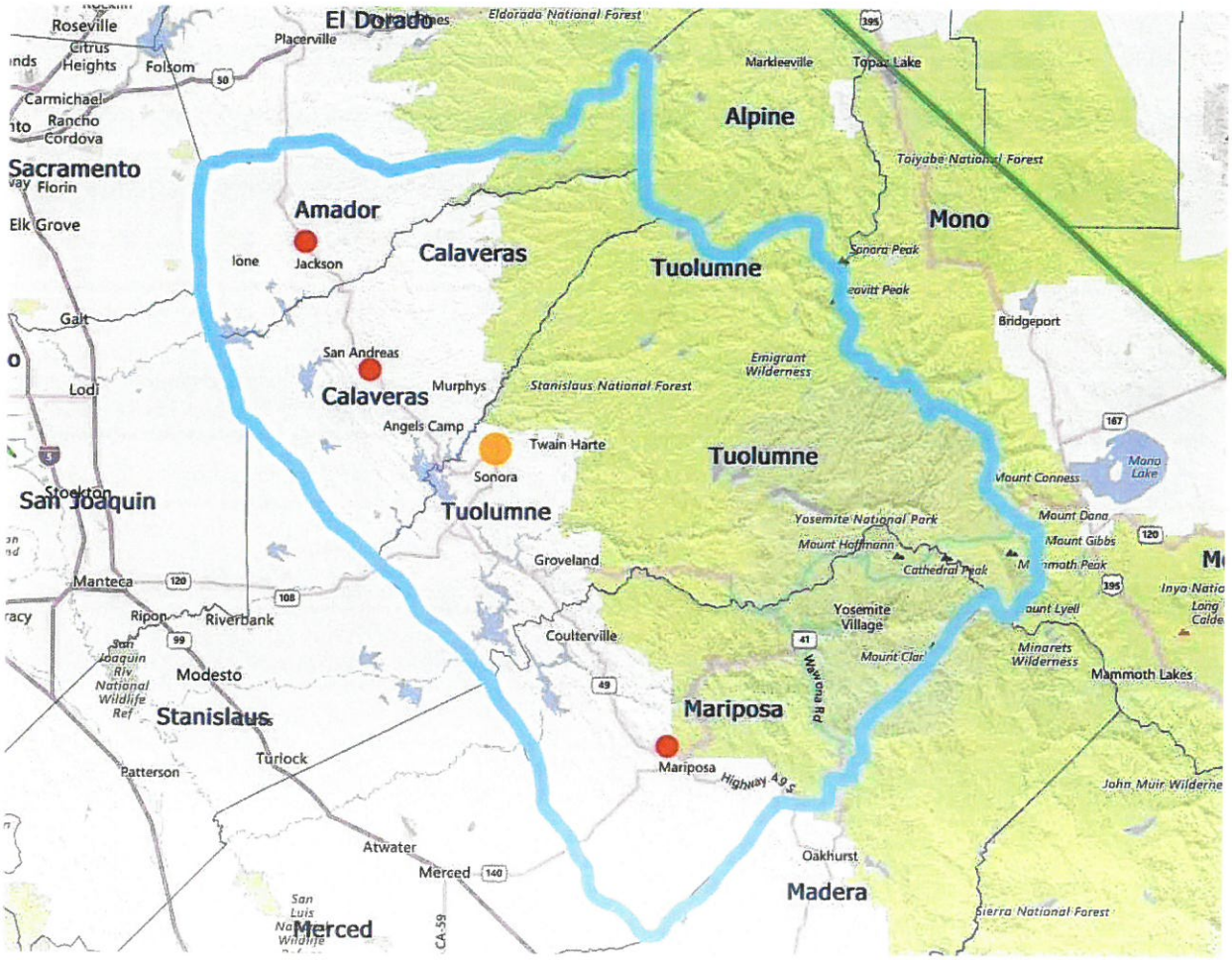
The system partners are committed to offer priority of services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services. This includes a commitment to ensure that all policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

The MLJT one-stop system includes one comprehensive center in Sonora (Tuolumne County)

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and three affiliate centers in Sutter Creek (Amador County), San Andreas (Calaveras County), and Mariposa (Mariposa County). These centers are placed in the largest communities located in the Local Area to reach the most residents possible. The geographic placement of the centers also allows for the reach of the workforce system to extend into smaller communities. The comprehensive AJCC is located within 75 minutes of most populated areas in the Local Area and the affiliate AJCCs, thereby increasing the accessibility of the services provided. Likewise, all the centers are located along highway 49 at intersections with highways 88, 4, 108, and 140 that run through the area.

A map of the Local Area, with the location of the four AJCCs (1 comprehensive in gold; 3 affiliates in red), is included below:



Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

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- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or partners (e.g., applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

Confidentiality

The AJCC Partner agrees to comply with the provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose use, or permit, cause to be published, disclosed, or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The AJCC partner agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC partners must adhere and shall share information necessary for the administration of the program as allowed under law and regulation. The AJCC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
- Client information shall be shared solely for the purpose of enrollment, referral, or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

Non-Discrimination and Equal Opportunity

The AJCC partner shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry,

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religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status. The AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The AJCC partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination based on disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

Grievances and Complaints Procedure

The AJCC partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

Americans with Disabilities Act and Amendments Compliance

The AJCC partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

Effective Dates and Term of MOU

This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be three years, from July 1, 2022 to June 30, 2025. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

Modifications and Revisions

This MOU constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

Termination

The parties understand that implementation of the AJCC system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a

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part of this this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

Administrative and Operations Management Sections

License for Use

During the term of this MOU, all partners to this MOU shall have a license to use all of the space of the AJCCs for the sole purpose of conducting acceptable AJCC services as outlined herein.

Supervision/Day to Day Operations

The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCCs, and each party will take appropriate action.

Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally required employee benefits. In addition, each party shall be solely responsive and save all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

Dispute Resolution

The parties agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution.

Press Releases and Communications

All parties shall be included when communicating with the press, television, radio, or any other form of media regarding its duties or performance under this MOU. Participation of each party in press/media presentations will be determined by each party's public relations policies.

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Unless otherwise directed by the other parties, in all communications, each party shall make specific reference to all other parties.

The parties agree to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, any written correspondence and fax transmittals.

Hold Harmless/Indemnification/Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend, and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

Signatories to this agreement:

PARTNER	SIGNATORY
Mother Lode Job Training Board of Directors	Marshall Long, Chair / Chief Elected Official
Mother Lode Workforce Development Board	Tyler Newton, Chair
Columbia College	Dr. Lena Tran, President
CA EDD (WP/Vets/TAAA)	Chukwudi Nnebe, Deputy Division Chief
CA EDD (UI)	David Rangel, Employment Develop. Admin.
CA Department of Rehabilitation	Shayn Anderson MS, Regional Director, SJVD
SER California Jobs for Progress, Inc.	Sandra Leon-Alfaro, Prgm. Dir. (SCSEP North)
San Jose Job Corps Center	Davina Hernandez, Center Director
California Indian Manpower Consortium	Lorenda T. Sanchez, Executive Director
California Human Development	Thomas Stuebner, CEO
San Joaquin County Office of Education	Lucas Homdus, Administrator, YouthBuild SJ
Central Valley Opportunity Center, Inc.	Jorge De Nava Jr, Executive Director
ATCAA	Joe Bors, Executive Director
CMCAA	Staci Johnston, Executive Director
Amador County Health & Human Services	Anne Watts, Director
Calaveras County Health & Human Services	Cori Allen, Director
Tuolumne County Health & Human Services	Rebecca Espino, Director
Mariposa County Health & Human Services	Joe Lynch, Director

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Signature Page

By signing below, all parties agree to the terms prescribed in this MOU, including the attached Infrastructure Funding Agreement and Other System Costs Budget.

Mariposa County Health & Human Services



Joe Lynch, Director

Date

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Workforce Innovation and Opportunity Act
Infrastructure Funding Agreement and Other System Costs Budget
Mother Lode Workforce Development Board

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Process and Development

Local Workforce Development Area (Local Area): Mother Lode Workforce Development Board

Date Submitted: June 30, 2022

1. The period of time this agreement is effective: July 1, 2022 – June 30, 2025

2. Identification of all AJCC partners, Chief Elected Officials (CEO), and Local Boards participating in the infrastructure and other system costs funding agreements. AJCC partners not identified below have no obligations currently under this agreement.
   - CEO/s: Mother Lode Consortium Board of Directors
   - Local Board/s: Mother Lode Workforce Development Board
   - AJCC Partners Participating in the Infrastructure Funding Agreement (IFA): Mother Lode Workforce Development Board, CA Employment Development Department (EDD), and CA Department of Rehabilitation (DOR)
   - AJCC Partners Participating in the Shared Other System Costs Agreement: Mother Lode Workforce Development Board

3. Steps the Local Board, CEO, and AJCC partners took to reach consensus and/or an assurance that the Local Area followed guidance for the state infrastructure funding mechanism.
   Local Board staff worked with EDD and DOR staff to split costs on the one comprehensive AJCC in the Local Area via email and in-person meetings. These three partners cover eight programs that utilize the career center.

4. A description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.
   Issues to be resolved will be addressed either in the quarterly system partner meetings, or via monthly meetings between Workforce Board staff and EDD/DOR management.

5. A description of the periodic modification and review process that will be used to ensure all AJCC partners continue to contribute their fair and equitable share of infrastructure and other system costs, including the identification of who will fulfill this responsibility. This must include a reconciliation schedule. (Who, What, When, How)
   The MOU will be reviewed on an annual basis to take into account any new co-located partners, as well as changes in expenses, each summer of the MOU period.

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Sharing Infrastructure Costs

Budget, Cost Allocation Methodology, Initial Proportionate Share

MOU Content Requirements:

A budget outlining the infrastructure costs for each AJCC in the Local Area with a detailed description of what specific costs are included in each line item.

When establishing the infrastructure cost budget, Local Boards have two options:
Option 1: Develop a separate budget for each AJCC.
Option 2: Develop a consolidated system-wide budget for its network of AJCCs.
Option 3: A mixture of separate and consolidated budgets.

If the Local Board chooses to negotiate infrastructure costs based on their network of AJCCs, rather than center by center, then the budgets for all the AJCCs can be consolidated into one system budget. However, this consolidation may not distort the distribution of costs as they must be attributable to each partner equally and in accordance with the agreed upon cost allocation methodology). Consolidations might allow the "financing" of infrastructure cost between partners more easily. It is not required that each partner contribute to each comprehensive AJCC, as long as their consolidated share of contributions equals their responsibility to pay as determined by the agreed upon cost sharing methodology.

If using Option 3, multiple budgets will need to be included with clear identification of which AJCCs belong to which budget.

The Local Board and AJCC partners have chosen this option for developing the infrastructure cost budget:

__X__ Option 1: A separate budget for each AJCC.

_____ Option 2: A consolidated system-wide budget for the network of AJCCs

_____ Option 3: A mixture of separate and consolidated budgets for the Local Area's AJCCs.

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AJCC(s) and Colocated Partners

- Include all AJCCs Identified in the MOU
- Include if the AJCC is a comprehensive, affiliate, or specialized center.
- Colocated Partner definition: All AJCC partners who have a physical presence within the center, either full time or part time.

AJCC #1 (of 1)

Name/Address of the AJCC:
Mother Lode Job Training - Tuolumne AJCC
197 Mono Way, Suite B
Sonora, CA 95370

Type of AJCC: Comprehensive

Partners colocated at this AJCC: Mother Lode Workforce Development Board, CA Employment Development Department (Workforce Services & Veterans), CA Department of Rehabilitation.

AJCC Infrastructure - Annual Budget Tuolumne Comprehensive AJCC		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities		$68,760
Annual Rental Costs Subtotal:		$68,760
Utilities and Maintenance		
Electic / Gas / Water / Sewer		$16,735
High-Speed Internet		$4,941

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MIS Expense		$9,661
Equipment & Building Maintenance		$11,337
Telephones (Landlines)		$2,193
Janitorial Services		$11,901
Insurance		9,275
Annual Utilities and Maintenance Costs Subtotal:		$66,045
Equipment		
Assessment-related products		
Assistive technology for individuals with disabilities (Access and Accommodation)	TTY; ADA compliant computers, webcams, headsets; ADA-compliant AJCC physical modifications	$5,000
Leased equipment (copiers, etc.)		$5,724
Office Supplies		$23,337
Computers		
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	Software, Furniture & Equip Purch	$14,962
Annual Equipment Costs Subtotal:		$49,023
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology		

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Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: _____		
Annual Technology to Facilitate Access Costs Subtotal:		$0
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)		
Creating New AJCC Signage		
Updating Templates and Materials		
Updating Electronic Resources		
Annual Common Identifier Subtotal:		$0

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	**Total Cost**
Subtotal: Rental Costs	$68,760
Subtotal: Utilities and Maintenance Costs	$66,045
Subtotal: Equipment Costs	$49,023
Subtotal: Technology to Facilitate Access Costs	$0
Subtotal: Common Identifier Costs	$0
TOTAL ANNUAL INFRASTRUCTURE COSTS FOR THIS AJCC:	$183,828

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Cost Allocation Methodology to Share Agreed Upon Infrastructure Costs
The Local Board and colocated partners must agree to a cost allocation methodology to identify the proportionate share of infrastructure costs each partner will be expected to contribute. Any cost allocation methodology selected must adhere to the following: - Be consistent with federal laws authorizing each partner's program - Comply with federal cost principles in the Uniform Guidance. - Include only costs that are allowable, reasonable, necessary, and allocable to each program partner. - Be based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.
Infrastructure Cost Allocation Methodology
Identify the chosen and agreed upon cost allocation methodology: The proportion of a partner program's occupancy percentage of the AJCC (square footage)

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Initial Proportionate Share of Infrastructure Costs Allocated to Each Colocated Partner

The initial proportionate share of infrastructure costs allocated to each partner based on the agreed upon cost allocation methodology, each partner's estimated total contribution amount, and whether it will be provided through cash, non-cash (in-kind), and/or third-party in-kind contributions. This initial determination must be periodically reconciled against actual costs incurred and adjusted accordingly.

AJCC partners (or their respective state entity) may provide cash, non-cash, and third-party in-kind contributions to cover their proportionate share of infrastructure costs. If non-cash or in-kind contributions are used, they cannot include non-infrastructure costs (such as personnel), and they must be valued consistent with Uniform Guidance Section 200.306 to ensure they are fairly evaluated and meet the partner's proportionate share.

If third-party in-kind contributions are made that support the AJCC(s) as a whole (such as space), that contribution will not count toward a specific partner's proportionate share of the IFA. Rather, the value of the contribution will be applied to the overall infrastructure budget prior to determining proportionate amounts and thereby reduce the contribution required for all partners.

Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole

Cost Categories	Total Cost	Contributor/s	Value	Balance to Allocate
Rent	$68,760			$68,760
Utilities/Maintenance	$66,045			$66,045
Equipment	$49,023			$49,023
Access Technology	$0			$0
Common Identifier	$0			$0
Total Infrastructure Balance to Be Allocated to Colocated Partners:				$183,828

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Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners					
Assumptions: 5,600 total square feet = 1,739 Dedicated (31%) + 3,861 Common (69%)					
Colocated Partner/s	**Shared Infrastructure Costs**	**Application of Methodology**	**Allocated Initial Share**	**Amount: Cash**	**Amount: In-Kind**
Partner 1: Mother Lode Workforce Development Board	**$183,828 Annually**	1509 out of 1,739 dedicated square feet = 86.75%, Plus 50% of 1 partner office (130 square feet) = 3.75% = **90.50% multiplier**	**$166,364 Total**	**$166,364 Total**	$0
Partner 2: CA Employment Development Department	**$183,828 Annually**	1 partner office (100 out of 1,739 dedicated square feet) = 5.75% x every day (100%) = **5.75% multiplier**	**$10,570 Annually**	**$10,570 Annually**	$0
Partner 3: CA Employment Development Department (Veterans)	**$183,828 Annually**	1 partner office (130 out of 1,739 dedicated square feet) = 7.5% x 1 day every other week (10%) = **0.75% multiplier**	**$1,379 Annually**	**$1,379 Annually**	$0

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Partner 4: CA Department of Rehabilitation	**$183,828 Annually**	1 partner office (130 out of 1,739 dedicated square feet) = 7.5% x 2 days every week (40%) = **3.0% multiplier**	**$5,515 Annually**	**$5,515 Annually**	$0

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Sharing Other One-Stop System Costs

MOU Content Requirement:

A budget outlining other system costs relating to the operation of the local One-Stop delivery system and a description of what specific costs are included in each line item. The budget must include "applicable career services" as well as any other shared costs agreed upon by the AJCC partners and Local Board.

While only colocated partners share infrastructure costs, all partners must share in other system costs, including applicable career services.

The One-Stop System Partners Included in the Sharing of Other One-Stop Delivery System Costs

_X_ Title I Adult, Dislocated Worker, and Youth

_X_ Title II Adult Education and Literacy

_X_ Title III Wagner-Peyser

_X_ Title IV Vocational Rehabilitation

_X_ Carl Perkins Career Technical Education

_X_ TANF/CalWORKS

_X_ Title V Older Americans Act

_X_ Job Corps

_X_ Native American Programs

_X_ Migrant Seasonal Farmworkers

_X_ Veterans

_X_ YouthBuild

_X_ Trade Adjustment Assistance Act

_X_ Community Services Block Grant

_X_ Housing and Urban Development

_X_ Unemployment Insurance

___ Second Chance

___ Other:

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Required Consolidated System Budget for "Applicable Career Services"

The agreed upon budget for other system costs must align with the outlined shared customers and services.

