MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

June 8, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

Kari Kisela/Mariposa County Chamber of Commerce introduced Jacob Hawley, the new operations manager of the Visitor Center.

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

No public input. René LaRoche/Clerk of the Board provided clarification regarding CA9.

CORRECTION:
CA9: The membership actions are for the AB939 Taskforce.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services RES-2021-321**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-322**

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

CA3. **Sheriff's Office RES-2021-323**

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

CA4. **Administration RES-2021-324**

Approve Three Amendments with Indigent Defense Legal Services Extending Each Term through June 30, 2022 with Wayne Green, Neal Douglass, and Eugene Action in an Amount Not to Exceed $126,720 Each for a New Total Amount Not to Exceed $506,880 Each; and Authorize the Board of Supervisors Chair to Sign the Amendments

CA5. **Agricultural Commissioner RES-2021-325**

Approve an Amendment to the 2021 Noxious Weed Program Agreement No. 20-1011-000-SA with the California Department of Food and Agriculture (CDFA) for FY 21/22 and 22/23 by Extending the Term to June 30, 2023 and Increase the Amount by $31,999.91 for a New Amount Not to Exceed $63,999.82; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA6. **Board of Supervisors RES-2021-337**

Adopt a Resolution of Recognition and Congratulations to Mae Berdella Haste for Celebrating Her 100Th Birthday on June 11Th, 2021 (Supervisor Forsythe)

CA7. **HHS/Behavioral Health & Recovery Services RES-2021-326**

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

CA8. **Public Works RES-2021-327**

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

CA9. **Public Works RES-2021-328**

Accept Resignation of Stuart Katte Category D; Appoint Stephen Boynton to Category D Representing Recology and Kerri Gibbons to Category E Representing Environmental Health for a Continuous Term; Re-Appoint Karen Dusik to Category G with a Term Expiring June 8, 2025; and Re-Appoint Rick Leinheuser to Category G with a Term Expiring June 8, 2023

CA10. **Public Works RES-2021-329**

Approve Budget Action Transferring Funds Within the Public Works Transportation Planning Budget to Offset a Year-End Categorical Shortfall in Salary and Benefits ($9,600)

CA11. **Sheriff's Office RES-2021-330**

Approve the FY 2021 Cooperative Agreement No. 17-LE-11051360-025 with the United States Department of Agriculture (Sierra and Stanislaus National Forests) Exhibit A, Mod 010 (2021 Patrol Annual Operating Plan), Exhibit B, Mod 011 (2021 Controlled Substance Annual Operating Plan) to Assist in Providing Law Enforcement Services on National Forest Lands; and Authorize the Board of Supervisors Chair to Sign the Agreements

E. Departmental Presentation

Eric Sergienko/County Health Officer reported that there are only two active COVID-19 cases of county residents; advised that our vaccination rate is continuing to slow and stands at about 54% of our target population; noted upcoming vaccination clinics; and noted that all of the sector and business guidance will be retired one week beyond the blueprint but that guidance for schools will remain in place. Dr. Sergienko also advised that he has not yet seen any masking guidance from the State but has heard from the California Department of Public Health that, generally, masks are recommended for the unvaccinated or if there is a high prevalence of cases in a community. He also noted that the CAL/Osha emergency temporary standard that was approved on Thursday of last week is now in review in the Office of Administrative Law, but will require masks if anyone in a workplace is not vaccinated or if employees are public-facing; and advised that he will be working with HR to see how that applies in our offices. Supervisor Smallcombe and Dr. Sergienko discussed the data lags between the County and the state, how to ascertain who is vaccinated and who is not, and how that affects offices, churches, and lodgings. Dr. Sergienko also advised that, given the approach of fire season, Nixle alerts will no longer be sent out with COVID-19 updates.

Mike Healy/Public Works Director advised that June 14th will mark the start of the Daycamp Program, as well as other summer programs like pool openings. Mr. Healy also reported that the online registration worked well and that most of the programs are full, but that people can check with Parks and Rec for cancellations. He also extended thanks to Dr. Sergienko, Shannon Gadd, and Pete Judy for their guidance and assistance this year.

Dallin Kimble/County Administrative Officer noted receiving a decision from the California Public Utilities Commission (CPUC) which banned all transactions regarding work credits. He advised that, in their decision, they asserted that these sorts of transfers were never allowed or permitted. Mr. Kimble also noted that Pacific Gas & Electric (PG&E) still has an opportunity to determine whether they will honor those that occurred before but, given the language regarding that it was never intended, it appears doubtful that it will go through. Mr. Kimble also noted that they have decided to stop the pursuit of the Crystal Aire facility and are now looking at a house on Jones Street for use as transitional housing.

F. Public Comment on Non-Agenda Items

Marvin Wells provided a letter to the Board regarding mistletoe in oak trees.

Recessed

9:28 AM Chair Long recessed the Board of Supervisors meeting followed by the Clerk of the Board making the Government Code announcement.

G. LOCAL TRANSPORTATION COMMISSION

9:29 AM Chair Long convened the Local Transportation Commission (LTC) with all commissioner present.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2021-18**

Adopt a Resolution Allocating the Transportation Development Act (TDA) Funds for Fiscal Year 2020-2021

Mike Healy/LTC Executive Director gave the staff report. No public input.

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

Adjourn LTC

9:32 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

9:32 AM Chair Long reconvened the Board meeting.

H. Regular Agenda Items

1. **Planning RES-2021-331**

Adopt a Resolution Establishing the Mariposa County Code Compliance Advisory Committee (CCAC) and Approving a Supplemental Questionnaire for CCAC Membership Applications

Sarah Williams/Planning Director gave the staff report. During public comment, the item was urged by Kathleen Armstrong, Barbara Cone, and Colleen Rhodes who also extended kudos to Ms. Williams. Board discussion ensued. Supervisor Smallcombe requested the addition of language that notes that the committee will "comply with" the Ralph M. Brown Act. She also discussed ways to notice the vacancies and distribute information. Supervisors Sweeney and Smallcombe noted concerns that additional resources may be needed to support the effort.

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

2. **Administration RES-2021-332**

PUBLIC HEARING: Approve a Facility Solutions Master Agreement and a Solar Operations and Maintenance Agreement with SitelogIQ; and Authorize the Board Chair to Sign the Agreements

Dallin Kimble gave the staff report with the assistance of Jessica Ritter/SitelogIQ and Mike Healy. No public input.

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

3. **County Counsel RES-2021-333**

Adopt a Resolution Adopting Finding and Making Determination, Pursuant to Mariposa County Code Section 3.36.090, that No Good Cause Exists to Waive Penalties for Late Payment of Transient Occupancy Tax

Steve Dahlem/County Counsel gave the staff reporting, noting that this is the follow-up action from May 4, 2021 when the Board heard the case of Aramark to waive penalties. No public comment.

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

4. **Treasurer-Tax Collector-County ClerkRES-2021-334**

Accept Aramark's Payment for Delinquent Transient Occupancy Taxes in the Amount of $2,284,203.44

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

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

5. **Health and Human Services RES-2021-335**

Appoint Baljit Hundal as Local Mental Health Director Pursuant to Welfare and Institutions Code Section 5607, Effective Immediately

René LaRoche/Clerk of the Board noted a correction to the title. The item was urged during public comment by Pete Judy/Chief Probation Officer. Supervisor Smallcombe extended thanks to the members of the Behavioral Health Board for their consideration of the applicant.

CORRECTION:
"Effective Immediately" was changed to "Subject to approval by the State."

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Tom Sweeney, District II Supervisors
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

6. **Administration RES-2021-336**

Adopt a Resolution Approving Participation in the Institute for Local Government's Beacon Program

Dallin Kimble gave the staff report. During public comment, the item was urged by Mike Healy. Supervisor Smallcombe discussed a baseline greenhouse gases study that was conducted by the Sierra Business Development Center (SBDC) in 2012 or 2013, and the follow-up energy and sustainability study and expressed curiosity as to what Mariposa, as well as other counties, have done with energy sustainability plans.

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

I. Recess

10:37 AM Chair Long recessed the Board for a brief recess and reconvened at 10:42 AM.

J. Items removed from Consent Agenda

None.

K. Board Information

Information received.

Recess

10:58 AM Chair Long recessed the meeting for lunch.

L. 2:00 PM Reconvene

2:00 PM Chair Long reconvened the meeting with Danielle Bondshu/Deputy Clerk of the Board II as clerk.

1. **Clerk of the Board of Supervisors (ID # 11824)**

PUBLIC HEARING to Review Existing District Boundaries; Review State Redistricting Criteria; and Receive Public Input and Proposals Regarding County Supervisor Districts

2:00 PM Chair Long opened the public hearing.

René LaRoche/Clerk of the Board extended birthday wishes to Sarah Williams/Planning Director. She then gave the staff report noting that the next hearing is scheduled for Saturday, July 17th at 10:00 AM. She then provided an overview of the redistricting process noting that, by law, the County cannot produce draft maps until 1) we have a public hearing and 2) 3 weeks have passed after the block-level census data has been released. She also discussed the public engagement efforts and discussed the need for people to complete a Community of Interest (COI) Worksheet. Sarah Williams discussed the criteria that must be used for the district, and noted that the final maps will be drawn based on population boundaries will be adjusted accordingly. She then introduced Ben Ogren/Senior G.I.S. Specialist who discussed the role G.I.S. will play, provided an overview of the redistricting dashboard, and demonstrated a new feature that he is building that will allow public members to draw their own suggested boundaries within the G.I.S. system.

Mr. Ogren also went over some of the COI worksheet responses that have been received so far. René LaRoche added that COI worksheets can be downloaded from the worksheet, or that hard copies can be provided by her office.