The other system costs budget must be a consolidated budget that includes a line item for applicable career services. The MOU requires identification of the applicable career services for each partner program. Accordingly, this budget must include each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner.

Applicable Career Services are services authorized to be provide under each partner's program.

Summary of Career Services Applicable to Each One-Stop Delivery System Partner

Basic Career Services	Title I Program Eligibility	Outreach, Intake, Orient.	Initial Assess-ment	Labor Exch./Job Search	Referrals to Partners	Labor Market Inform.	Perfor-mance/ Cost Info	Support Service Info	UI Info/ Assistance	Financial Aid Info
T-1 Adult	X	X	X	X	X	X	X	X	X	X
T-1 DW	X	X	X	X	X	X	X	X	X	X
T-1 Youth	X	X	X	X	X	X	X	X	X	X
T-II AEL			X		X					
T-III WP	X	X	X	X	X	X		X	X	
T-IV VR			X	X	X	X		X		
TANF	X	X	X	X	X	X	X	X	X	
Tech Ed		X	X	X	X	X	X			X
T-V OAA			X		X	X				
Job Corps		X	X					X		
Veterans	X	X	X	X	X	X		X	X	
MSF		X	X		X	X		X	X	
YouthBuild										
TAA	X	X	X	X	X	X	X	X	X	
Comm Act										
Housing		X			X			X		
UI	X	X							X	
Native Am	X	X	X		X	X		X	X	X

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Summary of Career Services Applicable to Each One-Stop Delivery System Partner									
Individual. Career Services	Comp Assess-ment	IEP	Carer Plan/ Counsel	Short-Term Prevoc.	Intern-ships/ WorkExp	Out-of-Area Job earch	Financial Literacy	IET/ELA	Workforce Preparation
T-1 Adult	X	X	X	X	X	X	X	X	X
T-1 DW	X	X	X	X	X	X	X	X	X
T-1 Youth	X	X	X	X	X	X	X		X
T-II AEL					X			X	X
T-III WP		X	X						X
T-IV VR	X	X	X	X		X			X
TANF	X		X	X	X		X		X
Tech Ed			X		X			X	X
T-V OAA			X		X				X
Job Corps									
Veterans	X	X	X	X		X	X		X
MSF	X	X	X	X	X				X
YouthBuild									
TAA	X	X	X	X	X	X			X
Comm Act									
Housing									
UI									
Native Am	X	X	X	X	X				X

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Attachment: Mother Lode Job Traing - MOU - Workforce - 2023-2025 - Wd.h.signature (RES-2022-443 : Ratify the Director's Signature on the

Required Consolidated Budget for the Delivery of Applicable Career Services		
The other system costs budget must be a consolidated budget for applicable career services. This budget must include each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner. Unlike the IFA, other system costs should include all costs, including personnel, related to the administration and delivery of those services.		
	Basic Career Services: • T-I Eligib./Initial Assess • Outreach, Intake, Orient • Labor Exch./Job Search • Referrals/LMI • Support Service Info • UI Info/Fin Aid Info	**Individual Career Services:** • Comp Assessment/IEP • Career Plan/Counsel • Short-Term Pre-vocational • Internship/Work Experience • Financial Literacy • IET/ELA/WF Prep
T-1 Adult	$287,800	$90,884
T-1 DW	$293,968	$60,210
T-1 Youth	$205,164	$115,405
T-II AEL		
T-III WP	$122,583	$21,632
T-IV VR	$282,750	$1,130,998
TANF		
Tech Ed		
T-V OAA		
Job Corps		
Veterans	$74,788	$13,198
MSF	$107,007	$2,956
YouthBuild		
TAA		
Comm Act		
Housing		
UI	$7,192	
Native Am	$30,935	$4,790
TOTAL	**$1,409,659**	**$1,440,073**
Consolidated budget total of career services delivered through the One-Stop system: $ 2,849,732		

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F.10.b

Attachment: Mother Lode Job Traing - MOU - Workforce - 2023-2025 - Wd.h.signature (RES-2022-443 : Ratify the Director's Signature on the

Partner Agreement to Share Other One-Stop System Costs
The other system costs budget may include any other shared services that are authorized for and commonly provided through the AJCC partner programs to any individual, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other One-Stop partners, and business services. Shared operating costs may also include shared costs related to the Local Board's functions. As with infrastructure costs, other system costs must be allocable according to the proportion of benefit received by each of the AJCC partner programs, consistent with the partner's authorizing federal statute and Uniform Guidance. The MOU must also include an agreed upon budget for these other costs along with the agreed upon cost sharing methodology. These costs may be shared through cash, non-cash, or third-party in-kind contributions All AJCC partners must agree to the other system costs budget. There is no state funding mechanism for other system costs that will be triggered due to lack of agreement at the local level for these costs.
Options for Local Agreement for Partners to Share Other System Costs
- **Initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, and referrals to other AJCC partners.** This may include costs such as technology and tools that increase integrated service delivery through the sharing of information and service delivery processes. - **Business services.** This may include costs related to a local or regional system business services team that has one or more partners on the team or has delegated a specific partner to provide business services on behalf of the system. - **AJCC partner staff cross training.** This may include any staff cross training on partner programs and eligibility. - **One-Stop operator.** This may include the system role of the One-Stop operator (e.g., coordinating service providers across the One-Stop delivery system) when the role is not specific to the operation of the AJCC and/or specific partner programs, so long as the role was defined by the Local Board in the procurement process and agreed to by all AJCC partners in the MOU. - **Shared personnel costs for AJCC colocated partners.** This may include center receptionists and/or center managers.

Note: Mother Lode Workforce Development Board pays all "Other One-Stop System Costs". MOU partner sharing not required.

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F.10.b

Attachment: Mother Lode Job Traing - MOU - Workforce - 2023-2025 - Wd.h.signature (RES-2022-443 : Ratify the Director's Signature on the

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-444

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Authorize Public Works to Waive Encroachment Fee and Facility Use Waiver for National Night Out

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RECOMMENDATION AND JUSTIFICATION:
Authorize Public Works to Waive the Encroachment and Facility Use Fees for National Night Out, closing the Courthouse Lawn, 9th, and 10th Streets from Bullion to Jones Streets from 5:00 pm to 9:00 pm during the "National Night Out" event on August 2, 2022, coordinated by California Highway Patrol (CHP).

The event coordinator will have various booths to reach out to the local community. This event will provide a great opportunity to bring law enforcement and residents together under positive circumstances.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
National Night Out is a community-police awareness- raising event in the United States, held nationwide the first Tuesday of August.
The Board has approved this event in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the fees could be a financial burden for the coordinators.

ATTACHMENTS:
Encroachment Permit 22 (PDF)
Letter from CHP to PW 22 (PDF)
letter to BOS 22 (PDF)
Insurance 22 (PDF)
Map 22 (PDF)

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

REF ID# 13191

MARIPOSA COUNTY
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 7-11-2022 BUILDING PERMIT: _____

GENTLEMEN:

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON _____ ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY).

1. ____ DRIVEWAY
____ ROAD CROSSING
____ WATER PIPE, CULVERT, ETC.
____ LDA ROAD

2. ____ NEW BUILDING/HOME
____ REMODEL EXISTING
____ NEW MAILBOX
__X__ OTHER (EXPLAIN BELOW)

9TH & 10TH TO BE CLOSED FOR EVENT

3. DRIVING INSTRUCTION FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

BULLION ST. TO 10TH STREET

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

ATTACHED 9TH TO 10TH STREET BETWEEN BULLION & JONES ON AUGUST 2, 2022 FROM 1700 TO 2100 HOURS.

5. ASSESSOR'S PARCEL NUMBER: _____

6. ADDRESS OF PARCEL: 5088 BULLION ST

APPLICANT IS **REQUIRED** TO STAKE THE ENCROACHMENT WITH THE **PINK CARD** PROVIDED AND/OR NEW MAILBOX LOCATION WITH THE **GREEN CARD** PROVIDED.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO._____

DATE ISSUED_____

MATTHEW CHANCE
OWNERS NAME (Please print)

SIGNATURE OF OWNER/APPLICANT

PO BOX 217
OWNERS MAILING ADDRESS

MARIPOSA CA 95338
CITY STATE ZIP

209-966-3656
PHONE NUMBER

Attachment: Encroachment Permit 22 (RES-2022-444 : Authorize Public Works to Waive Encroachment Fee and Facility Use Waiver for

State of California – Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
5264 CA-49 N
Mariposa , CA. 95338
(209) 966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

July 11, 2022

File No.: 455.15326.20097

Mariposa County Public Works
Attention: Eddie Scherf
4639 Ben Hur Road
Mariposa, CA. 95338

Dear Mr. Scherf,

On August 2, 2022, 6:00 PM to 8:00 PM, the Mariposa Area CHP will be hosting National Night Out, at the Mariposa Courthouse. We are requesting the closure of 9th and 10th Streets between Bullion and Jones to accommodate for emergency vehicle parking and display. The roads would need to be closed from 5:00 PM to 9:00 PM. Additionally, we would request four road closed signs and eight traffic cones to accommodate the closure. Alternate routes of travel will be available.

G. PEIRSOL, Lieutenant
Commander
Mariposa Area
Attachments

Attachment: Letter from CHP to PW 22 (RES-2022-444 : Authorize Public Works to Waive Encroachment Fee and Facility Use Waiver for

State of California – Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
5264 CA-49 N
Mariposa , CA. 95338
(209) 966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

July 11, 2022

File No.: 455.15326.20097

Mariposa County Board of Supervisors
5100 Bullion Street
Mariposa, CA. 95338

Dear Mariposa Board of Supervisors

On August 2, 2022, 6:00 PM to 8:00 PM, the Mariposa Area CHP will be hosting National Night Out. National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances. We are requesting a fee waiver for the encroachment permit to close 9th and 10th Streets, between Bullion and Jones Streets, from 5:00 PM to 9:00 PM. Alternate routes of travel will be available. Thank you for your consideration.

G. PEIRSOL, Lieutenant
Commander
Mariposa Area
Attachments

Attachment: letter to BOS 22 (RES-2022-444 : Authorize Public Works to Waive Encroachment Fee and Facility Use Waiver for National Night

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

July 01, 2022

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2022 / JUNE 30, 2023

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and- Insurance-Management-Services-List-Folder/File-a-Government-Claim.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance- Management-Services-List-Folder/File-a-Government-Claim.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

Christopher Carroll
Associate Risk Analyst
Insurance Services Unit
Phone: (916) 376-5279
Fax: (916) 376-5275
christopher.carroll@dgs.ca.gov

To request updated letter of self-insurance, please submit to riskmanagement@dgs.ca.gov

Attachment: Insurance 22 (RES-2022-444 : Authorize Public Works to Waive Encroachment Fee and Facility Use Waiver for National Night Out)



Attachment: Map 22 (RES-2022-444 : Authorize Public Works to Waive Encroachment Fee and Facility Use Waiver for National Night Out)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-445

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve One Overhire Undersheriff Position

RECOMMENDATION AND JUSTIFICATION:
Approve One Over-Hire of an Undersheriff, Effective August 1, 2022.

A letter of intent to retire as of December 29, 2022 was received from the current Undersheriff. Due to the extensive training requirements, it is vital the incoming employee work as closely with the current incumbent as possible.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has approved over-hire positions in the past when it is beneficial to the County's ability to continue to provide critical county services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses to not allow the over-hire of this position, the anticipated vacancy and transition in December could have a vital impact on Sheriff's Office operations.

FINANCIAL IMPACT:
No financial impact, funding for this over-hire position can be accomidated in the current budget.

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

REF ID# 13210

MARIPOSA COUNTY

Public Works/Solid Waste · 209-966-2498

ORDINANCE 2022-1177

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with SB 1383

RECOMMENDED ACTION AND JUSTIFICATION:

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

The Short-lived Climate Pollutant Reduction Act of 2016 (SB 1383) requires Jurisdictions to adopt and enforce and ordinance or similar enforceable mechanism to implement relevant provisions of SB 1383 Regulations. The Jurisdiction's oversight and enforcement program is required to incorporate evaluations of edible food recovery, CALGreen Building Standards, and Water Efficient Landscape program requirements.

This draft ordinance includes all regulatory requirements applicable to Mariposa County and mandates compliance by organic waste generators, haulers, and other entities that are subject to Mariposa County's jurisdiction.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Ordinance No. 409 was adopted by the Board of Supervisors in 1975 creating Chapter 8.12, outlining which entities may use the Mariposa County solid waste system as well as restrictions and associated penalties.

Ordinance No. 493 was adopted by the Board of Supervisors in 1978 creating Chapter 8.36, establishing regulations governing the collection, transportation, and disposal of solid waste within Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives: Make amendments to the text in the draft ordinance.

Negative action: If the ordinance is not introduced or adopted, CalRecycle could take direct enforcement action against entities subject to Mariposa County's jurisdiction and/or enforcement action against Mariposa County. Additionally, Mariposa County would not be eligible to receive CalRecycle SB 1383 Local Assistance grant funds.

ATTACHMENTS:
Draft Ordiance 8.60 Summary (DOCX)
Draft Ordinance 8.60 (DOCX)
Ordinance 0409 (PDF)
Ordinance 0493 (PDF)

RESULT: **INTRODUCED [UNANIMOUS]** **Next: 8/16/2022 9:00 AM**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF ADOPTED ORDINANCE CREATING COUNTY CODE TO ADD CHAPTER 8.60 ENTITLED "ORGANIC WASTE DISPOSAL REDUCTION"

Notice is hereby given that on Tuesday, August 16, 2022, at its regularly scheduled meeting, the Mariposa County Board of Supervisors adopted an ordinance to amend Mariposa County Code Title 8 to add Chapter 8.60:

Section I: Definitions

Identifies the Mariposa County Public Works Department as the Reporting Authority for Mariposa County and details the regulatory recordkeeping and reporting requirements.

Describes the education and outreach requirements that shall be implemented by the Mariposa County Public Works Department and the Jurisdiction's franchised hauler.

Regulatory requirements for single-family generators. Single-family generators with collection service must place designated materials in designated containers. Encourages single-family generators to voluntarily reduce organic waste disposal.

Requires commercial businesses, including multi-family residential dwellings of five or more units, which generate more than four cubic yards of commercial solid waste per week to participate in a recycling program.

Requires applicable commercial edible food generators to arrange to recover the maximum amount of edible food that would otherwise be disposed. Includes recordkeeping and reporting requirements.

Details the edible food recovery recordkeeping and reporting requirements for food recovery services, food recovery organizations, and the Mariposa County Public Works Department.

Requires composting facilities and community composting operators to provide information regarding activities, capacity, and throughput to Mariposa County within 60 days of receiving a request for information.

Requires self-haulers to source separate recyclable materials in accordance with Mariposa County requirements. Details the recordkeeping and reporting requirements for commercial businesses that self-haul solid waste.

Assigns the responsibility for CALGreen Building Code compliance to the Building Department Director. Requires permit applicants for new construction and building additions and alterations to comply with the California Green Building Standards Code.

Attachment: Draft Ordiance 8.60 Summary (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in

Assigns the responsibility for Model Water Efficient Landscaping Ordinance (MWELO) compliance to the Building Department Director. Defines which property owners or their building or landscape designers that are subject to MWELO compliance. Details the MWELO compost and mulch use requirements.

Assigns the responsibility for paper procurement compliance, including tracking and reporting of procurement by each department, to the Public Works Department. Defines the Recycled-Content Paper Procurement policy requirements.

Authorizes Mariposa County, and/or its designated entities, to conduct inspections and investigations to confirm compliance with this ordinance. This section does not allow inspections of the interior of private residential property.

Any violation of this chapter is a misdemeanor and shall be punishable under Chapter 1.20, the general penalty provision, of this code.

Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code § 25124.

Voting on the Ordinance was as follows:

AYES:
NOES:
ABSENT:
ABSTAINED:

Danielle Bondshu
Clerk of the Board

Attachment: Draft Ordiance 8.60 Summary (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in

Attachment: Draft Ordinance 8.60 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with

MARIPOSA COUNTY ORDINANCE NO. _____

AN ORDINANCE OF THE MARIPOSA COUNTY BOARD OF SUPERVISORS AMENDING COUNTY CODE TO ADD CHAPTER 8.60 TITLED "ORGANIC WASTE DISPOSAL REDUCTION"

WHEREAS, State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

NOW, THEREFORE, the Board of Supervisors of Mariposa County ordains as follows:

Attachment: Draft Ordinance 8.60 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with

SECTION I: Chapter 8.60 of the Mariposa County Code is hereby created to read as follows:

8.60.010 DEFINITIONS

(a) "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).

(b) "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

(c) "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential Dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

(d) "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

(e) "Compliance Review" means a review of records by a Jurisdiction or Regional Agency to determine compliance with this ordinance.

(f) "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

(g) "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

(h) "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

(i) "C&D" means construction and demolition debris.

(j) "Designee" means an entity that a Jurisdiction contracts with or otherwise arranges to carry out any of the Jurisdiction's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

(k) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

(l) "Enforcement Action" means an action of the Jurisdiction to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

(m) "Food" has the same meaning as in Section 113781 of the Health and Safety Code. "Food" means a raw, cooked, or processed edible substance, ice, beverage, an ingredient used or intended for use or for sale in whole or in part for human consumption, and chewing gum.

(n) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

(o) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

(p) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

(q) "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;

(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

(r) "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

(s) "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

(t) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

(u) "Inspection" means a site visit where a Jurisdiction or Regional Agency reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

(v) "Jurisdiction" means Mariposa County.