Board discussion ensued regarding permissible percentage deviations between districts. Supervisor Long requested that the election precincts be added to the map. René LaRoche noted that those can change if the boundaries do.

Supervisor Menetrey and Mr. Ogren discussed the map feature under development and whether it will display all of the drawings. Mr. Ogren noted that it, ultimately, will not be viewable, but that he is still figuring out how to hide them from new users.

In response to Supervisor Sweeney's inquiry, Mr. Ogren noted that the population data will be added once it was released by the Census Bureau.

Supervisor Smallcombe and Mr. Ogren discussed the development of another field on the G.I.S. map tool that will allow users to explain the reasoning behind their proposed boundaries, examples of what was done in the past, and census response rates. Mr. Ogren noted that there is a field that asks for additional detail but that he could add more fields; that he would work with Ms. Williams about the additional language; and that he believes that some of that information is available on the census website. Supervisor Smallcombe emphasized that the redistricting process must use information received from the census. In response to Supervisor Smallcombe's inquiry, René LaRoche noted that the COI worksheet will start going out to the County's advisory committees starting today.

Public comment opened.

Barbara Cone noted that Lushmeadows is currently a split district with parts of it in Districts 1, 4, and 5 and suggested that it would be better served in one district. She also noted that the low census response is unfortunate.

Public comment closed.

2:39 PM Chair Long closed the public hearing.

RESULT: INFORMATION RECEIVED

2. **Board of Supervisors (ID # 11868)**

Receive a Presentation from Pacific Gas & Electric (PG&E) Representatives Regarding the Community Wildfire Safety Program (CWSP) and Public Safety Power Shutoffs (PSPS) Program (Nathan Alonzo, PG&E Government Relations Representative) (Board Chair)

Nathan Alonzo/PG&E Government Relations gave a PowerPoint Presentation. Board discussion ensued. No public comment.

RESULT: INFORMATION RECEIVED

M. Closed Session

1. **Board of Supervisors (ID # 11545)**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Clerk of the Board

During public comment, Pete Judy/Chief Probation Officer extended kudos to the Clerk of the Board on the great job she has done.

RESULT: CLOSED SESSION HELD

Recess

3:04 PM Chair Long moved the meeting into Closed Session.

Reconvene and Report Out

4:14 PM Chair Long reconvened the Board meeting with René LaRoche as clerk, and reported that Information was Received during the Closed Session.

Special meeting Announcement

4:14 PM Chair Long read the Notice and Call of a Special Meeting to be held on June 9, 2021 at 3:00 PM.

N. Adjournment

4:16 PM Chair Long adjourned the meeting in memory of Linda Westfall, Gerald Preston, and Phillip Heim.

Respectfully submitted,

René LaRoche
Clerk of the Board

Danielle Bondshu
Deputy Clerk of the Board II

Marshall Long
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-321

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-322

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

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

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

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

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

REF ID# 11719

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-323

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

REF ID# 11728

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-324

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Contract Amendments for Indigent Defense Legal Services

RECOMMENDATION AND JUSTIFICATION:
Approve Three Amendments with Indigent Defense Legal Services Extending Each Term through June 30, 2022 with Wayne Green, Neal Douglass, and Eugene Action in an Amount Not to Exceed $126,720 Each for a New Total Amount Not to Exceed $506,880 Each; and Authorize the Board of Supervisors Chair to Sign the Amendments.

Indigent defense services protect the constitutional rights of those accused of committing a crime by ensuring legal representation regardless of income. Mariposa County has contracted for these services for many years and specifically with Wayne Green, Neal Douglass and Eugene Action since 2015 or earlier.

Each indigent defense attorney has their own agreement with the County. Staff now recommends extending each agreement by a period of twelve months to allow the aforementioned attorneys to provide uninterrupted indigent defense services beyond the June 30, 2021, expiration on their current agreements. The associated cost is prorated for a single year at the existing rate.

With Board approval, staff intends to conduct a Request for Proposal (RFP) process for indigent defense services in the coming year to ensure the best services are being obtained at the best value for those in need of indigent defense. The RFP will be conducted with sufficient time to allow for a transition of cases, should one be required as a result of the RFP process.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In 2018, the Board approved three-year agreements for indigent defense legal services with Neal Douglass, Eugene Action and Wayne Green in an annual amount of $126,720/each (Resolution 2018-283). An RFP process was conducted prior to recommending these agreements to the Board.

In 2015, the Board approved a three-year agreement with Neal Douglass, Eugene Action and Wayne Green in an annual amount of $360,000 or $120,000/each (Resolution 2015-282).

In 2013, the Board removed Thomas Cooke from an indigent defense agreement as a result of his appointment as District Attorney. The Board approved a two-year agreement with Gary Collings, Michael Fagalde and Neal Douglass in an annual amount of $337,933 or $112,644/each (Resolution 2013-198).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and request an expedited RFP process, resulting in new contracts starting July 1, 2021.

FINANCIAL IMPACT:
Costs are included in the FY22 budget

ATTACHMENTS:
Agreement_2018-283 Neal Douglas (PDF)
Indigent defense Contract Amendment Eugene Action (PDF)
Agreement_2018-283 H. Wayne Green (PDF)
Indigent defense Contract Amendment Neal Douglass (PDF)
Agreement_2018-283 Eugene Action (PDF)
Indigent defense Contract Amendment Wayne Green (PDF)

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

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2018-283 w/Neal Douglas

MEETING: June 19, 2018

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Legal Services Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve Three-Year Legal Services Agreements for Indigent Defense Legal Services with Neal D. Douglass, Eugene Action, and H. Wayne Green, Respectively, in an Annual Amount of $126,720 Each; and Authorize the Board of Supervisors Chair to Sign the Agreements.

The County is required to provide indigent legal services and has chosen to do so by contract for several years. The County currently has a single contract for indigent legal services performed by the three separate attorneys noted above. That agreement expires on June 30, 2018.

Staff solicited Requests for Proposals (RFP) to provide indigent defense services earlier this year. Three competitive proposals were recieved. After review, staff is recommending the County enter separate legal services agreements with Mr. Douglass, Mr. Action and Mr. Green.

There are several benefits to contracting with each attorney separately, particularly given that these attorneys do not belong to a single firm or have a professional association outside of our agreement. For example, each attorney is now independently accountable and responsible for his performance. Over time, or in the case of an unexpected termination, the County is also better positioned to stagger the agreements to maintain continuity of services.

The recommended agreements include a negotiated annual increase of $6,720 per attorney ($20,160 total) over the previous agreement, recognizing an increase in basic operating expenses (rent, utilities, etc.). Staff intends to engage in a new process for providing feedback to the attorneys and managing performance on a semi-annual basis throughout the duration of the contract term.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board adopted Resolution 15-282 on June 16, 2015, authorizing the previous 3-year combined agreement for Indigent Defense services.

Attachment: Agreement_2018-283 Neal Douglas (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

Resolution - Action Requested 2018-283

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Legal Services Agreement. Some cases may be significantly delayed. Staff will need direction on how the Board would prefer to move forward.

FINANCIAL IMPACT:
Agreement amount will be included in the Fiscal Year 2018-2019 Requested Budget

ATTACHMENTS:
Legal Services Agreement 2018-2021 Indigent Defense - Action, Eugene (DOC)
Legal Services Agreement 2018-2021 Indigent Defense - Douglass, Neal (DOC)
Legal Services Agreement 2018-2021 Indigent Defense - Green, Wayne (DOC)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Agreement_2018-283 Neal Douglas (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

RES. NO. 18-283

LEGAL SERVICES AGREEMENT

THIS AGREEMENT shall become effective on July 1, 2018, regardless of the date of execution by the parties, and is executed in Mariposa, California, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Neal Douglass, Attorney at Law, hereinafter referred to individually as "CONTRACTOR." CONTRACTOR warrants that he/she operates an independent law office and that he/she is in no way affiliated with other indigent defense attorneys contracted by COUNTY as a partner, employer, or agent.

WHEREAS, the COUNTY Board of Supervisors has determined that it is in the best interest of COUNTY to contract with independent contractors for the special legal services hereinafter set forth; and

WHEREAS, CONTRACTOR is an Attorney at Law, licensed to practice law before all of the courts of the State of California and are otherwise qualified to perform the services hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. CONTRACTOR shall perform all duties normally provided by a public defender as required by law including but not limited to those duties outlined on Exhibit "A" attached hereto.

2. COUNTY shall pay to CONTRACTOR the sum of one hundred twenty six thousand seven hundred and twenty dollars ($126,720) per year, payable monthly in TWELVE (12) payments of ten thousand five hundred and sixty dollars ($10,560) on or before the tenth (10th) day of each month. Each monthly payment shall be in arrears for the services performed during the prior month. The parties agree and represent that the amount of compensation has been established after consideration of the facts set forth in California Penal Code §987.3 and further recognize that circumstances such as those referred to in Paragraphs 4 and 5 may require changes in the total compensation. COUNTY and CONTRACTOR agree to re-negotiate the total sum to be paid to CONTRACTOR hereunder in the event CONTRACTOR is required to make Court appearances for new programs for which no regular Court appearances are required at the time of the execution of this Agreement. By way of example only, if a new program is added to the judicial system, which requires CONTRACTOR to appear in Court on Friday, in addition to the then current appearances on Monday, Tuesday and Thursday, this clause will be invoked. However, should the Court simply move Thursday court to Monday, with no additional days requiring court appearances, this clause shall not be invoked.

   COUNTY will make available to CONTRACTOR the sum of four thousand dollars ($4,000) for each fiscal year during the term of this Agreement to be used for investigative purposes as determined by the Superior Court. No funds will be accessed by CONTRACTOR for investigative expenses without the prior written approval of the Superior Court.

Attachment: Agreement_2018-283 Neal Douglas (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

3. This Agreement shall be for a term of three (3) years commencing July 1, 2018, terminating on June 30, 2021, unless earlier extended by mutual agreement of the parties. COUNTY shall have the option to extend the term of this Agreement for one (1) one (1) year term. Should COUNTY elect to extend this Agreement, CONTRACTOR shall be notified in writing sixty (60) days prior to the expiration of the initial term, or any extended term. In the event of any extensions hereunder the parties shall mutually agree upon the annual contract price.

4. COUNTY shall receive all funds collected pursuant to Penal Code §§ 987.4, 987.6, and 987.8, Government Code §27712, and any similar statute providing for the reimbursement for the cost of legal services rendered under this Agreement, and no portion of the funds shall inure to CONTRACTOR'S benefit or otherwise affect the amount specified in Paragraph 2.

5. This Agreement shall not apply to cases governed by California Penal Code §987.9, "capital cases," nor shall it apply to costs for investigators in homicide cases where the Superior Court has approved extraordinary expenses.

6. In addition to the sum specified in Paragraph 2 above, CONTRACTOR shall be reimbursed for reasonable out-of-pocket expenses incurred in representing criminal defendants in matters where venue has been changed outside the County of Mariposa.

7. Each CONTRACTOR shall maintain a full-time office within the County of Mariposa and shall insure that all attorneys performing legal services under this Agreement are members of the California State Bar in good standing. CONTRACTOR shall maintain a telephone answering service or device for the taking of telephone messages during non-business hours. In-custody clients shall be interviewed within thirty-six (36) hours of CONTRACTOR'S appointment. Out-of-custody clients shall be interviewed within seventy-two (72) hours of CONTRACTOR'S appointment.

8. The Superior Court shall develop eligibility guidelines for the purpose of determining an individual's financial eligibility for indigent representation. CONTRACTOR shall obtain from each and every person he/she is appointed to represent, a completed questionnaire verifying the person's eligibility for indigent representation services. Failure to perform this requirement shall constitute a material breach of this Agreement.

9. In performing the duties herein specified, CONTRACTOR is and shall be an independent contractor and not an employee of the COUNTY. CONTRACTOR will be responsible to COUNTY for only the good faith performance of this Agreement in conformity with the Rules of Professional Conduct of the State Bar of California and not for the specific manner in which his/her duties are performed or his/her professional judgment exercised. Because each CONTRACTOR is an independent contractor, it shall be his/her sole and absolute responsibility to comply with all federal, state, and local statutes, regulations and ordinances respecting this Agreement.

Attachment: Agreement_2018-283 Neal Douglas (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

10. The parties recognize that ethics considerations, such as those set forth in the Rules of Professional Conduct, may prohibit CONTRACTOR from accepting some appointments that would otherwise be included within this Agreement. Upon discovery of a conflict of interest or other ethical consideration which precludes further representation, CONTRACTOR shall immediately notify the affected client(s) and move the Superior Court to be relieved as counsel.

11. CONTRACTOR, as an independent contractor, shall be solely responsible for providing all office furniture, equipment, supplies, secretaries, clerks, attorneys, in-house investigators, and other persons necessary to perform this Agreement, including any professional education and expenses, except experts, expert witness fees, court reporter fees, filing fees, transcript fees, and witness fees paid out of the Superior Court's budget. In the event of a conflict in the performance by CONTRACTOR'S investigator, CONTRACTOR shall request additional sums from the Superior Court with which to retain investigative services.

12. CONTRACTOR hereby agrees to individually indemnify and hold COUNTY, its officers and its employees absolutely harmless from any and all liability, cost, or expense whatsoever arising out of, or pertaining to, this Agreement and shall defend at no cost to COUNTY or COUNTY'S officers or employees, any such action brought against COUNTY, its officers or its employees.

13. During the term of this Agreement, CONTRACTOR shall carry professional liability insurance in a minimum amount of $1,000,000, insuring CONTRACTOR against all claims arising out of CONTRACTOR'S services performed hereunder. CONTRACTOR shall provide COUNTY with proof of insurance required herein upon execution of this Agreement by CONTRACTOR and annually thereafter.

14. CONTRACTOR shall notify COUNTY, in writing, within ten (10) working days of receipt by CONTRACTOR of a claim or allegation of ineffective representation by CONTRACTOR arising out of services provided hereunder by CONTRACTOR.

15. Upon the termination of this Agreement, CONTRACTOR shall cooperate fully with COUNTY and with such persons as may be designated by COUNTY to succeed CONTRACTOR in order to effect the orderly transition of legal services from CONTRACTOR to his / her successors. The cooperation specified in this paragraph includes, but is not limited to, the releasing of such files, papers and records as may be required to carry out the provisions of this Agreement and any subsequent agreement with successor contractors and to ensure the continued adequate legal representation of persons eligible for the services herein set forth.

16. CONTRACTOR shall maintain all files and records for each case for which services are provided under this Agreement for at least ten (10) years following the last date CONTRACTOR rendered services pursuant to this Agreement, unless such files are assigned to successor counsel. CONTRACTORS shall have access to his/her files as necessary. Neither the COUNTY nor any other person or entity shall be permitted access to any such files without the written consent

Attachment: Agreement_2018-283 Neal Douglas (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

of CONTRACTOR or court order. Prior to closing each case, CONTRACTOR shall notify the client of the requirements of this clause.

17. CONTRACTOR shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. In California, the benchmark adopted test for determining competency of counsel in criminal cases is that of a reasonably competent attorney acting as a diligent, conscientious advocate. (*People v. Pope*, 23 Cal.3d 412 [1979]). CONTRACTOR agrees to provide competent legal services in conformity with the above standard, or with standards as modified by more recent legislation or case law. Specifically, the following duties and responsibilities of counsel as set forth in prior court decisions and professional standards will be observed. These include:

A. Duty of careful factual and legal investigation. (See *People v. Ibarra*, 60 Cal.2d 460 [1963] regarding duty to research the law and raise settled objections; *In re Saunders*, 2 Cal.2d 1033 [1970] regarding duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense; and ABA Standards on the Defense Function [hereinafter referred to as "ABA Standards"] Section 4.1.)
B. Duty to take prompt action to protect a client's legal rights. (See ABA Standards, Section 3.6a [including procedural steps such as moving for pretrial release, obtaining psychiatric examination, moving for change of venue or continuance, suppression of illegally obtained evidence, severance from jointly charged defendants, or dismissal].)
C. Duty to keep the client informed. (See ABA Standards, Section 3.8.)
D. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. (See ABA Standards, Section 7.2(a) and 7.2(b).)
E. Duty to know and explore sentencing alternatives. (See ABA Standards, Section 8.1(b).)
F. Duty to advise concerning appeals. (See ABA Standards, Section 8.2(a).)
G. Duty not to accept more cases than can be competently handled. (See *Martin v. State Bar*, 20 Cal.3d 717 [1978].)
H. Duty not to handle a legal matter which the lawyer knows or should know that he/she is not competent to handle. (See ABA Code of Professional Responsibility, Canon 6, Disciplinary Rule No. 6-101 (a).)
I. Duty to maintain client confidences and secrets.

18. The fees of attorneys appointed to represent persons who CONTRACTOR cannot represent because of conflict of interest shall not constitute a charge against sums to which CONTRACTOR is otherwise entitled pursuant to this Agreement. CONTRACTOR shall not decline to represent any eligible person except for a conflict of interest or disqualification recognized by the Superior Court.

19. All matters to which CONTRACTOR has been appointed prior to the termination of this Agreement shall be completed by CONTRACTOR notwithstanding the termination of this Agreement. CONTRACTOR acknowledges that services rendered by CONTRACTOR to complete matters pending at the termination of this Agreement shall not entitle CONRACTOR to

Attachment: Agreement_2018-283 Neal Douglas (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

any fees beyond the annual payment due CONTRACTOR pursuant to Paragraph 2 above.

20. COUNTY may terminate this Agreement upon a thirty (30) day written notice in the event of a breach by a CONTRACTOR of any of the terms and conditions contained in this Agreement. COUNTY may further terminate this Agreement without cause if the Board of Supervisors determines in any budgetary cycle that it is unable to fund this Agreement in its budget period. This provision is intended to comply with Article XVI, Section 18 of the Constitution of the State of California.

21. COUNTY and CONTRACTOR shall meet at least annually to review CONTRACTOR's performance and any other relevant matters related to this agreement.

22. COUNTY may terminate this Agreement at any time by providing a notice in writing to CONTRACTOR that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by CONTRACTOR. If the Agreement is so terminated, the CONTRACTOR shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

23. In the event any CONTRACTOR ceases to perform services hereunder or is removed by COUNTY, COUNTY shall replace CONTRACTOR with a qualified attorney.

24. Should any clause, paragraph or language in this Agreement be held to be void, unenforceable, or unconstitutional, such clause, paragraph or language shall be stricken from this Agreement and the remainder of this Agreement shall continue in full force and effect the same as if such clause, paragraph or language had never been contained herein.

25. Neither this Agreement nor any of the rights, obligations or duties specified herein shall be assigned, transferred or delegated to any person without prior written consent of COUNTY. CONTRACTOR shall neither assign nor transfer any interest in or to the proceeds of this Agreement. Any assignment, transfer or delegation in violation of this Paragraph shall be void.

26. This Agreement may not be modified or amended except by a written agreement signed by all parties hereto.

27. Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated either in the Superior Court of California, County of Mariposa, or in the United States District Court for the Eastern District of California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

Attachment: Agreement_2018-283 Neal Douglas (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

28. This Agreement constitutes the entire agreement between CONTRACTORS and COUNTY with respect to the subject matter thereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understanding of any nature whatsoever unless expressly included in this Agreement.

29. Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and address as follows:

COUNTY: County of Mariposa
County Administrative Officer
P.O. Box 784
Mariposa, CA 95338

CONTRACTOR: Neal Douglass
Attorney at Law
P.O. Box 2131
Mariposa, CA 95338

Nothing herein shall preclude the giving of any notice by personal service.

30. While some of the duties of CONTRACTORS hereunder would be the duties of a Public Defender in a county served by a Public Defender, all parties hereto understand and agree that CONTRACTOR is not a Public Defender as described in California Government Code §27700, et seq.

Attachment: Agreement_2018-283 Neal Douglas (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year below written.

COUNTY OF MARIPOSA:

Rosemarie Smallcombe DATE: 6/21/18

ROSEMARIE SMALLCOMBE, Chair
Board of Supervisors

APPROVED AS FORM:

Steven W. Dahlem

STEVEN W. DAHLEM
County Counsel

CONTRACTOR:

DATE: May 21, 2018

Neal Douglass
Attorney at Law

ATTEST:

René LaRoche

RENÉ LAROCHE
Clerk of the Board

Attachment: Agreement_2018-283 Neal Douglas (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

EXHIBIT 'A'

1. Represent all persons whom the Superior Court has deemed indigent and who are charged with the commission of any felony (except capital cases) or misdemeanor when appointed by a Judge of the Mariposa County Superior Court ("Indigent Persons"). Represent juveniles in all petitions filed under Welfare and Institutions Code Sections 300 and 600.

2. Represent all persons requesting counsel and for whom counsel is appointed under Division 4 (Section 1400 et seq.) of the Probate Code (Guardianships and Conservatorships).

3. Represent all Indigent Persons in pretrial extraordinary writs and appeals to the Superior Court, provided that CONTRACTOR may decline appellate appointments when he/she has represented the client in related trial court proceedings. CONTRACTOR will in all cases assist client in perfecting client's right to appeal.

4. Represent all Indigent Persons before the Superior Court for violations of probation, post release community supervision, mandatory supervision, and parole violations. CONTRACTOR shall not be required to represent persons in proceedings for modification of conditions of probation without the Superior Court's consent.

5. Provide juvenile dependency caseload reports to the Superior Court on a monthly basis.

Attachment: Agreement_2018-283 Neal Douglas (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

Attachment: Indigent defense Contract Amendment Eugene Action (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

FIRST AMENDMENT TO AGREEMENT WITH EUGENE ACTION FOR LEGAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LEGAL 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 _____, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated June 19, 2018, wherein **Contractor** agreed to provide legal services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement; and

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

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

1. Paragraph 3 is hereby amended to extend the term of the Agreement to June 30, 2022

2. Paragraph 2 is hereby amended to provide that an additional $126,720 will be added to the original amount of $126,720 per year for three years, making the total compensation paid to **Contractor** the not to exceed amount of $506,880.

Except as herein amended, the Agreement dated June 19, 2018 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	Eugene Action Attorney
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Indigent defense Contract Amendment Eugene Action (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2018-283 w/ H. Wayne Gre

MEETING: June 19, 2018

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Legal Services Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve Three-Year Legal Services Agreements for Indigent Defense Legal Services with Neal D. Douglass, Eugene Action, and H. Wayne Green, Respectively, in an Annual Amount of $126,720 Each; and Authorize the Board of Supervisors Chair to Sign the Agreements.

The County is required to provide indigent legal services and has chosen to do so by contract for several years. The County currently has a single contract for indigent legal services performed by the three separate attorneys noted above. That agreement expires on June 30, 2018.

Staff solicited Requests for Proposals (RFP) to provide indigent defense services earlier this year. Three competitive proposals were recieved. After review, staff is recommending the County enter separate legal services agreements with Mr. Douglass, Mr. Action and Mr. Green.

There are several benefits to contracting with each attorney separately, particularly given that these attorneys do not belong to a single firm or have a professional association outside of our agreement. For example, each attorney is now independently accountable and responsible for his performance. Over time, or in the case of an unexpected termination, the County is also better positioned to stagger the agreements to maintain continuity of services.

The recommended agreements include a negotiated annual increase of $6,720 per attorney ($20,160 total) over the previous agreement, recognizing an increase in basic operating expenses (rent, utilities, etc.). Staff intends to engage in a new process for providing feedback to the attorneys and managing performance on a semi-annual basis throughout the duration of the contract term.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board adopted Resolution 15-282 on June 16, 2015, authorizing the previous 3-year combined agreement for Indigent Defense services.

Attachment: Agreement_2018-283 H. Wayne Green (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

Resolution - Action Requested 2018-283

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Legal Services Agreement. Some cases may be significantly delayed. Staff will need direction on how the Board would prefer to move forward.

FINANCIAL IMPACT:
Agreement amount will be included in the Fiscal Year 2018-2019 Requested Budget

ATTACHMENTS:
Legal Services Agreement 2018-2021 Indigent Defense - Action, Eugene (DOC)
Legal Services Agreement 2018-2021 Indigent Defense - Douglass, Neal (DOC)
Legal Services Agreement 2018-2021 Indigent Defense - Green, Wayne (DOC)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Agreement_2018-283 H. Wayne Green (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

RES. NO. 18-283

LEGAL SERVICES AGREEMENT

THIS AGREEMENT shall become effective on July 1, 2018, regardless of the date of execution by the parties, and is executed in Mariposa, California, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and H. Wayne Green, Attorney at Law, hereinafter referred to individually as "CONTRACTOR." CONTRACTOR warrants that he/she operates an independent law office and that he/she is in no way affiliated with other indigent defense attorneys contracted by COUNTY as a partner, employer, or agent.

WHEREAS, the COUNTY Board of Supervisors has determined that it is in the best interest of COUNTY to contract with independent contractors for the special legal services hereinafter set forth; and

WHEREAS, CONTRACTOR is an Attorney at Law, licensed to practice law before all of the courts of the State of California and are otherwise qualified to perform the services hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. CONTRACTOR shall perform all duties normally provided by a public defender as required by law including but not limited to those duties outlined on Exhibit "A" attached hereto.

2. COUNTY shall pay to CONTRACTOR the sum of one hundred twenty six thousand seven hundred and twenty dollars ($126,720) per year, payable monthly in TWELVE (12) payments of ten thousand five hundred and sixty dollars ($10,560) on or before the tenth (10th) day of each month. Each monthly payment shall be in arrears for the services performed during the prior month. The parties agree and represent that the amount of compensation has been established after consideration of the facts set forth in California Penal Code §987.3 and further recognize that circumstances such as those referred to in Paragraphs 4 and 5 may require changes in the total compensation. COUNTY and CONTRACTOR agree to re-negotiate the total sum to be paid to CONTRACTOR hereunder in the event CONTRACTOR is required to make Court appearances for new programs for which no regular Court appearances are required at the time of the execution of this Agreement. By way of example only, if a new program is added to the judicial system, which requires CONTRACTOR to appear in Court on Friday, in addition to the then current appearances on Monday, Tuesday and Thursday, this clause will be invoked. However, should the Court simply move Thursday court to Monday, with no additional days requiring court appearances, this clause shall not be invoked.

   COUNTY will make available to CONTRACTOR the sum of four thousand dollars ($4,000) for each fiscal year during the term of this Agreement to be used for investigative purposes as determined by the Superior Court. No funds will be accessed by CONTRACTOR for investigative expenses without the prior written approval of the Superior Court.

Attachment: Agreement_2018-283 H. Wayne Green (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

3. This Agreement shall be for a term of three (3) years commencing July 1, 2018, terminating on June 30, 2021, unless earlier extended by mutual agreement of the parties. COUNTY shall have the option to extend the term of this Agreement for one (1) one (1) year term. Should COUNTY elect to extend this Agreement, CONTRACTOR shall be notified in writing sixty (60) days prior to the expiration of the initial term, or any extended term. In the event of any extensions hereunder the parties shall mutually agree upon the annual contract price.

4. COUNTY shall receive all funds collected pursuant to Penal Code §§ 987.4, 987.6, and 987.8, Government Code §27712, and any similar statute providing for the reimbursement for the cost of legal services rendered under this Agreement, and no portion of the funds shall inure to CONTRACTOR'S benefit or otherwise affect the amount specified in Paragraph 2.

5. This Agreement shall not apply to cases governed by California Penal Code §987.9, "capital cases," nor shall it apply to costs for investigators in homicide cases where the Superior Court has approved extraordinary expenses.

6. In addition to the sum specified in Paragraph 2 above, CONTRACTOR shall be reimbursed for reasonable out-of-pocket expenses incurred in representing criminal defendants in matters where venue has been changed outside the County of Mariposa.

7. Each CONTRACTOR shall maintain a full-time office within the County of Mariposa and shall insure that all attorneys performing legal services under this Agreement are members of the California State Bar in good standing. CONTRACTOR shall maintain a telephone answering service or device for the taking of telephone messages during non-business hours. In-custody clients shall be interviewed within thirty-six (36) hours of CONTRACTOR'S appointment. Out-of-custody clients shall be interviewed within seventy-two (72) hours of CONTRACTOR'S appointment.

8. The Superior Court shall develop eligibility guidelines for the purpose of determining an individual's financial eligibility for indigent representation. CONTRACTOR shall obtain from each and every person he/she is appointed to represent, a completed questionnaire verifying the person's eligibility for indigent representation services. Failure to perform this requirement shall constitute a material breach of this Agreement.