(w) "Jurisdiction Enforcement Official" county administrative official or other executive in charge or their authorized Designee(s) who is/are partially or wholly responsible for enforcing the ordinance.

(x) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location

Attachment: Draft Ordinance 8.60 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with

that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

(y) "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

(z) "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

(aa) "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

(bb) "MWELO" refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

(cc) "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

(dd) "Non-Local Entity" means the following entities that are not subject to the Jurisdiction's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

(1) Special District(s) located within the boundaries of the jurisdiction.

(2) Federal facilities, including federal parks, located within the boundaries of the Jurisdiction.

(3) Prison(s) located within the boundaries of the Jurisdiction.

(4) Facilities operated by the State Park system located within the boundaries of the Jurisdiction.

(5) Public universities (including community colleges) located within the boundaries of the Jurisdiction.

(6) County fairgrounds located within the boundaries of the Jurisdiction.

(7) State agencies located within the boundaries of the Jurisdiction.

(ee) "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

(ff) "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

(gg) "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

(hh) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

(ii) "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

(jj) "Printing and Writing Paper" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

(kk) "Prohibited Container Contaminants" means materials designated as unacceptable for collection or drop-off.

(ll) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

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(mm) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

(nn) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

(oo) "Regional Agency" or "Agency" means regional agency as defined in Public Resources Code Section 40181.

(pp) "Regional Enforcement Official" means an employee of a Regional Agency, designated by the Jurisdiction with responsibility for enforcing any portion of the ordinance in conjunction or consultation with the Jurisdiction Enforcement Official.

(qq) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

(rr) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

(ss) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

(tt) "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste, or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

(uu) "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.

(vv) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts

thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

(1) Hazardous waste, as defined in the State Public Resources Code Section 40141.

(2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

(3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

(ww) "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Solid Waste for the purposes of collection and processing.

(xx) "State" means the State of California.

(yy) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(zz) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

(1) Supermarket.

(2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.

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(3) Food Service Provider.

(4) Food Distributor.

(5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

(aaa) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

(1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

(2) Hotel with an on-site Food Facility and 200 or more rooms.

(3) Health facility with an on-site Food Facility and 100 or more beds.

(4) Large Venue.

(5) Large Event.

(6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

(7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

(bbb) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, or prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

8.6.020 REQUIREMENTS FOR THE RECORDKEEPING AND REPORTING AUTHORITY

(a) In conformance with Section 18995.2 of the Regulations, the Reporting Authority will store and maintain the Implementation Record for the Jurisdiction in a manner as required in the Regulations, provided that the information is made available to the Reporting Authority by the Jurisdiction creating such records.

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(b) The Mariposa County Public Works Department shall be the Reporting Authority and shall prepare and submit the Initial Jurisdiction Compliance Report and Jurisdiction Annual Reports to CalRecycle in compliance with Sections 18994.1 and 18994.2.

(c) The Reporting Authority shall submit the Edible Food Recovery Capacity required reports in accordance with the schedule established in Section 18992.3.

(d) Upon request by a CalRecycle representative, the Reporting Authority will provide access to the Implementation Record within 10 business days in conformance with the California Public Records Act (Government Code §6250 *et seq.*). The Reporting Authority will also respond to a request for public records contained in the Implementation Record. The Reporting Authority and any Jurisdiction or Responsible Department shall each notify the other if a request for all or part of the Implementation Record is received and shall coordinate a response to such request.

8.6.030 COMPLIANCE WITH EDUCATION AND OUTREACH

(a) The Mariposa County Public Works Department shall provide educational materials and community outreach to organic waste generators that explain and provide information on the requirements of the SB 1383 Regulations, as more specifically described below.

(b) In providing the education and outreach materials described below, the Mariposa County Public Works Department intends that its education and outreach efforts will be consistent with, and in coordination with, the education and outreach provided by the Jurisdiction's franchised hauler. Although Non-Local Entities and Local Education Agencies are not under the Jurisdiction's control but are still subject to SB 1383, the Mariposa County Public Works Department shall also identify and provide them with the educational materials on the requirements set forth below.

(c) Prior to July 1, 2022, the Mariposa County Public Works Department will make available to Generators, through print and/or electronic media as permitted pursuant to the Regulations, information regarding local opportunities for organic waste reduction and the responsibilities and requirements set forth in Sections 18985.1, 18985.2, 18991.3, 18991.4, and 18991.5 of the Regulations. The information generated pursuant to this subparagraph shall be made available through posting on the Mariposa County Public Works Department website, and brochures made available for distribution to Generators. The Mariposa County Public Works Department will additionally distribute the information through other social media as deemed appropriate at the Mariposa County Public Works Department's discretion. The information generated pursuant to this subparagraph shall be updated at least annually.

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(d) Through email, letters, or other direct communication, Mariposa County Public Works Department shall annually notify Tier I and II Commercial Edible Food Generators within its Jurisdiction of their food recovery requirements as established pursuant to Section 18991.3 and 18991.4 of the Regulations. Such notification shall include corresponding resources to assist in compliance with the applicable food recovery requirements.

8.60.040 REQUIREMENTS FOR SINGLE-FAMILY GENERATORS

Single-Family Solid Waste Generators shall comply with the following requirements:

(a) If utilized, shall comply with the Jurisdiction's Solid Waste collection service(s) by placing designated materials in designated containers and shall not place Prohibited Container Contaminants in collection containers. If a Single-Family Solid Waste Generator self-hauls Solid Waste, it must meet the Self-Hauler requirements in 8.60.090 of this ordinance.

(b) Single-Family Solid Waste Generators are encouraged to manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

8.60.050 REQUIREMENTS FOR COMMERCIAL BUSINESSES

Commercial Businesses, including Multi-Family Residential Dwellings of five or more units, that generate more than four cubic yards of commercial solid waste per week shall arrange for recycling services and shall take at least one of the following actions:

(a) Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that includes collection, self-hauling, or other arrangements for the pickup of the recyclable materials.

(b) Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation.

(c) A property owner of a multifamily residential dwelling may require tenants to source separate their recyclable materials to aid in compliance with this section.

(d) If utilized, comply with the Jurisdiction's Solid Waste collection service(s) by placing designated materials in designated containers and shall not place Prohibited Container Contaminants in collection containers. If a Commercial Business self-hauls Solid Waste, it must meet the Self-Hauler requirements in 8.60.090 of this ordinance.

(e) Supply and allow access to an adequate number, size, and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with the Jurisdiction's collection service.

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(f) Excluding Multi-Family Residential Dwellings, provide containers for the collection of those Source Separated Recyclable Materials as applicable in all indoor and outdoor areas where disposal containers are provided for customers for materials generated by that business. Such containers do not need to be provided in restrooms.

(g) To the extent practical through education, training, inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees, contractors, tenants, and customers from placing materials in a container not designated for those materials per the Jurisdiction's collection service.

(h) Annually provide information to employees, contractors, tenants, and customers about Solid Waste Recovery requirements and about proper sorting of Recyclable Materials.

(i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Recyclable Materials separate from Waste (when applicable) and the location of containers and the rules governing their use at each property.

(j) Provide or arrange access for the Jurisdiction or its agent to their properties during all Inspections conducted in accordance with 8.60.130 of this ordinance to confirm compliance with the requirements of this ordinance.

(k) Accommodate and cooperate with the Jurisdiction's monitoring program for inspection of the contents of containers for Prohibited Container Contaminants, to evaluate generator's compliance with 8.60.050(d).

(l) If a Commercial Business self-hauls Solid Waste, it must meet the Self-Hauler requirements in 8.60.090 of this ordinance.

(m) Nothing in this Section prohibits a Commercial Business from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(n) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to 8.60.060.

8.60.060 REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing July 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(c) Commercial Edible Food Generators shall comply with the following requirements:

(1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

(2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

(3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

(4) Allow Jurisdiction's designated enforcement entity or Regional Agency to access the premises and review records pursuant to 14 CCR Section 18991.4.

(5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

(C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(iii) The established frequency that food will be collected or self-hauled.

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(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

(6) No later than March 1 of each year commencing no later than 2023 for Tier One Commercial Edible Food Generators and 2025 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the Mariposa County Public Works Department that includes all information listed in 8.60.060(c)(5).

(d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and amended Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.60.070 REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES AND JURISDICTION

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

(2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

(3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

(4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

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(1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

(2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

(3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

(c) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the Jurisdiction and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the Jurisdiction the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than March 1.

(d) In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the Jurisdiction, Food Recovery Services and Food Recovery Organizations operating in the Jurisdiction shall provide information and consultation to the Mariposa County Public Works Department, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the Jurisdiction and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the Mariposa County Public Works Department shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the Jurisdiction or Regional Agency.

8.60.080 REQUIREMENTS FOR FACILITY OPERATORS AND COMMUNITY COMPOSTING OPERATIONS

(a) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon Jurisdiction request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the Jurisdiction shall respond within 60 days.

(b) Community Composting operators, upon Jurisdiction request, shall provide information to the Jurisdiction to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the Jurisdiction shall respond within 60 days.

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8.60.090 SELF-HAULER REQUIREMENTS

(a) Self-Haulers shall source separate all recyclable materials generated on-site from Solid Waste in a manner consistent with Jurisdiction requirements.

(b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials.

(c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Solid Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Solid Waste; this record shall be subject to Inspection by the Jurisdiction. The records shall include the following information:

(1) Delivery receipts and weight tickets from the entity accepting the waste.

(2) The amount of material in cubic yards or tons transported by the generator to each entity.

(3) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Solid Waste.

(d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 8.60.090(c) to Jurisdiction if requested.

(e) A residential Solid Waste Generator that self-hauls Solid Waste is not required to record or report information in Section 8.60.090(c) and (d).

8.60.100 COMPLIANCE WITH CALGREEN RECYCLING REQUIREMENTS

(a) The Building Department Director is responsible for CALGreen Building Code compliance, including the tracking and reporting of Construction and Demolition (C&D) debris diversion and annually reporting to the Public Works Department in compliance with the SB 1383 Regulations.

(b) Persons applying for a permit for new construction and building additions and alterations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if the project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

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Project applicants shall refer to the Mariposa County Building Department for complete CALGreen requirements.

(c) For projects covered by CALGreen, the applicants must, as a condition of the permit approval, comply with the following:

(1) New construction of Multi-Family dwelling units of five or more units on a building site, shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

(2) New Commercial construction or additions resulting in more than 30% of the floor area shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 f the California Green Building Standards Code, 24 CCR, Part 11 as amended provided the amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

(3) Comply with CALGreen requirements and applicable laws related to management of C&D from disposal. Comply with all written and published Jurisdiction policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

8.60.110 COMPLIANCE WITH MODEL WATER EFFICIENT LANDSCAPING ORDINANCE REQUIREMENTS

(a) The Building Department Director is responsible for Model Water Efficient Landscaping Ordinance compliance, including the tracking and reporting of compost and mulch use requirements and annually reporting to the Public Works Department in compliance with the SB 1383 Regulations.

(b) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the Jurisdiction, who are constructing a new (single-family, multi-family, public, institutional, or commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section.

(c) The following compost and mulch use requirements that are part of the MWELO are now also included as requirements of this ordinance. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

(d) Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 8.60.110(b) above shall:

(1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:

(A) For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

(B) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

(C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

(2) The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 8.60.110(b) shall consult the full MWELO for all requirements.

(e) If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires Jurisdictions to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more

stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

8.60.120 PROCUREMENT REQUIREMENTS FOR JURISDICTION DEPARTMENTS, DIRECT SERVICE PROVIDERS, AND VENDORS

(a) The Mariposa County Public Works Department is responsible for the paper procurement compliance, including the tracking and reporting of procurement by each department in compliance with the SB 1383 Regulations.

(b) Jurisdiction departments, and direct service providers to the Jurisdiction, as applicable, must comply with the Jurisdiction's Recycled-Content Paper procurement policy.

(c) All vendors providing Paper Products and Printing and Writing Paper shall:

(1) If fitness and quality are equal, provide Recycled-Content Paper products and recycled-content printing and writing paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.

(2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.

(3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

(4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).

(5) Provide records to the Mariposa County Public Works Department, in accordance with the Jurisdiction's Recycled-Content Paper procurement policy of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department

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or employee of the Jurisdiction. Records shall include a copy (electronic) of the invoice or other documentation of purchase, written certifications as required in Sections 8.60.120(c)(3) and (c)(4) of this ordinance for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided and include supporting documentation.

8.60.130 INSPECTIONS AND INVESTIGATIONS BY JURISDICTION

(a) Jurisdiction representatives, and/or its designated entities, are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Solid Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow Jurisdiction to enter the interior of a private residential property for Inspection.

(b) Regulated entity shall provide or arrange for access during all inspections (with the exception of residential property interiors) and shall cooperate with the Jurisdiction's employee or its designated entity/designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (1) access to an entity's premises; or (2) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

(c) Any records obtained by a Jurisdiction and/or designee during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

(d) Jurisdiction and/or designee are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

(e) Jurisdiction and/or its designated entities shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

8.60.140 ENFORCEMENT

(a) Any violation of this chapter is a misdemeanor and shall be punishable under Chapter 1.20, the general penalty provision, of this code.

(b) Education Period for Non-Compliance

Beginning July 1, 2022 and through December 31, 2023, Jurisdiction will conduct Inspections, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the Jurisdiction determines that Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by July 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code § 25124.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 16th day of August, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

ATTEST:

_____

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____

STEVEN W. DAHLEM
County Counsel

Attachment: Draft Ordinance 8.60 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with

MARIPOSA COUNTY ORDINANCE NO. 409

The Board of Supervisors of the County of Mariposa do ordain as follows:

SECTION I:

All persons, firms, corporations, and their agents whose residences or places of business are within the boundaries of the County of Mariposa, shall be privileged to use the facilities of the various Mariposa County Sanitary Landfill operations for the depositing and dumping of refuse and garbage originating within the boundaries of the County of Mariposa.

No person, firm, or corporation, other than those above designated, shall enter into or upon the lands of the various Mariposa County Sanitary Landfill operations or use said Sanitary Landfill operations for any purposes whatsoever. No refuse or garbage except that originating in the County of Mariposa shall be placed in the various Sanitary Landfill operations.

SECTION II:

It shall be unlawful for any person, firm, or corporation or their agent having the right to use the various Sanitary Landfull operations in the County of Mariposa to deposit tires, tree stumps, household appliances of over eight (8) cubic feet and furniture of over eight (8) cubic feet, in any of the various Sanitary Landfill operation located at Mariposa with the exception of the main Sanitary Landfill Site located in Mariposa.

The Board of Supervisors may set out by Resolution a charge for the dumping of said tires, tree stumps, household appliances, or furniture at the main Sanitary Landfill site

Attachment: Ordinance 0409 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with SB

located in Mariposa.

SECTION III:

Persons under the age of 12 years are not allowed on the grounds of the various Sanitary Landfill sites of the County of Mariposa unless

a) accompanied by a parent or guardian, and

b) remain within the vehicle during the use of the Sanitary Landfill site.

SECTION IV:

If any title, division, chapter, section, subsection, paragraph, sentence, clause, or phrase of this ordinance is held invalid or unconstitutional for any reason by a court that decisic does not affect the validity or constitutionality of the remainder of this code. The board of supervisors declares that it would have adopted each part of this ordinance irrespective of the validity of any other part.

SECTION V:

Violations of this ordinance shall be punishable by a fine not to exceed $200.00, or by imprisonment in the County Jail for a period not to exceed six (6) months, or by both fine and imprisonment.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, this 25th day of November, 1975 by the following vote;

AYES: Clark, Dalton, Long, Moffitt, Richardson
NOES: None
ABSENT: None
NOT VOTING: None

Tom R. Richardson
TOM R. RICHARDSON, Chairman
Board of Supervisors

ATTEST:

Ellen Bronson
ELLEN BRONSON, County Clerk and
Ex-Officio Clerk of the Board

Attachment: Ordinance 0409 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with SB

AN ORDINANCE AMENDING THE MARIPOSA COUNTY CODE BY ADDING CHAPTER 8.36 TO TITLE 8 THERETO ENTITLED AN ORDINANCE RELATING TO PUBLIC HEALTH AND PARTICULARLY TO THE COLLECTION, TRANSPORT, AND DISPOSAL OF SOLID WASTE CLASSIFYING LAND AND ESTABLISHING A SCHEDULE OF FEES AND PROVIDING FOR APPROPRIATE EXEMPTION FOR COUNTY WASTE DISPOSAL.

The Board of Supervisors of the County of Mariposa, State of California, does hereby ordain as follows:

The Mariposa County Code is hereby amended by adding Chapter 8.36 thereto in order to establish regulations governing the collection, transportation, and disposal of solid wastes within the County of Mariposa and to further classify land and establish a schedule of fees and provide for appropriate exemption for County waste disposal. The following chapter and sections to be numbered, entitled, and read as follows:

TITLE 8
HEALTH AND SAFETY

Sections:

8.36.010 Purpose
8.36.020 Definitions
8.36.030 Solid Waste Storage and Removal Standards
8.36.040 Collection and Transportation Equipment
8.36.050 Regulation of Collectors
8.36.060 Solid Waste Disposal
8.36.070 Penalties
8.36.080 Refuse Removal
8.36.090 Certificates or Permits
8.36.100 Classification of Land and Establishment of a Schedule of Fees and Providing for Appropriate Exemption for County Waste Disposal

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8.36.110 Repeal

8.36.120 Adoption

8.36.130 County Area Covered and Excluded

SECTIONS

8.36.010 PURPOSE. The Board has found it necessary to establish regulations governing the collection, transportation, ad disposal of solid waste within the County of Mariposa and to further classify land and establish a schedule of fees and provide for appropriate exemption for county waste disposal.

8.36.020 DEFINITIONS.

A. GENERAL

Unless the context requires otherwise, the definitions set forth in this Section shall govern the construction of this Chapter.

B. ABANDONED VEHICLES

Abandoned vehicles includes vehicles, with or without motor power, including cars, trucks, trailers, mobilehomes, buses, etc., left on public or private property for an extended period of time and usually in an inoperable or hazardous conditior

C. BOARD

Board means the Board of Supervisors of the County of Mariposa.

D. BULKY WASTE

Bulky waste includes large items of solid waste such as appliances, furniture, large auto parts, trees, branches, stumps, and other oversize wastes whose large size precludes or complicates their handling by normal collection, processing, or disposal methods.

E. CERTIFICATE OF CONVENIENCE AND NECESSITY

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Shall be that resolution issued by the Board of Supervisors as defined in Ordinance 353

F. CERTIFICATE HOLDER

Shall be that person to whom a Certificate of Convenience and Necessity has been granted;co-terminously referred to as "Franchisee"

G. COLLECTION

Collection means the act of collecting solid waste at the place of waste generation by an approved collection agent (public or private) and is distinguished from "removal".

H. COLLECTOR

Any person who collects for disposal any refuse other than that which was produced in his own dwelling or business. Refuse from multiple unit dwellings, condominiums, apartments, home owners association, and mobile home parks is considered as produced by others, excepting owners who have refuse therein and homeowners associations.

I. COMMERCIAL SOLID WASTES

Commercial solid wastes include all types of solid waste generated by stores, offices, and other commercial sources, excluding residences, and excluding industrial wastes.

J. COLLECTION VEHICLE OR EQUIPMENT

Collection vehicle or equipment includes any vehicle or equipment used in the collection of residential refuse or commercial solid wastes.

K. COMPOSTING

Composting includes a controlled microbial degradation of organic wastes yielding a safe and nuisance free product.

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L. CONSTRUCTION AND DEMOLITION WASTES

Construction and demolition wastes include the waste building materials, packaging, and rubble resulting from construct n, remodeling, repair and demolition operations on pavements, houses, commercial buildings, and other structures

M. COUNTY HEALTH DEPARTMENT

County Health Department means the County Department of Health, County of Mariposa.

N. DISPOSAL SITE OR SITES

Disposal site or sites includes the place, location, tract of land, area or premises in use, intended to be used, or which has been used for the landfill disposal of solid wastes.

O. HEALTH OFFICER

Health Officer means the Health Officer of the Department of Health of the County of Mariposa or his designated representative.

P. ENFORCEMENT AGENCY

Enforcement Agency means the Department of Health of the County of Mariposa. Such enforcement is limited to those regulations that pertain to public health and safety. The Department of Health is responsible for the operational plan for all franchise operations and or permittees.

Q. GARBAGE

Garbage includes all kitchen and table food waste,and animal or vegetable waste that attends or results from the storage preparation, cooking, or handling of food stuffs. Uncleaned food containers are considered garbage.

R. HAZARDOUS WASTES

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Litter includes any post-consumer solid waste which is not deposited in (1) an authorized solid waste site; (2) appropriate and serviced storage containers; or (3) in other areas designated for disposal of solid wastes.

X. NUISANCE

Nuisance includes anything which is injurious to human health or is indecent or offensive to the senses and interfere with the comfortable enjoyment of life or property, and affects at the same time an entire community or neighborhood or any considerable number of persons although the extent of annoyance or damage inflicted upon the individual may be unequal and which occurs as a result of the storage, removal, transport, processing, or disposal of solid waste.

Y. PERMIT

Permit means that particular document issued by the Mariposa County Health Department.

Z. PERSON

Person includes an individual, firm, association, copartnersh , political subdivision, government agency, municipality, industry, public or private corporation or any other entity whatsoever.

AA PERMISES

Premises includes a tract or parcel of land with or without habitable buildings or appurtenant structures.

AA(1) PROCESSING

Processing includes the reduction, separation, recovery, conversion , or recycling of solid waste.

BB PROPERLY PREPARED RECYCLABLE WASTE

Properly prepared recyclable waste means materials separated

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by kind, free of impurities as currently required by receiving manufacturers.

CC PUTRESCIBLE WASTES

Putrescible Wastes include wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to caus nuisances because of odors, gases, or other offensive conditions, and include materials such as food wastes, offal, and dead animal

DD REFUSE

Refuse includes garbage and rubbish such as cleaned bulky waste, industrial waste, institutional waste, construction and demolition waste, manure, etc.

EE RECYCLING

Recycling means the process by which salvaged materials become usable products.

FF REMOVAL

Removal means the act of taking solid wastes from the place of waste generation either by an approved collection agent or by a person in control of the premises.

GG REMOVAL FREQUENCY

Removal frequency means frequency of removal of solid wastes from the place of waste generation either by an approved collection agency or by the owner of the waste.

HH RESIDENTIAL REFUSE

Residential refuse includes all types of domestic garbage an rubbish which orginates in residential dwellings

II RESOURCE RECOVERY

Resource recovery means the reclamation or salvage of wastes for reuse, conversion to energy or recycling, includes

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Hazardous wastes include any waste material or mixture of wastes which is toxic, corrosive, flammable, an irritant, a strong sensitizer, which generates pressure through decomposition, heat or other means, if such a waste or mixture of wastes may cause substantial personal injury, serious illness or harm to humans, domestic animals, or wildlife, during or as an approximate result of any disposal of such wastes or mixture of wastes as defined in Article 2, Chapter 6.5, Section 25117 of the Health and Safety code. The terms "toxic", "corrosive", "flammable", irritant", "strong", "sensitizer" shall be given with the same meaning as in the California Hazardous Substances Act (Chapter 13 commencing with Section 28740 of Division 21 of the Health and Safety Code).

S. HEALTH DEPARTMENT

Health Department means the Mariposa County Health Departmen of the County of Mariposa.

T. HEALTH OFFICER

Health Officer means the Health Officer of the County of Mariposa.

U. INDUSTRIAL WASTES

Industrial wastes include all types of solid wastes and semi-solid wastes which result from industrial processes and manufacturing operations.

V. INSTITUTIONAL SOLID WASTES

Institutional Solid Wastes include solid wastes originating from educational, health care, correctional, research facilities, or other similar facilities.

W. LITTER

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but not limited to newsprint, cardboard, tin, bimetal and aluminum cans and bottles.

JJ RUBBISH

Rubbish includes non-putrescible solid wastes such as ashes, paper, cardboard, cans, yard clippings, wood, glass, bedding, crockery, plastics, rubber by-products or litter. Uncleaned food containers are classified as garbage.

KK SOLID WASTES OR WASTES

Solid wastes or wastes include all putrescible and non-putrescible solid and semisolid wastes, such as refuse, garbage, rubbish, paper, ashes, industrial wastes, demolition and construct wastes, discarded home and industrial appliances, manure, vegetabl or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, and also includes liquid wastes disposed of in conjuction with solid wastes at solid waste transfer processing stations or disposal sites, but excludes (1) individual sewage disposal system pumpings; (2) sewage collected and treated in a municipal or regional sewage system; (3) materials or substances having commercial value which have been salvaged for refuse, recycling or resale; or (4) hazardous waste

LL TRANSFER STATION OR STATION

Transfer station or station includes those facilities utilized to receive solid wastes, or temporarily store for transport to their place of disposition: Fish Camp, Hornitos, Coulterville, and one County-wide disposal site or other sites designated by the Board

MM VECTOR

Vector includes any insect or other arthropod, rodent, or

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other animal capable of transmitting the causative agents of human disease, or disrupting the normal enjoyment of life by adversely affecting the public health and well being.

NN WRITTEN APPROVAL

Written approval includes the permit, certificate, license, or other written approval used by an Enforcement Agency and other approval agencies to administer these standards.

8.36.030 SOLID WASTE STORAGE AND REMOVAL STANDARDS

A GENERAL

The owners, operator and/or occupant of any premise, business establishment, industry or other property, vacant or occupied, shall be responsible for the safe and sanitary storage of all solid waste generated and/or accumulated on the property.

B STORAGE

In all cases in which garbage and rubbish are combined, the standards for garbage shall prevail. The proprerty owner or occupant shall store solid waste on his premises or property or shall require it to be stored or handled in such a manner so as not to promote the propagation, harborage, or attraction of vectors, or the creation of nuisance.

C. DESIGN REQUIREMENTS

The design of any new, substantially remodeled or expanded commercial building or other facility, excluding single family residences, shall provide for proper storage or handling which will accommodate the solid waste loading anticipated and which will allow for efficient and safe waste removal or collection. The design shall demonstrate to local land and

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building permit issuing authorities that it includes the required provisions along with design facilities, to clean containers and for drainage of water to do same.

D OPERATOR RESPONSIBILITY

Where the collection operator furnishes storage containers, he is responsible for maintaining the containers in good condition (ordinary wear and tear excepted) unless they are furnished under other terms, conditions, or agreements. He shall plan with the property owner and/or occupant as to placement of storage containers to minimize traffic , aesthetic and other problems both on the property and for the general public.

E. GARBAGE CONTAINERS

Property owners and tenants shall deposit all garbage and putrescible matter or mixed garbage and rubbish in containers which are non-absorbent, water-tight, vector-resistant, durable, easily cleanable, designed for safe handling, with tight fitting lids. When handled by collectors size shall be a minimum of 10 gallons and a maximum of 33 gallons and shall not be loaded so as to exceed 60 pounds including container weight. Containers for garbage and rubbish should be of adequate size and in sufficient numbers to contain without overflowing, all the refuse that a household or other establishment generates within the designated removal period and shall be equipped with adequate handles for lifting. Containers shall be maintained in a clean, sound condition free from putrescible residue.

F. RECYCLABLE WASTES

Properly prepared recyclable waste may be stored in open containers provided such storage does not promote the propagation

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harborage, or attraction of vectors, the creation of nuisances, or the generation or accumulation of litter.

G. IDENTIFICATION OF CONTAINERS

Containers of one cubic yard or more owned by the collection service operator shall be identified with the name and telephone number of the agent servicing the container.

H. USE OF COUNTY NAME PROHIBITED

Any permit or franchise holder shall not use a firm name containing "County" or "Mariposa" or other words implying County ownership.

I. USE OF CONTAINER

No person shall tamper with, modify, remove from, or deposit solid wastes in any container which has not been provided for his use, without the permission of the container owner

J. FREQUENCY OF REFUSE REMOVAL

The owner or tenant of any premises, business establishment or industry shall be responsible for the satisfactory removal of all refuse accumulated by him on his property or his premises. Where it is deemed necessary by the local health officer because of the propagation of vectors and for the protection of public health, frequency of removal may be established. Where garbage and rubbish are containerized together, the period of removal shall be that applied to garbage

8.36.040 COLLECTION AND TRANSPORTATION EQUIPMENT

A. EQUIPMENT CONSTRUCTION

All equipment used for the collection and transportation of residential and commercial refuse shall be non-absorbent,

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water-tight, vector-resistant, durable, easily cleanable, covered and designed for safe handling. Said equipment shall be maintained in good condition and cleaned, and disinfected in a frequency and in a manner determined by the Health Department to prevent the propagation or attraction of flies, rodents, or other vectors and the creation of nuisances. The Health Department shall determine the suitability of such equipment. Vehicles used by individuals for the transport of refuse shall be covered so as to prevent spillage, leakage, or the production of litter. Garbage shall be transported in a container with a tight fitting lid.

B. VEHICLE MARKINGS

There shall be permanently affixed upon each side of said vehicle, in letters and/or numbers at least three (3) inches high, the name of the licensee and the address or telephone number thereof. Said letter and/or numbers must be of a color that will contrast with the color of the vehicle and must be easily readable from the distance of at least fifty (50) feet.

C. EQUIPMENT SAFETY

Vehicles and equipment used in the transport of garbage and rubbish shall be constructed and maintained in such a manner as to minimize the health and safety hazards to collection personnel and the public.

D. EQUIPMENT PARKING

For reasons of nuisance and vector problems, uncleaned refu collection vehicles containing putrescible materials shall not be stored on public streets or roads except under emergency conditions. The collection service operator must designate a

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location where the vehicles will be parked when not in service.

E. INSPECTION OF EQUIPMENT

Equipment used for solid waste collection shall be made available for inspection as requested by the Health Department or at any time the equipment is in operation.

8.36.050 REGULATION OF COLLECTORS

A. REGULATION OF COLLECTORS

Each person providing residential, commercial, or industrial solid waste collection services shall comply with all requirement of this ordinance. Each collector shall obtain a Certificat of Convenience and Necessity to be issued by the Board of Supervisors and a permit from the Health Department. Such Certificate or permit shall be contingent upon the collectors demonstrated capability to comply with this ordinance and use equipment which is safe and sanitary.

B. COLLECTOR QUALIFICATION

When the County authorizes or designates a person or firm to provide solid waste collection services to the general public within the territory under its jurisdiction through permit or Certificate, the County shall obtain sufficient information to show that such person or firm has adequate financial resources and experience to properly conduct the operation authorized.

C. OWNERSHIP OF WASTE MATERIALS

Solid wastes subject to collection by a collector shall become the property of the collector after such time as the authorized collector takes possession of the wastes and until it is deposited in an authorized disposal site. Recyclable material when destined for organized drives is excepted from this section.

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8.36.060 SOLID WASTE DISPOSAL

A ILLEGAL PLACING OF SOLID WASTE

It shall be unlawful for any person to dispose of garbage, rubbish or refuse except in (1) an authorized solid waste (2) appropriate and serviced storage containers or (3) in other areas designated for disposal of solid waste. This section applies to litter as defined by this ordinance.

B BURNING OF GARBAGE

It shall be unlawful for any person to dispose of garbage by burning.

C COMPOSTING

Composting is permitted provided such composting follows a procedure that does not create a public nuisance. The Health Department will provide acceptable procedures.

D INDIVIDUAL REFUSE DISPOSAL

Occupants of large tracts of land such as ranches may dispose of waste generated on the premises in a manner approved by the Health Department. Frequency of inspection and procedures to be followed to be determined by the Health Department.

E HAZARDOUS WASTE

It shall be a violation of this ordinance for any person to dispose of hazardous waste,as defined in paragraph (R) in section 8.36.020, in Mariposa County

8.36.070 PENALTIES

Any violation of this ordinance is a misdeameanor and shall be punishable under Chapter 1.20, the General Penality provision, of this code.

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8.36.080 REFUSE REMOVAL

A All containers for garbage shall be located as agreed upon between the customer and the collector. In case of dispute the location shall be as determined by the County Health Departmer

B. HOURS OF COLLECTION

No collection shall be made before 6:00 a.m. and after 8:00 p.m. unless otherwise authorized by the Board of Supervisors.

C. REMOVAL OF REFUSE BY PRODUCERS

Any person may remove or dispose of, or may cause to be removed and disposed of from premises occupied by him or under his control, such refuse as is created or produced on such premises if the following conditions have been or will be complied with.

1. Such removal and disposal activity shall be only by the owner or occupant personally, or by such owners or occupants regularly employed personnel carried on owners or occupants payroll records as an employee.

2. All vehicles used in carrying out such removal and disposal activities shall be owned by or under the exclusive control of owner or occupant and shall meet all the requirements of this chapter and all other laws and ordinances of the State of California and the County. Any such vehicle shall be subject to inspection by the Health Department.

3. Occasional pick-ups by others, for which no charge is made, are allowed provided the vehicle used in such pick-ups meet the operational requirements of Section 8.3.02.

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D. CHARGES

Charges to customers for garbage service shall be set by a four-fifth vote of the Board of Supervisors by resolution for a permit or certificate or upon acceptance of a bid received for a permit or certificate. Said charges may be revised by the Board of Supervisors by a four-fifth vote from time-to-time after holding a public hearing thereon.

The basic minimum rate in the schedule of charges adopted by the Board of Supervisors shall provide for the collection of three standard containers of garbage per week per occupied permises by the collector. Charges for industrial or commercial service shall be negotiated between the collector and the customer and shall not be subject to County review.

E. CUSTOMER MAY CONTRACT FOR EXCESS COLLECTION

Any owner or occupant of any premises may contract with the collector for special haul services for the removal of refuse

8.36.090 CERTIFICATES

A. APPLICATION FOR CERTIFICATE

Applications for certificates in accordance with applicable county ordinances shall be submitted in writing to the Clerk of the Board. Each application shall contain the following information:

Name and address of the applicant. If the applicant is a firm or partnership, names of all owners and partners of all classes, limited and general, shall be listed. If the applicant is a corporation, the names and titles of each of the officers and directors shall be listed, and in addition the names of all stockholders owning, holding,

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, or controlling five (5) percent or more of corporate stock shall be listed.

B. COMPETITIVE BIDS

The Board of Supervisors may in its discretion, in lieu of considering applications for certificates may advertise for competitive bids for certificates hereunder.

C. GRANTING CERTIFICATES

Upon consideration of an application or bid for a certificate the Board of Supervisors may refuse to grant the requested certificate, or may grant a certificate to any such applicant or bidder as may appear from said application or bid to be in its opinion best qualified to render proper and efficient collection service.

Every certificate granted by the Board of Supervisors pursuant to the provisions of this chapter shall cover the following matters:

1. The name and address of the person, firm or corporation to whom the certificate is issued.
2. The type of collection service authorized.
3. Whether the certificate is exclusive or non-exclusive; limited or unlimited.
4. The term for which the certificate is granted.
5. Such other conditions as the Board of Supervisors may provide.