9. In performing the duties herein specified, CONTRACTOR is and shall be an independent contractor and not an employee of the COUNTY. CONTRACTOR will be responsible to COUNTY for only the good faith performance of this Agreement in conformity with the Rules of Professional Conduct of the State Bar of California and not for the specific manner in which his/her duties are performed or his/her professional judgment exercised. Because each CONTRACTOR is an independent contractor, it shall be his/her sole and absolute responsibility to comply with all federal, state, and local statutes, regulations and ordinances respecting this Agreement.

Attachment: Agreement_2018-283 H. Wayne Green (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

10. The parties recognize that ethics considerations, such as those set forth in the Rules of Professional Conduct, may prohibit CONTRACTOR from accepting some appointments that would otherwise be included within this Agreement. Upon discovery of a conflict of interest or other ethical consideration which precludes further representation, CONTRACTOR shall immediately notify the affected client(s) and move the Superior Court to be relieved as counsel.

11. CONTRACTOR, as an independent contractor, shall be solely responsible for providing all office furniture, equipment, supplies, secretaries, clerks, attorneys, in-house investigators, and other persons necessary to perform this Agreement, including any professional education and expenses, except experts, expert witness fees, court reporter fees, filing fees, transcript fees, and witness fees paid out of the Superior Court's budget. In the event of a conflict in the performance by CONTRACTOR'S investigator, CONTRACTOR shall request additional sums from the Superior Court with which to retain investigative services.

12. CONTRACTOR hereby agrees to individually indemnify and hold COUNTY, its officers and its employees absolutely harmless from any and all liability, cost, or expense whatsoever arising out of, or pertaining to, this Agreement and shall defend at no cost to COUNTY or COUNTY'S officers or employees, any such action brought against COUNTY, its officers or its employees.

13. During the term of this Agreement, CONTRACTOR shall carry professional liability insurance in a minimum amount of $1,000,000, insuring CONTRACTOR against all claims arising out of CONTRACTOR'S services performed hereunder. CONTRACTOR shall provide COUNTY with proof of insurance required herein upon execution of this Agreement by CONTRACTOR and annually thereafter.

14. CONTRACTOR shall notify COUNTY, in writing, within ten (10) working days of receipt by CONTRACTOR of a claim or allegation of ineffective representation by CONTRACTOR arising out of services provided hereunder by CONTRACTOR.

15. Upon the termination of this Agreement, CONTRACTOR shall cooperate fully with COUNTY and with such persons as may be designated by COUNTY to succeed CONTRACTOR in order to effect the orderly transition of legal services from CONTRACTOR to his / her successors. The cooperation specified in this paragraph includes, but is not limited to, the releasing of such files, papers and records as may be required to carry out the provisions of this Agreement and any subsequent agreement with successor contractors and to ensure the continued adequate legal representation of persons eligible for the services herein set forth.

16. CONTRACTOR shall maintain all files and records for each case for which services are provided under this Agreement for at least ten (10) years following the last date CONTRACTOR rendered services pursuant to this Agreement, unless such files are assigned to successor counsel. CONTRACTORS shall have access to his/her files as necessary. Neither the COUNTY nor any other person

Attachment: Agreement_2018-283 H. Wayne Green (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

or entity shall be permitted access to any such files without the written consent of CONTRACTOR or court order. Prior to closing each case, CONTRACTOR shall notify the client of the requirements of this clause.

17. CONTRACTOR shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. In California, the benchmark adopted test for determining competency of counsel in criminal cases is that of a reasonably competent attorney acting as a diligent, conscientious advocate. (*People v. Pope*, 23 Cal.3d 412 [1979]). CONTRACTOR agrees to provide competent legal services in conformity with the above standard, or with standards as modified by more recent legislation or case law. Specifically, the following duties and responsibilities of counsel as set forth in prior court decisions and professional standards will be observed. These include:

A. Duty of careful factual and legal investigation. (See *People v. Ibarra*, 60 Cal.2d 460 [1963] regarding duty to research the law and raise settled objections; *In re Saunders*, 2 Cal.2d 1033 [1970] regarding duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense; and ABA Standards on the Defense Function [hereinafter referred to as "ABA Standards"] Section 4.1.)
B. Duty to take prompt action to protect a client's legal rights. (See ABA Standards, Section 3.6a [including procedural steps such as moving for pretrial release, obtaining psychiatric examination, moving for change of venue or continuance, suppression of illegally obtained evidence, severance from jointly charged defendants, or dismissal].)
C. Duty to keep the client informed. (See ABA Standards, Section 3.8.)
D. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. (See ABA Standards, Section 7.2(a) and 7.2(b).)
E. Duty to know and explore sentencing alternatives. (See ABA Standards, Section 8.1(b).)
F. Duty to advise concerning appeals. (See ABA Standards, Section 8.2(a).)
G. Duty not to accept more cases than can be competently handled. (See *Martin v. State Bar*, 20 Cal.3d 717 [1978].)
H. Duty not to handle a legal matter which the lawyer knows or should know that he/she is not competent to handle. (See ABA Code of Professional Responsibility, Canon 6, Disciplinary Rule No. 6-101 (a).)
I. Duty to maintain client confidences and secrets.

18. The fees of attorneys appointed to represent persons who CONTRACTOR cannot represent because of conflict of interest shall not constitute a charge against sums to which CONTRACTOR is otherwise entitled pursuant to this Agreement. CONTRACTOR shall not decline to represent any eligible person except for a conflict of interest or disqualification recognized by the Superior Court.

19. All matters to which CONTRACTOR has been appointed prior to the termination of this Agreement shall be completed by CONTRACTOR notwithstanding the termination of this Agreement. CONTRACTOR acknowledges that services rendered by CONTRACTOR to complete matters

Attachment: Agreement_2018-283 H. Wayne Green (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

pending at the termination of this Agreement shall not entitle CONRACTOR to any fees beyond the annual payment due CONTRACTOR pursuant to Paragraph 2 above.

20. COUNTY may terminate this Agreement upon a thirty (30) day written notice in the event of a breach by a CONTRACTOR of any of the terms and conditions contained in this Agreement. COUNTY may further terminate this Agreement without cause if the Board of Supervisors determines in any budgetary cycle that it is unable to fund this Agreement in its budget period. This provision is intended to comply with Article XVI, Section 18 of the Constitution of the State of California.

21. COUNTY and CONTRACTOR shall meet at least annually to review CONTRACTOR's performance and any other relevant matters related to this agreement.

22. COUNTY may terminate this Agreement at any time by providing a notice in writing to CONTRACTOR that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by CONTRACTOR. If the Agreement is so terminated, the CONTRACTOR shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

23. In the event any CONTRACTOR ceases to perform services hereunder or is removed by COUNTY, COUNTY shall replace CONTRACTOR with a qualified attorney.

24. Should any clause, paragraph or language in this Agreement be held to be void, unenforceable, or unconstitutional, such clause, paragraph or language shall be stricken from this Agreement and the remainder of this Agreement shall continue in full force and effect the same as if such clause, paragraph or language had never been contained herein.

25. Neither this Agreement nor any of the rights, obligations or duties specified herein shall be assigned, transferred or delegated to any person without prior written consent of COUNTY. CONTRACTOR shall neither assign nor transfer any interest in or to the proceeds of this Agreement. Any assignment, transfer or delegation in violation of this Paragraph shall be void.

26. This Agreement may not be modified or amended except by a written agreement signed by all parties hereto.

27. Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated either in the Superior Court of California, County of Mariposa, or in the United States District Court for the Eastern District of California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

Attachment: Agreement_2018-283 H. Wayne Green (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

28. This Agreement constitutes the entire agreement between CONTRACTORS and COUNTY with respect to the subject matter thereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understanding of any nature whatsoever unless expressly included in this Agreement.

29. Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and address as follows:

COUNTY: County of Mariposa
County Administrative Officer
P.O. Box 784
Mariposa, CA 95338

CONTRACTOR: H. Wayne Green
Attorney at Law
~~4983 8th Street~~ 7580 Bullard Ave., Ste 108
~~Mariposa~~, CA ~~95338~~ 93710
Fresno

Nothing herein shall preclude the giving of any notice by personal service.

30. While some of the duties of CONTRACTORS hereunder would be the duties of a Public Defender in a county served by a Public Defender, all parties hereto understand and agree that CONTRACTOR is not a Public Defender as described in California Government Code §27700, et seq.

Attachment: Agreement_2018-283 H. Wayne Green (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year below written.

COUNTY OF MARIPOSA:

DATE: 6/21/18

ROSEMARIE SMALLCOMBE, Chair
Board of Supervisors

APPROVED AS FORM:

STEVEN W. DAHLEM
County Counsel

CONTRACTOR:

DATE: 6-7-18

H. Wayne Green
Attorney at Law

ATTEST:

RENÉ LAROCHE
Clerk of the Board

Attachment: Agreement_2018-283 H. Wayne Green (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

EXHIBIT 'A'

1. Represent all persons whom the Superior Court has deemed indigent and who are charged with the commission of any felony (except capital cases) or misdemeanor when appointed by a Judge of the Mariposa County Superior Court ("Indigent Persons"). Represent juveniles in all petitions filed under Welfare and Institutions Code Sections 300 and 600.

2. Represent all persons requesting counsel and for whom counsel is appointed under Division 4 (Section 1400 et seq.) of the Probate Code (Guardianships and Conservatorships).

3. Represent all Indigent Persons in pretrial extraordinary writs and appeals to the Superior Court, provided that CONTRACTOR may decline appellate appointments when he/she has represented the client in related trial court proceedings. CONTRACTOR will in all cases assist client in perfecting client's right to appeal.