D. LIMIT ON NUMBER OF CERTIFICATES

In order to preserve the health, safety, and welfare of the people in the County, the Board of Supervisors hereby retains the authority to limit the number of certificates for the

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collection of garbage, swill, industrial garbage and salvageable waste which will be issued under this chapter

E. INSURANCE REQUIREMENTS IF CERTIFICATED OR UNDER A COUNTY PERMIT

No certificate shall be issued under the provisions of this chapter, nor shall any such certificate be valid after issuance unless there is at all times in force and effect to provide protection against liability for damages which may be imposed for the negligence of the certificate holder or his employees or agents, a liability insurance policy or policies approved by the Board and issued by an insurance company authorized to do business in the State of California.

Such policy or policies shall provide protection against liability of the licensee for the payment of damages in amounts, as called out in the certificate.

A liability insurance policy required by this section shall insure to the benefit of any persons who shall be injured or who shall sustain damage to property proximately caused by the negligence of the certificate holder insured by such policy, his employees or agents.

Satisfactory evidence that the liability insurance required by this section is at all times in full force and effect shall be furnished to the Board and the County Health Dept. by each certificate holder to provide such insurance.

The policy of insurance shall contain a provision against cancellation except upon ten (10) days prior to written notice thereof the the Clerk of the Board and the County Health Dept.

F. FAITHFUL PERFORMANCE BOND BY COLLECTORS

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Each person granted a certificate to collect garbage pursuant to the provisions of this chapter shall file with the Clerk of the Board a performance bond satisfactory to the County in an amount required by the certificate. Said bond or security shall be conditioned upon the faithful performance of all of the terms and conditions of said certificate and the provisions of this chapter, insofar as they are applicable to said certificate.

G TRANSFER OF CERTIFICATES

No certificate granted by the Board of Supervisors pursuant to the provisions of this chapter and no ownership interest in any grantee of such a certificate can be sold, transferred, leased, assigned, mortgaged, pledged, hypothecated, or otherwise encumbered or disposed of, in whole or in part, directly or indirectly, whether voluntarily or by operation of law, or through any stock transfer, transfer in trust, change in control, consolidation or merger of any company or corporation without the prior written consent of the Board of Supervisors. The Board may grant or deny such a request, and may impose such conditions as it may deem to be in the public interest. Any attempted disposition made without such consent shall be void.

G. REVOCATION OF CERTIFICATE

Any certificate granted by the Board of Supervisors pursuant to the provisions of this chapter may be revoked by the Board of Supervisors, if after conducting a public hearing on said revocation, the Board of Supervisors finds and determines that the person doing business by virtue of such certificate has failed to comply with any of the terms of said certificate, or said chapter or has failed to render satisfactory collection

Attachment: Ordinance 0493 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with SB

services. After certificate is granted, should the person sell or discontinue for 15 or more consecutive days the business for which the certificate is granted, said certificate shall be deemed automatically cancelled and shall not be re-issued unless the provisions of this ordinance are complied with by the applicant

8.36.010 CLASSIFICATION OF LAND AND ESTABLISHMENT OF A SCHEDULE OF FEES AND PROVIDING FOR APPROPRIATE EXEMPTION FOR COUNTY WASTE DISPOSAL

A. FEES AND APPROPRIATE EXEMPTIONS

Pursuant to Section 25830 of the Government Code, the Board of Supervisors for the fiscal year 1978-79 hereby classifie land within the area of the County of Mariposa, establishes a schedule of fees and provides for appropriate exemptions for County solid waste disposal.

B. Resident Equivalent

The average amount of solid waste generated by a single family dwelling with full time occupancy is referred to as the "resident equivalent" and a fee of $24 per year per unit is fixed for raising the revenue necessary to finance the acquisition, operation, and maintenance of the Mariposa County Solid Waste Disposal Site and the existing transfer stations. The classification of land within the area of the County of Mariposa based upon the various uses to which the land is put, the volume of waste occurring from the different land uses, and the applicable refuse generation in residential equivalents is established in accordance with the following schedule:

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Attachment: Ordinance 0493 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with SB

Apartment (Per unit)	.75
Auto Repair	1.00
Bank	2.00
Bar	2.00
Barber/Beauty Shop	1.00
Cafe	4.00
Campground (Per Site)	.25
Cemetery (Private)	2.00
Church	.50
Cocktail Lounge	2.00
Fire Station (Unmanned)	0.00
Golf Course	0.00
Grocery (up to 1000 sq.ft)	1.00
Grocery (up to 2000 sq.ft)	2.00
Grocery (over 2000 sq.ft)	3.00
Guest Cottage	.50
Hardware	1.00
Lodge Hall	.50
Group Home (Per Bed)	.20
Lumber Yard	2.0
Mobile Home	1.0
Mobile Home Pk (Per Sp)	1.0
Motel or Hotel (Per Unit)	.5
Part Time Guest Cottage	.5
Part Time Rdsidence	1.0
Professional/Bus. Office	1.0
Residence	1.0
Restaurant	4.0
Restaurant (50 seats & up)	5.0
Restaurant (Drive-In)	1.5
Retail Store (up to 1000sq.ft)	1.
Retain Store (over 1000 sq.ft)	2.
Day School (Private)	1.0
Service Station	1.0
Theatre	2.0
Unoccupied Building	1.0
Convalescent/Rest Home (per bed)	.1
Hospital (per bed)	.1
Veterinarian	2.5
Medical/Dental Office	1.5
Vacant Land	0.0

C. UNOCCUPIED LAND

In accordance with Section 25830 of the Government Code, land which is vacant is exempted from any fee. A fee shall be charged in accordance with the above schedule on land on which a dwelling or commercial building or other structure exists, but if it is unoccupied for the entire year, said fee shall be returned to the property owner upon receipt of a signed affidavit attesting to the previous years vacancy. If a County resident owns property (other than the residence or mobile an which he resides) which is used solely for the owners part-time recreation, the fee on the property shall be returned upon application by the owner. If the improvement is totally destroyed by an act of God or by purchase by a public agency, the fee on that property shall be returned upon application by the owner. Land on which a dwelling or commercial building or other structure exists but which is occupie not more than 90 days during the year shall be assessed a fee of three-quarters

Attachment: Ordinance 0493 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with SB

of the residential equivalent. Section 8.36.010 shall not be applicable in those county areas excluded under Section 8.36.130 of this ordinance.

D. BILLINGS

Property owners shall be billed and the money from such billings shall be collected by the County Tax Collector as part of the regular County secured tax roll billing system. Provided, however, the owners of those properties and property interests from which solid waste is generated, and whic do not appear on the regular County secured assessment roll, sha be billed and the money collected annually by the County Tax Collector without reference to the regular County tax billing system. Provision shall be made by the County Tax Collector's office to allow property owners to apply for the appropriate exemption as set forth herein. Any property owners may appeal t this Board from any action of the Tax Collector's office in granting or denying an exemption.

E. RESIDENTIAL EQUIVALENTS

The residential equivalents for industrial parcels and public agencies shall be established on the basis of estimated solid waste generation by the Solid Waste Committee with the assistance of the Tax Collector's office. The fee shall be calculated on the basis of one residential equivalent equals 11.44 cubic years (loose) per year. The Board reserves the right to enter into special contracts with public entities.

The Board of Supervisors shall have the right by future resolution to determine the need for issuing permits for issuance or admittance passed for those owners of property subject to herein described fee schedule at the county solid

Attachment: Ordinance 0493 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with SB

waste sites. A holder of an admittance pass, upon presentation of such, to the dump or transfer station site, shall be entitled to dump solid waste fee of gate fee charges. Gate fee charges may be established in the future by the Board of Supervisc v

8.36.110 REPEAL

Ordinance and all ordinances and resolutions pertaining thereto are repealed.

3.36.120 ADOPTION

A. SEVERABILITY

If any article, section, subsection, paragraph, subparagraph, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance and this Board of Supervisors does hereby expressly declare that this ordinance and each article, section, subsection, paragraph, subparagraph, sentence, clause and phrase thereof would have been adopted irrespective of the fact that any one or more of such article, section, subsection, paragraph, sub-paragraph, sentence, clause, or phrase be declared invalid or unconstitutional.

B. EFFECTIVE DATE

This ordinance is an urgency ordinance to protect the public safety, health, and welfare. The fact constituting the urgency is the potential lack of garbage, refuse, and solid waste collectors in the county of Mariposa. The current and existing lack of regulations in respect to means and methods for the disposal of garbage, refuse, and solid waste in the County of

Attachment: Ordinance 0493 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with SB

Mariposa.

This ordinance takes effect immediately as an urgency ordinance pursuant to the provisions of Government Code Section 36934 and Government Code Section 36937 for the immediate preservation of the public peace, health, and safety of the residents of the County of Mariposa.

3.36.130 COUNTY AREA COVERED AND EXCLUDED

Certificate Holders shall have the responsibility and the right to collect all garbage, refuse, and solid waste throughout the County of Mariposa on all private lands in the County excluding only those areas presently serviced by the National Park Service and for as long as said areas continue to be serviced by the National Park Service, subject to the conditions herein contained.

PASSED AND ADOPTED by the Board of Supervisors, County of Mariposa, State of California, this 12th day of December, 1978, by the following vote:

AYES: Clark, Long, Owings, Weber
NOES: Dalton
NOT VOTING: None
ABSENT: None

Carroll N. Clark
CARROLL N. CLARK, Chairman
Chairman of the Board

ATTEST:

Ellen Bronson
ELLEN BRONSON, County Clerk &
Ex Officio Clerk of the Board

Attachment: Ordinance 0493 (2022-ORD-1177 : Ordinance Implementing Organic Waste Diposal Reduction Programs in Accordance with SB

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-446

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: PUBLIC HEARING: Adopt a Resolution to Conclude County Service Area No. 3 Fee Assessment

---

RECOMMENDATION AND JUSTIFICATION:
PUBLIC HEARING: Adopt a Resolution to Conclude the County Service Area No. 3 Annual Fee Assessment for Fire Equipment and Facilities.

In June 2008, owners of property with structures in Mariposa County approved an annual assessment in the amount of eighty dollars ($80) to improve fire facilities and purchase fire response vehicles. The assessment applied to County Service Area 3 (CSA3), which includes all of the county outside of the Mariposa Public Utility District (MPUD), and was scheduled to sunset after fifteen (15) years.

As promised, the County has spent CSA3 funds only on fire response vehicles and fire facility improvements. Facility improvements include replacing the roof and gutters in Mount Bullion, Coulterville and Lushmeadows; paint and structural repairs in Catheys Valley, Mount Bullion, Lushmeadows, and Coulterville; and repair of the Midpines station pump and water tank system. CSA3 funds were also used to establish a water storage tank at Bootjack Fire Station and procure Type III fire engines with four-wheel drive and higher clearance. A fire vehicle replacement fund separate from the CSA3 account has also been established.

Having completed the work CSA 3 was approved to accomplish, staff now recommends concluding the CSA 3 assessment one year earlier than originally planned.

BACKGROUND AND HISTORY BOARD ACTIONS:
In June 2008, owners of property with structures in Mariposa County approved an annual assessment in the amount of eighty dollars ($80) to improve fire facilities and purchase fire response vehicles. The assessment applied to County Service Area No. 3 (CSA3), which includes all of the county outside of the Mariposa Public Utility District (MPUD), and was scheduled to sunset after fifteen (15) years.

On July 25, 2008, the original CSA 3 assessment was approved by the Board. With the approval of the assessment, the county entered into an agreement to purchase eleven (11) fire engines and four (4) water tenders.

On May 13, 2014, a public hearing was held to reconsider the CSA 3 assessment and tabulate a possible protest vote. A majority protest was not found and the Board adopted a resolution confirming the rate of assessment.

On August 12, 2014, the Board approved refinancing for eleven (11) fire engines and four (4) water tenders. This action secured approximately $625,000 in savings over the remaining term of the agreement.

The Board has approved CSA3 budgets on an annual basis since its inception in 2008.

On December 21, 2021, direction was given to the County Administrative Officer to pay off the remaining debt service for the fire vehicles.

On March 22, 2022, the Board approved a budget action to pay the remaining CSA 3 debt service in the amount of $343,088.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the residents outside the Mariposa Public Utility District (MPUD) will continue to see the assessment on their annual property tax assessment.

ATTACHMENTS:
Resolution ending CSA3 Assessment (DOCX)

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

MARIPOSA COUNTY RESOLUTION NO._____
RESOLUTION TO CONCLUDE THE COUNTY SERVICE AREA NO. 3 ASSESSMENT

WHEREAS, In June 2008, owners of property with structures in Mariposa County approved an annual assessment in the amount of eighty dollars ($80) to improve fire facilities and purchase fire response vehicles. The assessment applied to County Service Area No. 3 (CSA3), which includes all of the county outside of the Mariposa Public Utility District (MPUD), and was scheduled to sunset after fifteen (15) years; and

WHEREAS, With the approval of the assessment, the County entered into an agreement to purchase eleven (11) fire engines and four (4) water tenders. In 2014, after a second vote on CSA3 confirmed public support, the County refinanced its purchase agreement and was able to secure approximately $625,000 in savings over the remaining term of the agreement; and

WHEREAS, The Board has approved CSA3 budgets on an annual basis since its inception in 2008; and

WHEREAS, As promised, the County has spent CSA3 funds only on fire response vehicles and fire facility improvements. Facility improvements include replacing the roof and gutters in Mount Bullion, Coulterville, and Lushmeadows; paint and structural repairs in Catheys Valley, Mount Bullion, Lushmeadows, and Coulterville; and repair of the Midpines station pump and water tank system. CSA3 funds were also used to establish a water storage tank at Bootjack Fire Station and procure Type III fire engines with four-wheel drive and higher clearance. A fire vehicle replacement fund separate from the CSA3 account has also been established; and

WHEREAS, On December 21, 2021, direction was given to the County Administrative Officer to pay off the remaining debt service for the fire vehicles in the amount of $620,111.96; and

WHEREAS, On March 22, 2022, the Board approved a budget action to pay off the CSA3 lease in the amount of $343,088; and

WHEREAS, The Board desires to conclude the CSA3 annual assessment one year early.

NOW, THEREFORE, BE IT RESOLVED by the Mariposa County Board of Supervisors that the CSA3 assessment is hereby concluded and shall not be imposed in FY 2022-2023.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this ___ day of July 2022 by the following vote:

AYES:
NOES:
ABSENT:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Y. Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel/Risk Manager

Attachment: Resolution ending CSA3 Assessment (RES-2022-446 : PUBLIC HEARING: Adopt a Resolution to Conclude County Service Area

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-447

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Adopt Resolution Declaring Certified Results of Primary Election

---

RECOMMENDATION AND JUSTIFICATION:
Adopt Resolution Declaring the Certified Results of the Primary Election Held on Tuesday, June 7, 2022

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Elections Code Section 15372 provides that the elections official shall prepare a certified statement of the results of the Primary Election held on June 7, 2022 and submit it to the governing body within 30 days of the election. The Treasurer/Tax Collector/County Clerk, in his capacity as ex-officio Registrar of Voters, sent the certified statement to the Board of Supervisors on June 28, 2022. Elections Code Section 15400 provides that the governing body (Board of Supervisors) shall declare elected those persons under its jurisdiction and declare the results of each measure voted on at the election.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
None

ATTACHMENTS:
Reso re declaring election (DOCX)

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

REF ID# 13209

The initiative ordinance would not be adopted.

MARIPOSA COUNTY RESOLUTION NO. 2022-

A RESOLUTION OF THE MARIPOSA COUNTY BOARD OF SUPERVISORS DECLARING THE RESULTS OF THE ELECTION HELD ON JUNE 7, 2022

WHEREAS, on July 12, 2022, the Mariposa County Board of Supervisors accepted the Statement of Votes Cast, as certified to the California Secretary of State on June 24, 2022, for the election held on June 7, 2022; and

WHEREAS, Elections Code section 15400 directs the Board of Supervisors to declare the results of each election under its jurisdiction; and

WHEREAS, Elections Code 9122 provides that an ordinance proposed by initiative shall become a valid and binding ordinance upon the date the vote is declared by the board of supervisors.

NOW, THEREFORE, BE IT RESOLVED, that the Mariposa County Board of Supervisors, declares the results of each election under its jurisdiction, according to the votes cast as certified to the California Secretary of State on June 24, 2022 for the election held on June 7, 2022 as follows:

County Superintendent of Schools	Jeff Aranguena
County Supervisor District 1	Rosemarie Smallcombe
County Supervisor District 3	Danette Toso
Assessor-Recorder-County Clerk	Vincent P. Kehoe
Auditor-Controller	Luis Mercado
District Attorney	Walter William Wall
Sheriff-Coroner	Jeremy R Briese
Treasurer-Tax Collector	Courtney Progner Morrow

MEASURE O YES 4,169 (69.62%) NO 141,189 (30.38%)
Passed (REQUIRED >50% TO PASS)

Attachment: Reso re declaring election (RES-2022-447 : Adopt Resolution Declaring Certified Results of Primary Election)

BE IT FURTHER RESOLVED, that the Mariposa County Board of Supervisors declares the ordinance proposed by initiative and denominated Measure O on the June 7, 2022 ballot to be a valid and binding ordinance of the county, based on the authority of Elections Code section 9122 and the result of the votes cast on June 7, 2022.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 26th day of July 2022, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Reso re declaring election (RES-2022-447 : Adopt Resolution Declaring Certified Results of Primary Election)

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-448

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Measure O Sales Tax

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Authorizing the Board of Supervisors Chair to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax; Approve Preparatory Agreement and Administration Agreement; and Authorize the Board of Supervisors Chair to Sign the Agreements.