4. Represent all Indigent Persons before the Superior Court for violations of probation, post release community supervision, mandatory supervision, and parole violations. CONTRACTOR shall not be required to represent persons in proceedings for modification of conditions of probation without the Superior Court's consent.

5. Provide juvenile dependency caseload reports to the Superior Court on a monthly basis.

Attachment: Agreement_2018-283 H. Wayne Green (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

Attachment: Indigent defense Contract Amendment Neal Douglass (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

FIRST AMENDMENT TO AGREEMENT WITH NEAL DOUGLASS FOR LEGAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LEGAL 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 _____, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated June 19, 2018, wherein **Contractor** agreed to provide legal services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement; and

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

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

1. Paragraph 3 is hereby amended to extend the term of the Agreement to June 30, 2022.

2. Paragraph 2 is hereby amended to provide that an additional $126,720 will be added to the original amount of $126,720 per year for three years, making the total compensation paid to **Contractor** the not to exceed amount of $506,880.

Except as herein amended, the Agreement dated June 19, 2018 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	Neal Douglass Attorney
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Indigent defense Contract Amendment Neal Douglass (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2018-283 W/Eugene Action

MEETING: June 19, 2018

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Legal Services Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve Three-Year Legal Services Agreements for Indigent Defense Legal Services with Neal D. Douglass, Eugene Action, and H. Wayne Green, Respectively, in an Annual Amount of $126,720 Each; and Authorize the Board of Supervisors Chair to Sign the Agreements.

The County is required to provide indigent legal services and has chosen to do so by contract for several years. The County currently has a single contract for indigent legal services performed by the three separate attorneys noted above. That agreement expires on June 30, 2018.

Staff solicited Requests for Proposals (RFP) to provide indigent defense services earlier this year. Three competitive proposals were recieved. After review, staff is recommending the County enter separate legal services agreements with Mr. Douglass, Mr. Action and Mr. Green.

There are several benefits to contracting with each attorney separately, particularly given that these attorneys do not belong to a single firm or have a professional association outside of our agreement. For example, each attorney is now independently accountable and responsible for his performance. Over time, or in the case of an unexpected termination, the County is also better positioned to stagger the agreements to maintain continuity of services.

The recommended agreements include a negotiated annual increase of $6,720 per attorney ($20,160 total) over the previous agreement, recognizing an increase in basic operating expenses (rent, utilities, etc.). Staff intends to engage in a new process for providing feedback to the attorneys and managing performance on a semi-annual basis throughout the duration of the contract term.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board adopted Resolution 15-282 on June 16, 2015, authorizing the previous 3-year combined agreement for Indigent Defense services.

Attachment: Agreement_2018-283 Eugene Action (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

Resolution - Action Requested 2018-283

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Legal Services Agreement. Some cases may be significantly delayed. Staff will need direction on how the Board would prefer to move forward.

FINANCIAL IMPACT:
Agreement amount will be included in the Fiscal Year 2018-2019 Requested Budget

ATTACHMENTS:
Legal Services Agreement 2018-2021 Indigent Defense - Action, Eugene (DOC)
Legal Services Agreement 2018-2021 Indigent Defense - Douglass, Neal (DOC)
Legal Services Agreement 2018-2021 Indigent Defense - Green, Wayne (DOC)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Agreement_2018-283 Eugene Action (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

RES. NO. 18-283

LEGAL SERVICES AGREEMENT

THIS AGREEMENT shall become effective on July 1, 2018, regardless of the date of execution by the parties, and is executed in Mariposa, California, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Eugene Action**, Attorney at Law, hereinafter referred to individually as "CONTRACTOR." CONTRACTOR warrants that he/she operates an independent law office and that he/she is in no way affiliated with other indigent defense attorneys contracted by COUNTY as a partner, employer, or agent.

WHEREAS, the COUNTY Board of Supervisors has determined that it is in the best interest of COUNTY to contract with independent contractors for the special legal services hereinafter set forth; and

WHEREAS, CONTRACTOR is an Attorney at Law, licensed to practice law before all of the courts of the State of California and are otherwise qualified to perform the services hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. CONTRACTOR shall perform all duties normally provided by a public defender as required by law including but not limited to those duties outlined on Exhibit "A" attached hereto.

2. COUNTY shall pay to CONTRACTOR the sum of one hundred twenty six thousand seven hundred and twenty dollars ($126,720) per year, payable monthly in TWELVE (12) payments of ten thousand five hundred and sixty dollars ($10,560) on or before the tenth (10th) day of each month. Each monthly payment shall be in arrears for the services performed during the prior month. The parties agree and represent that the amount of compensation has been established after consideration of the facts set forth in California Penal Code §987.3 and further recognize that circumstances such as those referred to in Paragraphs 4 and 5 may require changes in the total compensation. COUNTY and CONTRACTOR agree to re-negotiate the total sum to be paid to CONTRACTOR hereunder in the event CONTRACTOR is required to make Court appearances for new programs for which no regular Court appearances are required at the time of the execution of this Agreement. By way of example only, if a new program is added to the judicial system, which requires CONTRACTOR to appear in Court on Friday, in addition to the then current appearances on Monday, Tuesday and Thursday, this clause will be invoked. However, should the Court simply move Thursday court to Monday, with no additional days requiring court appearances, this clause shall not be invoked.

   COUNTY will make available to CONTRACTOR the sum of four thousand dollars ($4,000) for each fiscal year during the term of this Agreement to be used for investigative purposes as determined by the Superior Court. No funds will be accessed by CONTRACTOR for investigative expenses without the prior written approval of the Superior Court.

Attachment: Agreement_2018-283 Eugene Action (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

3. This Agreement shall be for a term of three (3) years commencing July 1, 2018, terminating on June 30, 2021, unless earlier extended by mutual agreement of the parties. COUNTY shall have the option to extend the term of this Agreement for one (1) one (1) year term. Should COUNTY elect to extend this Agreement, CONTRACTOR shall be notified in writing sixty (60) days prior to the expiration of the initial term, or any extended term. In the event of any extensions hereunder the parties shall mutually agree upon the annual contract price.

4. COUNTY shall receive all funds collected pursuant to Penal Code §§ 987.4, 987.6, and 987.8, Government Code §27712, and any similar statute providing for the reimbursement for the cost of legal services rendered under this Agreement, and no portion of the funds shall inure to CONTRACTOR'S benefit or otherwise affect the amount specified in Paragraph 2.

5. This Agreement shall not apply to cases governed by California Penal Code §987.9, "capital cases," nor shall it apply to costs for investigators in homicide cases where the Superior Court has approved extraordinary expenses.

6. In addition to the sum specified in Paragraph 2 above, CONTRACTOR shall be reimbursed for reasonable out-of-pocket expenses incurred in representing criminal defendants in matters where venue has been changed outside the County of Mariposa.

7. Each CONTRACTOR shall maintain a full-time office within the County of Mariposa and shall insure that all attorneys performing legal services under this Agreement are members of the California State Bar in good standing. CONTRACTOR shall maintain a telephone answering service or device for the taking of telephone messages during non-business hours. In-custody clients shall be interviewed within thirty-six (36) hours of CONTRACTOR'S appointment. Out-of-custody clients shall be interviewed within seventy-two (72) hours of CONTRACTOR'S appointment.

8. The Superior Court shall develop eligibility guidelines for the purpose of determining an individual's financial eligibility for indigent representation. CONTRACTOR shall obtain from each and every person he/she is appointed to represent, a completed questionnaire verifying the person's eligibility for indigent representation services. Failure to perform this requirement shall constitute a material breach of this Agreement.

9. In performing the duties herein specified, CONTRACTOR is and shall be an independent contractor and not an employee of the COUNTY. CONTRACTOR will be responsible to COUNTY for only the good faith performance of this Agreement in conformity with the Rules of Professional Conduct of the State Bar of California and not for the specific manner in which his/her duties are performed or his/her professional judgment exercised. Because each CONTRACTOR is an independent contractor, it shall be his/her sole and absolute responsibility to comply with all federal, state, and local statutes, regulations and ordinances respecting this Agreement.

Attachment: Agreement_2018-283 Eugene Action (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

10. The parties recognize that ethics considerations, such as those set forth in the Rules of Professional Conduct, may prohibit CONTRACTOR from accepting some appointments that would otherwise be included within this Agreement. Upon discovery of a conflict of interest or other ethical consideration which precludes further representation, CONTRACTOR shall immediately notify the affected client(s) and move the Superior Court to be relieved as counsel.

11. CONTRACTOR, as an independent contractor, shall be solely responsible for providing all office furniture, equipment, supplies, secretaries, clerks, attorneys, in-house investigators, and other persons necessary to perform this Agreement, including any professional education and expenses, except experts, expert witness fees, court reporter fees, filing fees, transcript fees, and witness fees paid out of the Superior Court's budget. In the event of a conflict in the performance by CONTRACTOR'S investigator, CONTRACTOR shall request additional sums from the Superior Court with which to retain investigative services.

12. CONTRACTOR hereby agrees to individually indemnify and hold COUNTY, its officers and its employees absolutely harmless from any and all liability, cost, or expense whatsoever arising out of, or pertaining to, this Agreement and shall defend at no cost to COUNTY or COUNTY'S officers or employees, any such action brought against COUNTY, its officers or its employees.

13. During the term of this Agreement, CONTRACTOR shall carry professional liability insurance in a minimum amount of $1,000,000, insuring CONTRACTOR against all claims arising out of CONTRACTOR'S services performed hereunder. CONTRACTOR shall provide COUNTY with proof of insurance required herein upon execution of this Agreement by CONTRACTOR and annually thereafter.

14. CONTRACTOR shall notify COUNTY, in writing, within ten (10) working days of receipt by CONTRACTOR of a claim or allegation of ineffective representation by CONTRACTOR arising out of services provided hereunder by CONTRACTOR.