This resolution authorizes the Chair to sign the "Preparatory Agreement" and "Administration Agreement" with the CDTFA which allows the CDTFA to begin the process of implementing the Measure O sales tax increase approved by the voters on June 7, 2022 and certified by the County Clerk on June 24, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously signed the documents for voter approved sales tax increases.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Sales tax increases are effective quarterly and a negative action would delay the implementation of the increase.

FINANCIAL IMPACT:
None

ATTACHMENTS:
Added for 7-26 agenda - 03_County_Resolution to Sign Agreements_rev2017_coco edits - added for 7-26-22 agenda (DOC)
01_County_Preparatory Agreement_rev2017 (PDF)
02_County_Administration Agreement_rev2017 (PDF)

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

REF ID# 13169

MARIPOSA COUNTY RESOLUTION NO. ____

A RESOLUTION OF THE MARIPOSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE BOARD OF SUPERVISORS CHAIR, TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.

WHEREAS, on October 19, 2021, the Mariposa County Board of Supervisors adopted Resolution No. 2021-587 Accepting the Certification of Initiative Petition Dated October 13, 2021 with Respect to the Citizen Initiative Petition Titled "An Initiative to Adopt a Transactions and Use (Sales) Tax of 1% for 40 years to design, construct, and equip a new John C. Fremont Hospital" that was Filed with the Registrar of Voters on September 28, 2021; and submit the ordinance, denominated Measure O, without alteration, to the voters pursuant to Elections Code Section 1405; and

WHEREAS, on July 12, 2022, the Mariposa County Board of Supervisors accepted the Statement of Votes Cast as certified by the California Secretary of State on June 24, 2022, showing 4,169 votes (69.62%) in favor of Measure O and 1,819 votes (30.38%) against Measure O; and

WHEREAS Elections Code Section 9122 provides that when a majority of voters voting on a proposed ordinance vote in its favor, the ordinance shall become a valid and binding ordinance of the county and further that the ordinance shall be considered as adopted upon the date the vote is declared by the board of supervisors; and

WHEREAS the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS the Department will be responsible to administer and collect the transactions and use tax for the County; and

Attachment: Added for 7-26 agenda - 03_County_Resolution to Sign Agreements_rev2017_coco edits - added for 7-26-22 agenda (RES-2022-

WHEREAS the Department requires that the County enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes, and

WHEREAS the Department requires that the Mariposa County Board of Supervisors authorize the agreements.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Mariposa County that the "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached as Exhibit B are hereby approved and the Board of Supervisors Chair is hereby authorized to execute each agreement.

* * * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the County Board of Supervisors of the County of Mariposa held on July 26, 2022, by the following vote, to wit:

AYES: _____

NOES: _____

ABSENT: _____

DATED: _____

ATTEST: (s) _____
Clerk of the Board

_____
Rosemarie Smallcombe
Board Chair

_____
Steven W. Dahlem
County Counsel

6/7/2018

Attachment: Added for 7-26 agenda - 03_County_Resolution to Sign Agreements_rev2017_coco edits - added for 7-26-22 agenda (RES-2022-

AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE COUNTY'S TRANSACTIONS AND USE TAX ORDINANCE

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the County of Mariposa, hereinafter called *County*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the County and whose ordinance has been adopted by the County.

2. County agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the County's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the County.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. County shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

Attachment: 01_County_Preparatory Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

6. The amount to be paid by County for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars ($175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to County shall be addressed to:

County Adminitratvive Office

PO Box 784

Mariposa, CA 95338

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer County's transactions and use tax ordinance has been completed and the Department has received all payments due from County under the terms of this agreement.

COUNTY OF MARIPOSA

By _____
(Signature)

Rosmarie Smallcombe
(Typed Name)

Board of Supervisors Chair
(Title)

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

By _____
Administrator

(Rev. 10/17)

Attachment: 01_County_Preparatory Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

AGREEMENT FOR STATE ADMINISTRATION OF COUNTY TRANSACTIONS AND USE TAXES

The County Department of Supervisors of the County of Mariposa has adopted, and the voters of the County of Mariposa (hereafter called "County" or "District") have approved by the required majority vote, the County of Mariposa Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

ARTICLE I

DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7251, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "County Ordinance" shall mean the County's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 2021-587, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II

ADMINISTRATION AND COLLECTION
OF COUNTY TAXES

A. Administration. The Department and County agree that the Department shall perform exclusively all functions incident to the administration and operation of the County Ordinance.

Attachment: 02_County_Administration Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

B. Other Applicable Laws. County agrees that all provisions of law applicable to the administration and operation of the State Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the County Ordinance. County agrees that money collected pursuant to the County Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to County the amount to which County is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the County Ordinance shall be transmitted to County periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by County's self-imposed limits or by final judgment of any court of the State of California holding that County's ordinance is invalid or void, all district taxes collected under the provisions of the County Ordinance shall be transmitted to County not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the County designated and authorized by the County. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the County Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and County as their interests appear.

Attachment: 02_County_Administration Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of County for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and County shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the County under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the County to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the County, pertaining to the ascertainment of transactions and use taxes collected for the County. Information obtained by the County from examination of the Department's records shall be used by the County only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. County agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended County boundary. In the event the County shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the County showing the area annexed and the location address of the property nearest to the extended County boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion

Attachment: 02_County_Administration Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The County agrees to pay to the Department as the Department's cost of administering the County Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the County.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Attachment: 02_County_Administration Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the County shall be addressed to:

County Administrative Officer

PO Box 784

Mariposa, CA 95338

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on October 1, 2022. This Agreement shall continue until December 31 next following the expiration date of the County Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the County Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. County shall give the Department written notice of the repeal of the County Ordinance not less than 110 days prior to the operative date of the repeal.

Attachment: 02_County_Administration Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

ARTICLE VI

ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the County shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the County shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that County's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by County to Department to prepare to administer the County Ordinance.

2. County will pay to Department and allow Department to retain Department's cost of administering the County Ordinance in the amounts set forth in Article IV of this Agreement.

3. County will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. County will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing

Attachment: 02_County_Administration Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by County.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding County's Ordinance invalid or void becomes final. Thereafter Department shall bill County on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. County shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

COUNTY OF MARIPOSA	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
By _____ (Signature)	By _____ Administrator
Rosemarie Smallcombe (Typed Name)	
Board of Supervisors Chair (Title)	

Attachment: 02_County_Administration Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-449

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Sales Tax Authorize Examination of Records

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Authorizing Examination of Sales or Transactions and Use Taxes Records by the County Administrative Officer, Auditor, or Designee.

This resolution allows the County Administrative Officer, or Auditor-Controller the authority to examine sales or transactions and use tax data. It further authorizes the County Administrative Officer the authority to designate in writing any other officer or employee of the County to review the data.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved the County Administrative Officer and Auditor-Controller this authority.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action would limit the County's ability to review the data for planning and economic purposes.

FINANCIAL IMPACT:
None

ATTACHMENTS:
Added for 7-26-22 agenda - 07A_District_Updated Resolution For Examination of Confidential Records (DOC)

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

REF ID# 13170

RESOLUTION NO._____

A Resolution of County of Mariposa Authorizing Examination of Sales or Transactions and Use Taxes Records

WHEREAS, pursuant to Ordinance Number 2022-___ of County of Mariposa (District), and Revenue and Taxation Code section 7270, the District entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the Board of the District deems it desirable and necessary for authorized officers, employees and representatives of the District to examine confidential sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected by the Department for the District pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW, THEREFORE, THE BOARD OF THE DISTRICT OF COUNTY OF MARIPOSA HEREBY RESOLVES AS FOLLOWS:

Section 1. That the County Administrative Officer, Auditor-Controller, or other officer or employee of the District designated in writing by the County Administrative Officer to the California Department of Tax and Fee Administration is hereby appointed to represent the District with authority to examine sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the District by the Department pursuant to the contract between the District and the Department.

Section 2.

The information obtained by examination of Department records shall be used only for purposes related to the collection of District transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the District:

(a) Budget Planning

(b) Economic Development

(c) Transportation Planning

The information obtained by examination of Department records shall be used only for those governmental functions of the District listed above.

Section 3. That Hinderliter de Llamas & Associates, Inc. is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the District by the Department. The person or entity designated by this section meets all of the

Attachment: Added for 7-26-22 agenda - 07A_District_Updated Resolution For Examination of Confidential Records (RES-2022-449 : Sales Tax

following conditions, which are also included in the contract between the District and the Hinderliter de Llamas & Associates, Inc:

a) has an existing contract with the District to examine those sales or transactions and use tax records;

b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of District transactions and use taxes by the Department pursuant to the contract between the District and the Department and for those purposes relating to the governmental functions of the District listed in section 2 of this resolution.

Section 4.
That this resolution supercedes all prior resolutions of the Board of the District adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

Introduced, approved and adopted this 26th day of July 2022.

ATTEST: (s) _____
Clerk of the Board

I, _____, Clerk of the Board of County of Mariposa _____, California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced, approved and adopted by the Board of the District County of Mariposa, at a regular meeting of said Board held on the _____ day of _____, 20___, by the following roll-call vote:

Ayes:

Noes:

Absent:

(s)_____ _____
Clerk of the Board County Counsel

Attachment: Added for 7-26-22 agenda - 07A_District_Updated Resolution For Examination of Confidential Records (RES-2022-449 : Sales Tax

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-462

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Purchasing Policy

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

This item would replace seven existing policies related to purchasing with an updated and more comprehensive countywide purchasing policy. Policies proposed to be rescinded are as follows:

- *No Resolution: Purchasing Notice to Bidders* (June 21, 1988), which requires all bids to be submitted to the courthouse.
- *Resolution 1987-222: Purchasing Use of Contractors and Subcontractors* (June 9, 1987), which allows the County to use unlicensed contractors for work valued under three hundred dollars ($300) and establishes criteria for contractor selection including proof of workman's compensation and liability insurance. The County no longer uses unlicensed contractors and county counsel is responsible for establishing criteria for contracts.
- *Resolution 1998-130: Purchasing - Public Works Director Authorization* (April 14, 1998), which allows the public works director to award and execute contracts of $75,000 or less for specific projects and change orders valued at less than ten percent (10%) of the project cost up to $75,000.
- *Resolution 1988-046: Purchase of Items Valued Between $100 and $3,000* (February 9, 1988), which requires three quotes and consideration of local vendors prior to purchase.
- *Resolution 1990-448: Purchasing Recycled Paper* (September 18, 1990), which directs staff to procure and use recycled products and establishes a procedure for collecting used paper, cans, and glass bottles for recycling.

- *Resolution 1993-489: Purchasing - Public Works Director Authorization for Zone of Benefit Maintenance Work* (September 14, 1993), which allows the public works director to approve expenditures up to $10,000 for zone of benefit maintenance.

- *Resolution 1989-159: Purchasing - Vehicles* (April 11, 1989), which requires vehicles valued over three thousand dollars ($3,000) to be procured through a sealed bid process unless an exception is granted by the board of supervisors.

In addition to incorporating many essential elements of the rescinded policies, the comprehensive update would implement the following changes:

- Increase the authority of the purchasing agent (county administrative officer) from $50,000 to $60,000 and assistant purchasing agents (department heads) from $10,000 to $20,000, pursuant to the Consumer Price Index (CPI) adjustments allowed in Government Code Section 25502.3 and Revenue and Taxation Code 2212.

- Clarify when competitive solicitations are needed and related requirements. Specific parameters for competitive solicitation have not been previously defined.

- Authorize the use of cooperative agreements for higher value purchasing. Cooperative agreements are negotiated through a competitive solicitation by a third party. Use of cooperative agreements would allow the County to take advantage of pricing intended for much larger organizations, saving our taxpayers money for other priorities.

- Authorize staff to sign MOUs that do not involve compensation without Board approval.

- Centralize approval for the purchase of special commodities including cell phones, computer equipment, construction, facility repairs, and vehicles.

- Define a collaborative procedure to help standardize purchases, where appropriate. This definition would encourage an increase in the number of goods procured through bulk purchases and/or with volume pricing.

- Clarify how to discard surplus.

Together with the Purchasing Card Policy and Travel and Expenditure Reimbursement Policy, which are also on the agenda, this update represents a step toward more efficient, standardized and transparent purchasing for Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board established the purchasing code with Ordinance 649 in 1986. It was amended in 2005 with Ordinance 1022 and again in 2017 with Ordinance 1124. The 2017 ordinance, together with Resolution 17-371 approved on June 13, 2017, changed purchasing agent authority from $10,000 to $50,000 and assistant purchasing agent authority from $1,000 to $10,000.

On June 28, 2022, the Board had a discussion on the purchasing ordinance, three related policies, and possible participation in the state travel store. Staff was directed to move forward with some amendments, which are included in the proposed policy.

On July 12, 2022, the Board approved amendments to the purchasing ordinance that refocuses that code section on the establishment of authority pursuant to Government Code 25500 - 25509.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will need direction to understand how to proceed.

ATTACHMENTS:
Proposed Mariposa County Purchasing Policy - 080222 (PDF)

RESULT: WITHDRAWN AND RESCHEDULED Next: 8/16/2022 9:00 AM

Mariposa County

Purchasing Policy – August 16~~9~~, 2022

A. PURPOSE

This policy articulates the authority of County officers and employees (collectively, "employees") in the procurement process. It establishes the County's principles, procedures, and ethical standards for procurement that all employees must follow to effectively and efficiently procure goods and services.

B. APPLICABILITY

This policy is applicable to all County employees involved in the procurement process. The procurement process includes:

1. The conducting of, or participation in, an informal or formal competitive solicitation process where required by this policy
2. The negotiation, contracting and/or purchasing of goods, supplies and/or services
3. The use of a County purchasing card ("Cal card"), travel card/program or fuel card
4. The development or approval of specifications and standards to be used for procuring goods, supplies and/or services
5. The preparing or approving of sole-source or single-source justifications
6. The identification and auction, sale or other disposal of surplus County property
7. The negotiation, contracting, and approval of rents or leases for personal property
8. The negotiation, contracting, and approval of purchasing, renting or leasing real property

This policy shall be implemented in a manner consistent with all applicable Federal, State and local laws, regulations, ordinances and agreements. In the event an applicable Federal, State and/or local law, regulation, ordinance, or agreement (including, but not limited to, grant agreements) is more restrictive than this policy, the more restrictive provision shall be followed.

C. PRINCIPLES OF PROCUREMENT

The County Administrative Officer serves, ex-officio, as the purchasing agent for the County. Each County department head serves, ex-officio, as a assistant purchasing agent with respect to the services, supplies and equipment for his or her department as contained in the approved budget. The purchasing agent and assistant purchasing agents are collectively and individually directed to implement the following procurement principles in their departments and the County at large:

1. Ensure that County elected officials and authorized employees make sound purchasing decisions and have access to meaningful information about the procurement process to fulfill operational needs.
2. Ensure the County obtains quality goods and services at the best economic value using competitive solicitation processes where feasible.

Attachment: Proposed Mariposa County Purchasing Policy - 080222 (RES-2022-462 : Purchasing Policy)

3. Ensure that all purchases are made within the budgets approved by the Board of Supervisors.

4. Use data analytics and electronic commerce, when available, to make intelligent procurement decisions and efficiently administer procurement processes.

5. Collaboratively leverage the purchasing power of the entire organization to achieve economies of scale ("volume pricing") and/or enhance quality, selection and service associated with products and services.

6. Incorporate performance metrics, where possible, to measure the efficiency, effectiveness, equity and outcomes of procurement activity.

7. Practice sustainable purchasing through a preference for recyclable materials or materials that contain recycled post-consumer materials provided such products are sufficient in performance, reasonably available, and cost effective. To the extent feasible and practicable, efforts should be made to avoid unnecessary waste generation, extend product life and reusability, utilize double-sided printing, avoid excessive packaging, and encourage contractors to do the same.

D. CODE OF ETHICS FOR PROCUREMENT

Employees shall seek to inspire public confidence in the integrity of the County procurement process through open, honest and transparent actions, including:

1. Employees shall serve the interests of the County and no other person, preference, organization, or bias.

2. Employees shall discharge all duties impartially to ensure fair competitive access to procurement processes.

3. Employees shall not solicit, demand, accept or agree to accept a gratuity, offer of employment, or other personal advantage in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement, specification, standard or contract.

4. County employees shall not participate directly or indirectly in a procurement when the employee becomes aware of the possibility that:

    a. The employee or any member of the employee's immediate family has a personal financial interest pertaining to the procurement;

    b. A business or organization in which the employee, or any member of the employee's immediate family (which includes spouse, siblings, parents and/or children), has a financial interest pertaining to the procurement; or

    c. Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

    Upon discovery of an actual or potential conflict of interest, an employee shall promptly withdraw from further participation in the transaction and notify their immediate supervisor. County Counsel should be consulted for an opinion whenever there is an appearance of conflict.

5. County employees shall treat current and/or potential contractors, suppliers and vendors in a courteous and professional manner.

Attachment: Proposed Mariposa County Purchasing Policy - 080222 (RES-2022-462 : Purchasing Policy)

6. County employees involved in the decision to place County property of any kind in surplus status shall not purchase, or make an offer to purchase, the same property through sealed bid, auction, or any other manner. Nor shall they request that the purchase be made on their behalf by a member of the employee's immediate family, or by another person or persons.

E. PURCHASING AUTHORITY DELEGATED TO PURCHASING AGENTS

All authority to procure goods and services rests with the Board of Supervisors. Pursuant to section 25500 et seq. of California Government Code and section 3.08 of the Mariposa County Code, the County Administrative Officer has been established, ex-officio, as the purchasing agent for the County. Department heads have likewise been established, ex-officio, as assistant purchasing agents with responsibility for his or her specific department. In these roles, the purchasing agent and assistant purchasing agents are responsible for:

1. Procurement of goods, supplies, materials, equipment and contractual services required by the County;

2. Review and approval of rents and leases for goods, supplies, materials, equipment, and contractual services required by the County;

3. Lease of real property as required by the County, subject to approval by the Board of Supervisors where required by state law or County ordinance;

4. Sale, lease, storage, donation, or disposal of any personal property belonging to the County that is no longer required for public use;

5. Development, maintenance, dissemination and enforcement of County purchasing policies and procedures consistent with law and other resolutions and directions of the Board of Supervisors;

6. Performance of the aforementioned services on behalf of special districts, and/or other governmental units in the County, when requested to do so.

The Board of Supervisors delegates authority to make purchases (including, but not limited to, executing agreements subject to approval as to form by county counsel) up to the maximum amount specified in state law and cited below. Procurement activities in excess of the authority of the purchasing agent require approval from the Board of Supervisors.

	DELEGATED PROCUREMENT AUTHORITY		
Procurement Activity Type	**Authority**	**Purchasing Agent**	**Assistant Purchasing Agt**
Goods and Supplies	Govt. Code §25501	Within approved budget	Within approved budget
General Services	Govt. Code §25502.3	=< $60,000[A]	=< $20,000[A]
Special Services	Govt. Code §31000	=< $60,000[A]	=< $20,000[A]
Revenue Generating Contracts		=< $60,000	=< $20,000
Contracts: Time Extensions Only		Max Contract Term – 5 years	Max Contract Term – 5 years

Attachment: Proposed Mariposa County Purchasing Policy - 080222 (RES-2022-462 : Purchasing Policy)

Contracts: Non-cost changes[B]		No limit	No limit
Contracts: Assignments[C]		No limit	No limit
Contracts: Early termination[D]		=< $60,000	=< $20,000
Declared Emergency Maximum	Govt. Code §25502.7	=< $250,000	=< $100,000
Trade-In allowances	Govt. Code §25503	< $10,000	< $10,000
Sale of real property	Govt. Code §25526.5	=< $25,000	Purchasing agent only
Public works without bids	Pub. Con. Code § 20131	=< $6,500	=< $6,500
Public Works max amount of change orders	Pub. Con. Code § 20142	10% up to $25,000 -OR- $25,000 + 5% for cost above $250,000 up to $210,000	10% up to $25,000 -OR- $25,000 + 5% for cost above $250,000 up to $210,000
CUPCCAA Public Works Projects[E]	Pub. Con. Code § 22034	=< $200,000	=< $200,000

Note A – Maximum amount is the aggregate fiscal year amount committed to that contractor countywide.
Note B – Non-cost changes must be generally consistent with the original approved scope of the contract
Note C – Assignments are the transfer of a contract or purchase order from one vendor to another due to a merger, acquisition, or other similar reason
Note D – Contracts entered by the Board of Supervisors cannot be terminated unless the Board specifically delegates such authority.
Note E – CUPCCAA is the acronym for the California Uniform Public Construction Cost Accounting Act (Public Contract Code section 22000 et seq.)

The purchasing agent and assistant purchasing agents may authorize staff to process procurement of goods and services on behalf of their respective department(s). Each is ultimately responsible for purchasing decisions of those they have authorized.

The director of Health and Human Services Agency may award and execute contracts to procure residential 24/7 care services and services from institutions for mental disease using the Special Services purchasing authority delegated to the purchasing agent. Pooled contracting may also be used for these services; Board approval is required for the aggregated pool of agreements.

In a declared emergency, the director of Public Works and Transportation may award and execute contracts for emergency infrastructure (primarily road) repairs using the Declared Emergency Maximum purchasing authority delegated to the purchasing agent.

The Treasurer/Tax Collector/Clerk, acting as the County Elections Official, may incur all budgeted expenses necessary in the preparation for and conduct of an election, pursuant to Elections Code sections 13001 and 14100.

Attachment: Proposed Mariposa County Purchasing Policy - 080222 (RES-2022-462 : Purchasing Policy)

The purchasing agent and assistant purchasing agents shall notify the board of supervisors of all executed contracts in a monthly informational item on the board agenda. Notification shall include the person(s) and/or organization(s) with whom the County has contracted, the service being provided, and the dollar amount of said contract. The purchasing agent and assistant purchasing agents shall keep the Board apprised of any other relevant details that could have an effect on County operations, public services and/or public perception.

F. PROCUREMENT METHODS

The Board of Supervisors requires competitive solicitations to be conducted whenever reasonably possible. Competitive solicitation includes obtaining bids, proposals, qualifications, informal quotes or other pricing and related information from vendors prior to making a purchasing decision and awarding the contract and/or purchase order to the party that is the most responsive and responsible in their ability to meet the needs of the County. Competitive solicitations must be conducted in a fair and objective manner and result in a purchase order that is supported by relevant quotes, terms, warrantees, and any other relevant documentation. The type of solicitation required is based on the estimated value of the item or service to be procured as follows:

COMPETITIVE SOLICITATION REQUIREMENTS	
Solicitation Type	**Estimated Amount**
Goods, Supplies and Services	
No solicitation required	< $3,000
Informal solicitation, two quotes	$3,000 - $9,999
Informal solicitation, three or more quotes	$10,000 - $60,000
Formal solicitation	> $60,000
CUPCCA Public Works Projects	
No bids required	=< $60,000
Informal bids	=< $200,000
Formal bids	> $200,000

For CUPCCA Public Works projects, threshold amounts are inclusive of administrative overhead and lower thresholds may apply if the project relies on federal funds.

Competitive solicitations come in two forms: informal and formal solicitations. Informal solicitations are generally reserved for non-complex solicitations where the description of the goods or services to be purchased can be stated clearly. The informality of the process allows the solicitations to be requested and received by telephone, fax, email, paper quote or printouts from prospective vendors. Quotes for goods or services valued at or above three thousand dollars ($3,000) must also be documented by the department managing the procurement. Award of the purchase order or contract can usually be decided based objectively on price alone without any consideration of other evaluation criteria.

Formal solicitations are used to solicit goods or services that require a more detailed description and explanation by publishing a document to which vendors may respond as prescribed. These solicitations are always in writing and include a complete set of specifications as well as a detailed set of requirements that must be met to participate in the solicitation. A formal solicitation is active or left open for a specific time period (not less than ten business days) and has a definite closing date and time. All formal solicitations require final approval from

Attachment: Proposed Mariposa County Purchasing Policy - 080222 (RES-2022-462 : Purchasing Policy)

the Board of Supervisors for any resulting agreements. Approved formal solicitations for use in County purchasing are as follows:

a. **Requests for Information (RFI)** are used to obtain information from potential vendors about goods, supplies and services. RFIs are commonly used to better understand the market, and/or prepare for a complex Request for Proposals. An RFI cannot make any award or promise of award to vendors submitting a response.
b. **Request for Qualifications (RFQ)** are used to procure technical special services such as architectural and engineering services. The RFQ can be used to make multiple awards to build a roster of providers. The RFQ must be reviewed by County Counsel prior to its release. The award is generally made based on the knowledge, quality and skill set of the applicant, as well as proposed cost.
c. **Request for Proposals (RFP)** are generally used to procure general or special services. RFPs can also be used for procuring a solution that is a mix of goods, supplies and services. The RFP must be reviewed by County Counsel prior to its release. Vendors' response to the RFP must be scored based on objective evaluation criteria. The evaluation criteria must be based on the quality of the proposal and the bid price. A review committee of no less than three people shall evaluate and score the quality of the proposal. The evaluation and scoring of the bid price is performed independently of the quality evaluation. The proposal with the lowest cost bid will generally receive the highest score for the evaluation of the bid price.

When competitive solicitation is not feasible or not required, employees can procure goods, supplies and services through the methods listed below.

1. *Small Purchases:* Purchases of goods and supplies (not services) that cost less than $3,000 should be paid with a purchasing card ("Cal Card") whenever possible. These purchases can also be paid via claim or purchase order. Services are procured using a purchase order or a contract regardless of the cost.

2. *Contracts:* A contract is a written document between parties with binding legal force, usually exchanging goods or services for money or other consideration. The term "contract" and "agreement" are synonymous. A contract may also include leases, revenue generating contracts and other forms of agreements as applicable to the County. The term "contract" includes memoranda of understanding ("MOU").

   The purchasing agent and assistant purchasing agents may enter contracts for a term of three years or less with no more than two additional one-year extensions. The purchasing agent and assistant purchasing agents may amend existing contracts within established purchasing authority. Original and existing contracts that cumulatively exceed established purchasing authority or a term of five years must be approved by the Board of Supervisors. All contracts must be reviewed and approved as to form by County Counsel.

   Four specific types of contracts or agreements are authorized:

   a. **Professional Services** agreements are required for procurement of all services. In selecting and contracting for professional services, the Board of Supervisors shall use demonstrated competence and qualifications for the types of services to be performed, in conjunction with assurances of fair and reasonable prices, as the basis for selection. Most often, the lowest responsive and responsible bidder should be selected.

Attachment: Proposed Mariposa County Purchasing Policy - 080222 (RES-2022-462 : Purchasing Policy)

b. **Cooperative agreements** are used when two or more governmental entities pool their commodity and/or service requirements to purchase aggregated quantities of goods, supplies and/or services. The County may utilize a cooperative agreement if the competitive solicitation process that preceded the agreement is at least as restrictive as the County's process and the use of the agreement is in the County's best interest. The use of any Cooperative Agreement in lieu of a competitive bid process is subject to the purchasing agent's approval.

c. **Piggyback agreements** are used when a governmental entity extends the pricing and terms of a contract to another governmental entity. The entity with the contract must have language in their contract or competitive solicitation that allows the terms of the contract to be extended to other entities. The County may piggyback or "ride" another governmental entity's contract if the contract's competitive solicitation process is at least as restrictive as the County's process and the use of the agreement is in the County's best interest. The County may allow other governmental entities to ride the County's contract if it is in the County's best interest. The use of any piggyback agreement in lieu of a competitive bid process or to allow other governmental entities to use the County's contract is subject to the purchasing agent's approval.

d. **Memoranda of Understanding (MOUs)** are formal agreements between two or more parties to establish an official partnership. MOUs may or may not involve an exchange of goods or services for compensation. The purchasing agent and assistant purchasing agent may approve MOUs that do not involve compensation or when compensation is within established purchasing authority. The Board must approve all MOUs with other local, state, and/or federal government entities.

3. *Non-competitive Purchases:* Non-competitive purchases are purchases made without utilizing a competitive process. Single sourcing and sole sourcing are types of non-competitive purchases. Single source procurement is when multiple vendors could supply the good or service but one vendor is selected over the others for substantial reasons. Sole source procurement is when only one vendor can provide the good or service. Non-competitive purchases should be rare and require approval of the purchasing agent.

   Purchases of services require a completed W-9 on file in the auditor's office along with other required documentation outlined in the contract. Purchases that exceed approved budgets are not authorized, regardless of the purchasing authority of the approver.

G. SPECIAL COMMODITIES

Special commodities are goods, supplies and services that are exempt from the procurement authority delegated to departments. These items require additional review and concurrent approval by other County departments as indicated below.

SPECIAL COMMODITY APPROVAL	
SPECIAL COMMODITY	**APPROVING DEPARTMENT OR DIVISION**
Cellular equipment	Administration - Technical Services
Computers	Administration - Technical Services
Computer software	Administration - Technical Services
Construction	Public Works

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Facility Repairs, Remodels, or Improvements	Public Works – Facilities
Leases/rents for equipment	Administration
Telecommunications equipment	Administration – Technical Services
Vehicles (inclusive of tractors, trailers, and heavy equipment)	Public Works - Fleet

H. ITEMS EXEMPT FROM THE COMPETITIVE SOLICITATION PROCESS

Exempt goods, supplies, and services are items where competitive solicitation is impractical. The following items can be obtained without conducting a competitive solicitation process:

1. Utilities
2. Advertising
3. Insurance
4. Courier services such as UPS or FedEx
5. Memberships
6. Training, seminars, or classes and related travel expenses for County employees
7. Certain expenses related to civil or criminal litigation, legal counsel with the approval of County Counsel, or confidential employment-related investigations such as attorney services, legal materials, investigators, and other related experts
8. Works of art for public places or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers
9. Certain expenses where the cost of the item or service is set by state or federal law
10. Purchases made from other federal, state or local governmental entities, provided such purchases are for rent of the entity's facilities or reimbursement for services directly provided by the entity
11. Goods, supplies, and/or services needed by the County pending a bid award, contract renewal or bid protest action and a contractor agrees to provide such goods, supplies, and/or services at the same contract price as a previous award, or at revised price that reflects changes in applicable governmental indexes since the beginning of the current contract period, until a new contract has been awarded. Such interim period contracts shall not normally exceed 180 days, or until resolution of a bidder's protest
12. When the purchasing agent determines that making a specific purchase without competitive bidding is reasonably necessary for the conduct of County business or is needed to avoid impairment of County functions or services
13. When the purchasing agent determines that it is in the best interest of the County to renew a contract award from the previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of County business and/or based on good business sense

I. NOTICING

All solicitations for bids must be noticed on the County website for a minimum of five (5) working days. Additional notice for the acquisition of particular goods or services may be required by state code.

Solicitation of bids for construction projects are required to be advertised in a local newspaper of general circulation for at least two weeks, pursuant to California Public Contracting Code 20125-20126 and 20150.6-20150.8, except in emergency situations (PCC §20134).

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J. PROTESTS

The purchasing agent shall be responsible for the review and disposition of any protest of a competitive solicitation. A vendor may request a review of the solicitation requirements and specifications provided that the request is received by the purchasing agent within the period when questions are to be received. When no date is specified for questions, a request must be received prior to the date when all bids are due.

A non-selected vendor can file a protest of the Notice of Intent to Award no later than 4:00 PM Pacific Time five business days after the date the notice is posted; or when a Notice of Intent is not filed, within five (5) business days of board approval of the contract. Only those vendors that submitted a bid are eligible to protest the Notice of Intent to Award. All protests shall be delivered by the vendor in writing by mail, and/or electronic mail to both the purchasing agent and the department issuing the competitive solicitation. The protest must include specific facts, circumstances, reasons and/or basis for the protest. Protests received after the time specified are untimely and shall be denied on that basis.

A non-selected vendor can also submit a Public Records Act request to view all proposals submitted, scores assigned (if available), and the negotiated contract.

The purchasing agent will evaluate the protest and issue a written decision within 30 business days of confirmed receipt. The purchasing agent's decision is final.

K. PREFERENTIAL PURCHASING PROGRAMS

In determining the lowest responsive and responsible bidder, and when clearly disclosed in noticing for a competitive solicitation process, the purchasing agent and assistant purchasing agents may provide a preference for the following:

1. Award of a contract to a local, independently owned small business for construction, procurement of goods, or the delivery of services where responsibility and quality are equal (Pub Con Code section 2002). A local business preference:
    a. may not exceed five percent (5%) of the lowest responsible bid;
    b. does not apply when precluded by the requirements of a grant or state or federal regulation; and
    c. may only be supported with local funds.
2. Award of a contract to a business or organization that practices waste reduction and environmentally responsible practices where responsibility, quality and price are equal.

L. EMERGENCY PROCUREMENT

The Board of Supervisors recognizes that certain purchases are necessitated by unforeseen emergency conditions. Emergency purchases are limited to those immediately necessary for protection from substantial hazard to life or property, or when there is an immediate need to mitigate a serious service interruption. Failure to plan or effectively manage resources; conditions where dispensing with the bidding process would be convenient, expeditious, or in the County's interests; and perceived urgency with little or no threat to life, safety, or essential services do not constitute an emergency for purposes of this policy.

Assistant purchasing agents may authorize an emergency procurement to address an immediate department

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need as described in this section. In the event of a local emergency proclamation, the purchasing agent and assistant purchasing agents shall follow informal bidding procedures to the extent necessary and feasible under emergency circumstances. The purchasing agent may waive the requirement to use the lowest cost vendor depending on the availability to receive the requested goods, supplies, and/or services. Further waiver, modification or suspension of this policy is subject to the approval of the Board of Supervisors as prescribed in Public Contract Code section 22050.

In the event of a proclaimed state emergency or declared federal emergency, all procurement actions shall be pursuant to applicable state and/or federal policies and procedures. Every emergency purchase shall be promptly reported to the purchasing agent in writing with the facts constituting the emergency.

M. STANDARDIZED PURCHASES

The County endeavors to procure high-volume, recurring disposable goods (such as office supplies) through annual (blanket) contracted purchasing agreements whenever possible. An annual purchase order is an agreement to purchase items at a specific price during a defined time, with delivery dates to be determined by each purchase. An annual purchase order will be issued to a vendor, through the competitive bid process, allowing for repetitive purchases of goods by authorized personnel for the specified time not to exceed twelve months.

To achieve maximum efficiency and effectiveness, the purchasing agent may establish and chair a Procurement Standards Committee as needed to review County spending patterns and establish standards concerning the type, design, quality or brand of a specific article or group of related items or services purchased by the County. Adopting standardized purchases based on a spend analysis allows the County to establish or maintain uniformity in appearance and/or quality and/or achieve cost savings through volume pricing.