15. Upon the termination of this Agreement, CONTRACTOR shall cooperate fully with COUNTY and with such persons as may be designated by COUNTY to succeed CONTRACTOR in order to effect the orderly transition of legal services from CONTRACTOR to his / her successors. The cooperation specified in this paragraph includes, but is not limited to, the releasing of such files, papers and records as may be required to carry out the provisions of this Agreement and any subsequent agreement with successor contractors and to ensure the continued adequate legal representation of persons eligible for the services herein set forth.

16. CONTRACTOR shall maintain all files and records for each case for which services are provided under this Agreement for at least ten (10) years following the last date CONTRACTOR rendered services pursuant to this Agreement, unless such files are assigned to successor counsel. CONTRACTORS shall have access to his/her files as necessary. Neither the COUNTY nor any other person or entity shall be permitted access to any such files without the written consent

Attachment: Agreement_2018-283 Eugene Action (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

of CONTRACTOR or court order. Prior to closing each case, CONTRACTOR shall notify the client of the requirements of this clause.

17. CONTRACTOR shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. In California, the benchmark adopted test for determining competency of counsel in criminal cases is that of a reasonably competent attorney acting as a diligent, conscientious advocate. (*People v. Pope*, 23 Cal.3d 412 [1979]). CONTRACTOR agrees to provide competent legal services in conformity with the above standard, or with standards as modified by more recent legislation or case law. Specifically, the following duties and responsibilities of counsel as set forth in prior court decisions and professional standards will be observed. These include:

A. Duty of careful factual and legal investigation. (See *People v. Ibarra*, 60 Cal.2d 460 [1963] regarding duty to research the law and raise settled objections; *In re Saunders*, 2 Cal.2d 1033 [1970] regarding duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense; and ABA Standards on the Defense Function [hereinafter referred to as "ABA Standards"] Section 4.1.)
B. Duty to take prompt action to protect a client's legal rights. (See ABA Standards, Section 3.6a [including procedural steps such as moving for pretrial release, obtaining psychiatric examination, moving for change of venue or continuance, suppression of illegally obtained evidence, severance from jointly charged defendants, or dismissal].)
C. Duty to keep the client informed. (See ABA Standards, Section 3.8.)
D. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. (See ABA Standards, Section 7.2(a) and 7.2(b).)
E. Duty to know and explore sentencing alternatives. (See ABA Standards, Section 8.1(b).)
F. Duty to advise concerning appeals. (See ABA Standards, Section 8.2(a).)
G. Duty not to accept more cases than can be competently handled. (See *Martin v. State Bar*, 20 Cal.3d 717 [1978].)
H. Duty not to handle a legal matter which the lawyer knows or should know that he/she is not competent to handle. (See ABA Code of Professional Responsibility, Canon 6, Disciplinary Rule No. 6-101 (a).)
I. Duty to maintain client confidences and secrets.

18. The fees of attorneys appointed to represent persons who CONTRACTOR cannot represent because of conflict of interest shall not constitute a charge against sums to which CONTRACTOR is otherwise entitled pursuant to this Agreement. CONTRACTOR shall not decline to represent any eligible person except for a conflict of interest or disqualification recognized by the Superior Court.

19. All matters to which CONTRACTOR has been appointed prior to the termination of this Agreement shall be completed by CONTRACTOR notwithstanding the termination of this Agreement. CONTRACTOR acknowledges that services rendered by CONTRACTOR to complete matters pending at the termination of this Agreement shall not entitle CONRACTOR to

Attachment: Agreement_2018-283 Eugene Action (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

any fees beyond the annual payment due CONTRACTOR pursuant to Paragraph 2 above.

20. COUNTY may terminate this Agreement upon a thirty (30) day written notice in the event of a breach by a CONTRACTOR of any of the terms and conditions contained in this Agreement. COUNTY may further terminate this Agreement without cause if the Board of Supervisors determines in any budgetary cycle that it is unable to fund this Agreement in its budget period. This provision is intended to comply with Article XVI, Section 18 of the Constitution of the State of California.

21. COUNTY and CONTRACTOR shall meet at least annually to review CONTRACTOR's performance and any other relevant matters related to this agreement.

22. COUNTY may terminate this Agreement at any time by providing a notice in writing to CONTRACTOR that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by CONTRACTOR. If the Agreement is so terminated, the CONTRACTOR shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

23. In the event any CONTRACTOR ceases to perform services hereunder or is removed by COUNTY, COUNTY shall replace CONTRACTOR with a qualified attorney.

24. Should any clause, paragraph or language in this Agreement be held to be void, unenforceable, or unconstitutional, such clause, paragraph or language shall be stricken from this Agreement and the remainder of this Agreement shall continue in full force and effect the same as if such clause, paragraph or language had never been contained herein.

25. Neither this Agreement nor any of the rights, obligations or duties specified herein shall be assigned, transferred or delegated to any person without prior written consent of COUNTY. CONTRACTOR shall neither assign nor transfer any interest in or to the proceeds of this Agreement. Any assignment, transfer or delegation in violation of this Paragraph shall be void.

26. This Agreement may not be modified or amended except by a written agreement signed by all parties hereto.

27. Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated either in the Superior Court of California, County of Mariposa, or in the United States District Court for the Eastern District of California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

Attachment: Agreement_2018-283 Eugene Action (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

28. This Agreement constitutes the entire agreement between CONTRACTORS and COUNTY with respect to the subject matter thereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understanding of any nature whatsoever unless expressly included in this Agreement.

29. Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and address as follows:

COUNTY: County of Mariposa
County Administrative Officer
P.O. Box 784
Mariposa, CA 95338

CONTRACTOR: Eugene Action
Attorney at Law
4983 8th Street
Mariposa, CA 95338

mailing address
P.O. Box 696
Ahwahnee, CA
93601

Nothing herein shall preclude the giving of any notice by personal service.

30. While some of the duties of CONTRACTORS hereunder would be the duties of a Public Defender in a county served by a Public Defender, all parties hereto understand and agree that CONTRACTOR is not a Public Defender as described in California Government Code §27700, et seq.

Attachment: Agreement_2018-283 Eugene Action (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year below written.

COUNTY OF MARIPOSA:

DATE: 6/21/18

ROSEMARIE SMALLCOMBE, Chair
Board of Supervisors

APPROVED AS FORM:

STEVEN W. DAHLEM
County Counsel

CONTRACTOR:

DATE: 5/21/18

Eugene Action
Attorney at Law

ATTEST:

RENÉ LAROCHE
Clerk of the Board

Attachment: Agreement_2018-283 Eugene Action (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

EXHIBIT 'A'

1. Represent all persons whom the Superior Court has deemed indigent and who are charged with the commission of any felony (except capital cases) or misdemeanor when appointed by a Judge of the Mariposa County Superior Court ("Indigent Persons"). Represent juveniles in all petitions filed under Welfare and Institutions Code Sections 300 and 600.

2. Represent all persons requesting counsel and for whom counsel is appointed under Division 4 (Section 1400 et seq.) of the Probate Code (Guardianships and Conservatorships).

3. Represent all Indigent Persons in pretrial extraordinary writs and appeals to the Superior Court, provided that CONTRACTOR may decline appellate appointments when he/she has represented the client in related trial court proceedings. CONTRACTOR will in all cases assist client in perfecting client's right to appeal.

4. Represent all Indigent Persons before the Superior Court for violations of probation, post release community supervision, mandatory supervision, and parole violations. CONTRACTOR shall not be required to represent persons in proceedings for modification of conditions of probation without the Superior Court's consent.

5. Provide juvenile dependency caseload reports to the Superior Court on a monthly basis.

Attachment: Agreement_2018-283 Eugene Action (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

Attachment: Indigent defense Contract Amendment Wayne Green (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

FIRST AMENDMENT TO AGREEMENT WITH WAYNE GREEN FOR LEGAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LEGAL 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 _____, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated June 19, 2018, wherein **Contractor** agreed to provide legal services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement; and

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

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

1. Paragraph 3 is hereby amended to extend the term of the Agreement to June 30, 2022.

2. Paragraph 2 is hereby amended to provide that an additional $126,160 will be added to the original amount of $126,720 per year for three years, making the total compensation paid to **Contractor** the not to exceed amount of $506,880.

Except as herein amended, the Agreement dated June 19, 2018 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	Wayne Green Attorney
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Indigent defense Contract Amendment Wayne Green (RES-2021-324 : Contract Amendments for Indigent Defense Legal Services)

MARIPOSA COUNTY

Agricultural Commissioner · 966-3222

RESOLUTION - ACTION REQUESTED 2021-325

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Amend 2021/2022 Noxious Weed Program 20-1011-000-SA

RECOMMENDATION AND JUSTIFICATION:
Approve an Amendment to the 2021 Noxious Weed Program Agreement No. 20-1011-000-SA with the California Department of Food and Agriculture (CDFA) for FY 21/22 and 22/23 by Extending the Term to June 30, 2023 and Increase the Amount by $31,999.91 for a New Amount Not to Exceed $63,999.82; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This Noxious Weed Program continues work on the control and abatement of yellow starthistle and tocalote in the Merced River Canyon. Protect the forest and rangeland from spread of yellow star thistle, tocalote, and Klamath weed by working with Public Works on specified right of ways. This agreement also continues the cost-share program for the yellow star thistle program.

The original agreement was approved on February 9, 2021, resolution 2021-63. The original agreement was for January 15,2021 through June 30, 2022 in the amount $31,999.91 This amendment extends the contract through June 30, 2023 and would add $31,999.91 for a new total of total of $63,999.82.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The original CDFA Noxious Weed agreement for FY 2021/2022 was approved by resolution 2021-63.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this agreement, the project would not be implemented.