N. SURPLUS

County personal property that is no longer useable or required by the department is considered surplus. The purchasing agent and assistant purchasing agents, or their designee(s), are responsible for determining whether the property can be (in priority order):

1. Transferred to another department
2. Exchanged or traded for a newer or upgraded version of a similar product (such as a vehicle)
3. Placed for sale or auction with appropriate notice on the Public Surplus website.
4. Placed for sale or auction with appropriate notice through another medium.
5. Donated to another governmental entity or a non-profit organization, if the value is equal to or less than $10,000
6. Recommended to the Board of Supervisors for donation to another governmental entity or a non-profit organization when the value is greater than $10,000
7. Disposed of by way of recycling or waste

Sale or auction of surplus property requires noticing the public at the courthouse and on the County website. Unless restricted by provisions of a grant or state or federal regulation, proceeds from surplus property sales shall be paid into the County treasury for the use of the County. When the property is exchanged or traded in its

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value shall be secured on behalf of the County.

O. ACCOUNTABILITY AND VIOLATIONS

All County employees involved in the procurement process are accountable to the public for the effective and efficient spending of public funds. The following mechanisms help to provide assurance of this accountability.

1. Department heads are responsible for establishing a departmental process to ensure that the quality and quantity of the received goods, supplies and/or services meet expectations and conform with the specifications, terms and conditions in the applicable contract or purchase order. Departments shall keep complete records showing the date of delivery, quantity delivered or services performed and any discrepancies. Quality and performance testing of commodities and equipment is the responsibility of the receiving department. Departments are responsible for reporting all discrepancies immediately to the vendor, take appropriate action, and maintain a record of the default.
2. Departments shall record the vendor's performance. If the vendor's performance falls below expectations, the utilizing department shall notify the vendor and insist on a corrective action plan or other appropriate remedial steps until the poor performance is resolved. Departments shall document efforts to correct poor vendor performance. The department is responsible for informing the Purchasing Division of the vendor's performance, where it will be used to determine the renewal of the purchase order, cancellation, or replacement of the vendor.
3. An unauthorized purchase is a purchase that is either:
    a. Entered into by an individual that is not authorized to purchase on behalf of the County
    b. Entered into by an individual normally authorized to purchase, but who uses an unauthorized procurement method
    c. Entered into by an individual who exceeds their delegated authority. County employees who make unauthorized purchases may be personally liable for all costs incurred in connection with the unauthorized purchase of goods and services.
4. Department heads and employees approving each requisition are responsible to determine that funds are budgeted and available for any purchase.
5. The purchasing agent and assistant purchasing agents shall report the following activities to the Board of Supervisors when they occur:
    a. Use of Preferential Purchasing Programs
    b. Contracts signed using delegated purchasing authority
    c. Emergency purchases
    d. Use of confirming purchase orders and contracts
    e. Procurement activities that are exempted from competitive solicitation requirements
6. Repeated and/or flagrant violation of this policy may result in disciplinary action up to and including termination. Violations may also include:
    a. Purchasing multiple items over any period of time to avoid the competitive bid process
    b. Splitting items to circumvent the fixed asset process or credit card transaction limits
    c. Purchasing goods or services for personal use
    d. Unauthorized purchasing card usage
    e. Inadequate supporting documentation for a purchase or documentation that is not submitted to the

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auditor's office within fourteen (14) calendar days of purchase

P. REFERENCE CHART

Purchase Type	Purchase Amount	Procurement Method	Contract Required	~~Contract and Purchase Order Required~~Purchase Order Required	Approval
Goods and Supplies (Budgeted)	< $3,000	Cal Card, claim or purchase order	No	No	Department ~~H~~head
	$3,000 - $9,999	Informal solicitation (two quotes)	No	Yes~~No~~	Department ~~H~~head
	$10,000 - $60,000	Informal solicitation (three quotes)	No	Yes~~No~~	Department ~~H~~head
	> $60,000	Formal solicitation	No	~~No~~Yes	Department ~~H~~head
Professional Services	<= $10,000	Informal solicitation (two quotes)	Yes	Yes	Department ~~H~~head
	$10,000 - $20,000	Informal solicitation (three quotes)	Yes	Yes	Department ~~H~~head
	$20,001 - $60,000	Informal solicitation (three quotes)	Yes	Yes	CAO
	> $60,000	Formal solicitation	Yes	Yes	Board of Supervisors
Special Commodities	As budgeted				

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Attachment: Proposed Mariposa County Purchasing Policy - 080222 (RES-2022-462 : Purchasing Policy)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-461

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Purchasing Card Policy

RECOMMENDATION AND JUSTIFICATION:
Rescind Resolution 2007-225; and Adopt an Updated Purchasing Card Policy.

This item would update and replace the existing policy for the use of purchasing (credit) cards in the County. Updates include standardizing the daily and monthly limits for new cards being issued, allowing the use of purchasing cards for some travel expenses, explicit authority to use purchasing cards to support emergency operations, clear documentation requirements, and definition of roles and responsibilities around the use of purchasing cards.

Together with the Purchasing Policy and Travel and Expenditure Reimbursement Policy, which are also on the agenda, this update represents a step toward more efficient, standardized and transparent purchasing for Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The existing credit card usage policy was adopted on May 22, 2007, by Resolution 2007-225.

On June 28, 2022, the Board had a discussion on the purchasing ordinance, three related policies, and possible participation in the state travel store. Staff was directed to move forward with some amendments, which are included in the proposed policy.

On July 12, 2022, the Board approved amendments to the purchasing ordinance that refocuses that code section on the establishment of authority pursuant to Government Code 25500 - 25509.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will need direction to understand how to proceed.

ATTACHMENTS:
Proposed Mariposa County Purchasing Card Policy (DOCX)

REF ID# 13148

RESULT: WITHDRAWN AND RESCHEDULED Next: 8/16/2022 9:00 AM

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-580

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Travel and Expense Reimbursement Policy

RECOMMENDATION AND JUSTIFICATION:
Rescind Resolutions 1989-053 and 1989-500; and Adopt an updated travel and expense reimbursement policy.

This item would replace two adopted policies, and two policies without a known resolution number, with an updated policy governing employee travel and expense reimbursement. Policies proposed to be rescinded are as follows:

- *No Resolution Number(s): Travel - Meals During Working Hours* (January 23, 1968), allowed for the reimbursement of meals in the County that were incurred by the sheriff, his deputies or constable staff in the performance of their official duties. This policy was amended on June 16, 1970, to include the reimbursement of meals for all staff performing official duties outside of the county.

- *Resolutions 1989-053 and 1989-500: Travel Reimbursements* (February 14, 1989), which allowed department heads and elected officials not entitled to negotiated meal per diems to be advanced up to one hundred percent of the cost of travel and to be reimbursed for tips up to fifteen percent (15%) of the cost of a meal.

- *Unknown Resolution Number(s): Travel Reimbursements for Department Head and Elected Official* (September 17, 1991) discussed the conditions under which a department head or elected official could be reimbursed for the cost of a meal and whether they were authorized to purchase meals for others. The Board concluded that discretion was given to the department head to request reimbursement for such expenses or not.

These policies are recommended to be updated with a comprehensive policy that would implement the following:

- Define appropriate travel expenses and practices

- Participation in the Statewide Travel Program (STP), which would allow the

County to benefit from state-negotiated rates and invoices (rather than advances or reimbursement) for travel expenses

- Use of established per diem standards for all employees
- Use of Virtual Card Numbers (VCNs) to enhance security for travel purchases and limit the need for purchasing cards
- Clear accountability measures for policy violations

Together with the Purchasing and Purchasing Card Policies, which are also on the agenda, this update represents a step toward more efficient, equitable and transparent purchasing for Mariposa County. A delayed effective date is requested to allow time for integration of Statewide Travel Program data with the County's Oracle ERP system.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 28, 2022, the Board had a discussion on the purchasing ordinance, three related policies, and possible participation in the state travel store. Staff was directed to move forward with this policy.

On July 12, 2022, the Board approved amendments to the purchasing ordinance that refocuses that code section on the establishment of authority pursuant to Government Code 25500 - 25509.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will need direction to understand how to proceed.

ATTACHMENTS:
Proposed Mariposa County Travel and Expense Reimbursement 080222 (DOCX)

RESULT: WITHDRAWN AND RESCHEDULED Next: 10/4/2022 9:00 AM

Mariposa County

Travel and Expense Reimbursement Policy – October 4, 2022

A. PURPOSE AND LEGAL BASIS

The County of Mariposa ("County") makes stewardship of limited public resources a primary focus and concern. The purpose of this policy is to:

1. Provide specific guidance on the standards of the use and expenditure of County resources for travel and expense reimbursement;

2. Ensure that all expenses incurred by the County, including but not limited to travel, meals and lodging, are properly authorized and obtained in an efficient manner and at the best possible value;

3. Ensure proper reimbursement of duly authorized, actual and necessary expenses, including but not limited to travel, meals, and lodging; and

4. Satisfy the requirements of Government Code sections 53232.2 and 53232.3 and County Memoranda of Understanding.

This Policy operates in conjunction with the Mariposa County Purchasing Policy to supplement the definition of actual and necessary expenses for purposes of State laws relating to permissible uses of public resources. It further supplements the definition of necessary and reasonable expenses for purposes of Federal and State income tax laws.

B. APPLICABILITY

The travel and reimbursement expense policies set forth herein apply to all County officials, officers, employees, appointees and volunteers ("employees") who receive or are eligible to receive any compensation or any reimbursement of expenses from the County or who travel on County-paid business.

C. AUTHORIZED TRAVEL EXPENSES

Public resources should only be used when there is a substantial benefit to the efficiency or effectiveness of the County and County constituents. Such benefits include:

1. The opportunity to discuss the community's concerns with members of the community as well as with federal, state and other local officials;

2. Participating in regional, state and national organizations whose activities directly affect the County;

3. Attending educational seminars designed to improve skill and information levels or participating in professional organizations that are directly relevant to employee or official

Attachment: Proposed Mariposa County Travel and Expense Reimbursement 080222 (RES-2022-580 : Travel and Expense Reimbursement

responsibilities;

4. Promoting public service and morale through recognition or service and commitment; and
5. Conducting County business pursuant to County-approved goals and values.

Travel must be thoroughly planned, documented, and approved in an expense report in advance of the trip. Employees should seek to obtain the best economic value while traveling, including traveling in coach class, carpooling with coworkers when possible, and traveling direct routes as much as possible.

Personal business should not be mixed with official business if it will have any cost in dollars (including for fuel or vehicle use) or lost time, or if it will harm the County's interests in any way. Examples of personal expenses that are not authorized include, but are not limited to:

1. The personal portion of any trip;
2. Political or charitable contributions or fund-raising events;
3. Family expenses, including those incurred by a partner, child or pet accompanying an official on business;
4. Use of a County vehicle to transport family members or any other person who is not a County employee;
5. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
6. Personal automobile expenses, other than the County-approved mileage allowance, such as repairs, traffic citations, insurance or gasoline; and
7. Personal losses incurred while on County business.

Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is approved or incurred.

D. MEETING STIPENDS

No stipend or other compensation will be paid for attendance at meetings of County boards, commissions, or committees, except as specifically authorized in advance by the County Board of Supervisors.

E. TRAVEL COST CONTROL AND GUIDELINES

To conserve County resources and keep expenses within community standards, travel expenditures should adhere to the following guidelines. In the event that travel expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the County will be limited to the costs that

Attachment: Proposed Mariposa County Travel and Expense Reimbursement 080222 (RES-2022-580 : Travel and Expense Reimbursement

Attachment: Proposed Mariposa County Travel and Expense Reimbursement 080222 (RES-2022-580 : Travel and Expense Reimbursement

fall within the guidelines.

1. *Travel Authorization*: Department heads or their designees must authorize travel and travel reimbursements. All authorized travel costs will be borne by the authorizing department. Expenses for a given trip should be reported on a single expense report or reimbursement request whenever possible.

   Reimbursement of costs for travel outside the State of California must be approved by the Department Head; reimbursement of costs for travel outside the United States must also be approved by the County Administrative Officer.

2. *Responsibility for Booking Travel*: Each department director shall designate one or more travel coordinators and ensure each has been issued a purchasing card. Travel coordinators will be responsible for making travel arrangements for the employees in their department. Travel from any trip should be submitted as a Travel Expense Authorization (TEA) and approved in advance of the trip. All associated expenses should be linked to the TEA and/or a designated trip link field in the County's ERP software.

   Employees who have been issued a purchasing card may book their own travel in compliance with this policy and department guidelines.

3. *Government and Group Rates*: Employees shall use government and group rates whenever those rates are available unless another rate results in a cost savings to the County.

4. *Statewide Travel Program*: The County participates in the California Department of General Services (DGS) Statewide Travel Program (STP), which provides negotiated rates for hotels, flights, car rental and other travel expenses. ***All*** travel expenses (flights, hotels, rental cars, etc.) should be booked through the CalTravelStore or Concur Travel sites unless:

   a. The CalTravelStore or Concur Travel sites do not provide services in the area where the employee will be traveling;

   b. The reason for travel is associated with a particular hotel that is not available through STP *and* there is a negotiated rate as part of the event; or

   c. Booking in some other way results in a net cost savings to the County.

5. *Meals and Incidentals Per Diem*: Sharing meals with Federal, State, regional and other local agencies, officials and employees is frequently the best opportunity for more extensive and uninterrupted communication. The County will pay for meals that comply with this Policy as well as the limits and reporting requirements of other Federal, State and local laws and regulations and the respective memoranda of understanding with labor.

6. *Hotels and Lodging*: The County will pay for a single room (including taxes and fees) for the duration of an official business trip. Lodging will comply with this Policy, including the following:

a. Accommodations should be economical for the area and practical for advancing the purpose and goals of the travel. The CalTravelStore or Concur Travel sites should be used for booking whenever possible.

b. When lodging is in connection with a conference or organized educational activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available at the time of booking. If a group rate is not available, employees shall use comparable lodging that is otherwise consistent with this Policy.

c. When multiple employees are traveling to the same meeting, conference or event, each employee shall have their own room or accommodations unless those employees are members of the same family unit.

7. *Mileage:* The automobile mileage reimbursement rate will be equivalent to the standard rate and terms set by the Internal Revenue Service. Travel for commuting between home and an employee's designated office or work location is not reimbursable. Travel between home and a County business destination is reimbursable to the extent that the total mileage exceeds the normal round-trip commute between home and an employee's designated office or work location. Travel between County facilities for authorized County business purposes is reimbursable.

8. *Methods of Paying for Travel:* All travel booked through STP must utilize a Virtual Card Number (VCN). VCN's are employee-specific, transaction-specific, time-specific, and merchant-specific 16-digit purchasing card numbers (without the physical card). The unique card number is automatically generated during the reservation process at the CalTravelStore or Concur Travel sites and is the only acceptable payment method for these transactions.

   When purchasing travel on the CalTravelStore or Concur Travel sites is not possible, travel coordinators and employees with a purchasing card in their own name may put some travel expenses on their purchasing card. These expenses include transportation (planes, trains, rental cars, subways, taxis, etc.), lodging, event registration, and miscellaneous expenses incidental to the trip such as bridge tolls, parking meters and baggage fees. When a purchasing card is used, all expenses related to a given trip should be on the same purchasing card.

   Per diem, mileage for use of a personal vehicle and authorized expenses that are not paid with a purchasing card may be claimed in advance or on a reimbursement basis.

9. *Employees with Special Needs:* In the event that an employee has special needs related to travel, the department director may authorize reasonable accommodations for travel, lodging and meals.

10. *Other Expenses:* All expenses that do not fall within this Policy must be approved by the Board of Supervisors in a public meeting before the expense is incurred.

Attachment: Proposed Mariposa County Travel and Expense Reimbursement 080222 (RES-2022-580 : Travel and Expense Reimbursement

11. *Cash Advances:* Very rarely, it may be necessary for an employee to request a cash advance to cover anticipated expenses while traveling or doing business on the County's behalf. Requests for a cash advance shall be submitted and processed in accordance with applicable County policies and procedures.

F. TRAVEL/REIMBURSEMENT CLAIMS AND FINAL ACCOUNTING

All cash advance receipts and expense reimbursement requests, including appropriate supporting documentation, must be submitted to the Auditor's Office within ten (10) days of incurring an expense. Inability to provide such documentation in a timely manner may result in denial of the expense claim. Reimbursements of authorized claims that have been properly requested will be issued within ten (10) days. If actual expenses exceed what was authorized, restitution to the County must be paid within ten (10) days.

Department directors, or their designee(s), should review advance reconciliations and expense reimbursement requests to confirm that:

1. All expenses are reasonable, necessary and consistent with this policy;
2. Any required itemized receipts and other supporting documentation is attached;
3. The final disposition is correct (balance due to employee or County);
4. Amounts due to the County are paid; and
5. A final accounting of all expenses is submitted to the Auditor's Office in a timely manner.

G. COMPLIANCE WITH LAWS

County officials, employees and volunteers shall keep in mind that some expenditures may subject to reporting under the Political Reform Act and other laws.

H. VIOLATIONS OF TRAVEL AND EXPENSE REIMBURSEMENT POLICY

Use of public resources or falsifying expense claims in violation of this Policy may result in any or all of the following:

1. loss of reimbursement privileges;
2. a demand for restitution to the County;
3. the County's reporting the expenses as income to the individual to Federal and State tax authorities;
4. civil penalties of up to $1,000 per day and three times the value of the resources used;
5. prosecution for misuse of public resources; and

Attachment: Proposed Mariposa County Travel and Expense Reimbursement 080222 (RES-2022-580 : Travel and Expense Reimbursement

6. personnel action up to and including termination of employment where appropriate.

Failure to submit receipts and reconcile trip expenses in accordance with timelines specified in this policy will result in a written warning. Repeated delays in the timely submission of receipts and the reconciliation of trip expenses could also result in the elimination of travel privileges and/or the elimination of a purchasing card issued to an employee.

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