FINANCIAL IMPACT:
Revenue and expenditures will increase the 2022/2023 Agricultural Commissioners budget.

ATTACHMENTS:
Weed Contract Amendment 2021-2022 (PDF)
Weed Contract 2021-2022 (PDF)

REF ID# 11829

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

D.5.a

AMENDED COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER **20-1011-000-SA**
AMENDMENT NUMBER **1**

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF MARIPOSA

2. The term of this Agreement is: January 15, 2021 through June 30, 2023

3. The maximum amount of this Agreement is: $63,999.82

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:

Paragraph two (2) of the Agreement is hereby amended to extend the expiration date from June 30, 2022 to a new expira date of June 30, 2023.

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by $31,999.91 for a new total not to exceed $63,999.82. A revised Budget for the increased amount is attached (1 Page), which replaces the Budget in the original Agreement, and is hereby incorporated into the Agreement effective January 15, 2021.

A revised Reporting/Invoicing Schedule is attached (1 Page), which replaces the original schedule, and is hereby incorporated into the Agreement effective January 15, 2021.

Sections of the Cooperative Agreement, Exhibit B, Terms and Conditions are hereby amended by removing clause #9 "Property Damage" effective January 15, 2021.

Removing:
~~**9. Property Damage**~~
~~Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.~~

The time extension and increase in funds is required because new funding became available to assist the counties on the projects allowing them additional time to continue control efforts and follow-up on monitoring.

All other terms and conditions of this Agreement shall remain the same.

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

RECIPIENT

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

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
Post Office Box 95, Mariposa, CA 95338-0905

STATE OF CALIFORNIA

AGENCY NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

Attachment: Weed Contract Amendment 2021-2022 (RES-2021-325 : Amend 2021/2022 Noxious Weed Program 20-1011-000-SA)

I. Revised Reporting/Invoicing Schedule

Grant recipients will be required to submit a mid-year report to CDFA documenting a visual representation of the project's progress on September 1, 2021.

Important dates:

First Progress Report	September 1, 2021
Second Progress Report	September 1, 2022
Final Date to Expend March 31, 2023 funding portion identified on budget	March 31, 2023
Final Invoice for March 31, 2023 funding portion identified on budget	April 30, 2023
Final Date to Complete Field Work and expend remaining funds per budget	June 30, 2023
Final Report	July 31, 2023
Final Invoice Due	August 15, 2023

Final project reports are required 30 days after project completion, no later than July 31, 2023. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

Attachment: Weed Contract Amendment 2021-2022 (RES-2021-325 : Amend 2021/2022 Noxious Weed Program 20-1011-000-SA)

Noxious Weed Grant Program Budget		
Mariposa County		
January 15, 2021 - June 30, 2023		
	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Title: Agricultural Commissioner	$3,231.00	$1,615.50
Title: Sr. Agricultural & Standards Inspector	$3,901.68	$1,950.84
Title: Agricultural & Standards Inspector	$5,618.88	$2,809.44
Title:	$0.00	$0.00
Title:	$0.00	$0.00
Title:	$0.00	$0.00
Title:	$0.00	$0.00
Title:	$0.00	$0.00
Subtotal Personnel	$12,751.56	$6,375.78
Operating Expenses		
Supplies: (must be itemized)		
	$0.00	$0.00
	$0.00	$0.00
Equipment: (must be itemized)		
	$0.00	$0.00
	$0.00	$0.00
Herbicides: (must be itemized)		
Type: Amount: Cost:	$0.00	$0.00
Type: Amount: Cost:	$0.00	$0.00
Type: Amount: Cost:	$0.00	$0.00
Contractor/ Consultant		
Contract Services PCB $125 Acre	$45,750.00	$21,625.00
	$0.00	$0.00
Mileage for Weed Control $0.575 x (4,018.035 Miles)	$2,310.37	$0.00
Subtotal Operation	$48,060.37	$21,625.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. $32,000 CDFA Funding award total has max of $3,200 for all combined)		
Meetings	$0.00	$0.00
Travel	$0.00	$0.00
Administration	$0.00	$0.00
Coordination	$0.00	$0.00
Mileage for Meetings, Training, Coordination $0.575 x (Miles)	$0.00	$0.00
Subtotal	$60,811.93	$28,000.78
Indirect* (Max 25% of Personnel Costs)	$3,187.89	$1,593.95
Total	$63,999.82	$29,594.73
Amount must be fully expended by March 31, 2023 or sooner	**$31,999.91**	
Amount must be expended by June 30, 2023 or sooner	**$31,999.91**	
Grant Total CDFA Funding	**$63,999.82**	
Grant Total Cost Share	**$29,594.73**	

Attachment: Weed Contract Amendment 2021-2022 (RES-2021-325 : Amend 2021/2022 Noxious Weed Program 20-1011-000-SA)

MARIPOSA COUNTY

Agricultural Commissioner · 209-985-7144

RESOLUTION - ACTION REQUESTED 2021-63

MEETING: February 9, 2021

TO: The Board of Supervisors

FROM: Donald Cripe,

RE: FY 2021/2022 Noxious Weed Program 20-1011-000-SA

RECOMMENDATION AND JUSTIFICATION:
Approve the Noxious Weed Program Agreement No. 20-1011-000-SA with the California Department of Food and Agriculture (CDFA) for the 2021/2022 fiscal year; and authorize the Board of Supervisors Chair to sign the Agreement.

This Noxious Weed Program continues work on the control and abatement of yellow starthistle and tocalote in the Merced River Canyon. Protect the forest and rangeland from spread of yellow star thistle, tocalote, and Klamath weed by working with Public Works on specified right of ways. This agreement also continues the cost-share program for the yellow star thistle program.

This agreement #20-1011-000-SA for the implementation of the noxious weed control and abatement projects with CDFA and runs from 01/15/2021 through 06/30/2022 in the amount of $31,999.91.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The previous CDFA Noxious Weed agreement for FY 2020/2021 was approved by resolution 2020-343.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this agreement, the project would not be implemented.

FINANCIAL IMPACT:
Revenue and expenditures were not included in the FY 021/2022 Agricultural Commissioner budget. This is a contract total of $31,999.91 for FY 2021/2022.

ATTACHMENTS:
21 22 Noxious Weed Contract (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Attachment: Weed Contract 2021-2022 (RES-2021-325 : Amend 2021/2022 Noxious Weed Program 20-1011-000-SA)

RES. NO. 21-69

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.11/2020)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
20-1011-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF MARIPOSA

2. The Agreement Term is: January 15, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: $31,999.91

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	1 Page
Exhibit B: General Terms and Conditions	4 Page(s)
Exhibit C: Payment and Budget Provisions	1 Page
Attachments: Scope of Work and Budget	

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

RECIPIENT

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

BY *(Authorized Signature)*
✍ Marshall Long

DATE SIGNED *(Do not type)*
2-9-21

PRINTED NAME AND TITLE OF PERSON SIGNING
Marshall Long, Chair

ADDRESS
Post Office Box 95, Mariposa, CA 95338-0905

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*
✍ Monica Aguirre for

DATE SIGNED *(Do not type)*
2/26/21

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

APPROVED AS TO FORM:
STEVEN W. DAHLE
COUNTY COUNSEL

RECEIVED FEB 22 2021

Attachment: Weed Contract 2021-2022 (RES-2021-325 : Amend 2021/2022 Noxious Weed Program 20-1011-000-SA)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

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

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

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

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

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

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

8. **Mutual Liability**
   Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

9. **Property Damage**
   Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.

10. **Unenforceable Provision**
    In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

11. **Contractors/Consultants**
    The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

Attachment: Weed Contract 2021-2022 (RES-2021-325 : Amend 2021/2022 Noxious Weed Program 20-1011-000-SA)

12. **Non-Discrimination Clause**
During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

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

13. **Excise Tax**
The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

14. **Disputes**
The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

15. **Right to Terminate**
This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

16. **Termination for Cause**
Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

17. **Force Majeure**
The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

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

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

Attachment: Weed Contract 2021-2022 (RES-2021-325 : Amend 2021/2022 Noxious Weed Program 20-1011-000-SA)

19. Breach Provisions

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

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

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

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

20. Publicity and Acknowledgement

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

21. News Releases/Public Conferences

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

22. Scope of Work and Budget Changes

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

23. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

24. Equipment

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

25. Closeout

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

Attachment: Weed Contract 2021-2022 (RES-2021-325 : Amend 2021/2022 Noxious Weed Program 20-1011-000-SA)

26. Confidential and Public Records

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

27. Amendments

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

Attachment: Weed Contract 2021-2022 (RES-2021-325 : Amend 2021/2022 Noxious Weed Program 20-1011-000-SA)

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

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

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

   C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

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

2. **Allowable Expenses and Fiscal Documentation**
   A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

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

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

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

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

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

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

Attachment: Weed Contract 2021-2022 (RES-2021-325 : Amend 2021/2022 Noxious Weed Program 20-1011-000-SA)

Project Application

Mariposa County Department of Agriculture
5009 Fairgrounds Road, PO BOX 905
Mariposa, CA9 5338
(209) 966-2075
Grant Manager: Monica Nielsen; mnielsen@mariposacounty.org

I. Project Overview (FAC 7272.5)

Project Goals and Objectives (check all that apply):

X Increase the profitability and value of crop land and rangeland
X Decrease the costs of roadside, park, and waterway maintenance
X Reduce the fire hazard and fire control costs in the state
X Protect the biodiversity of native ecosystems
X Maintain the recreational and aesthetic value of open space, recreational, and public areas
___ Increase water supply and flow

Project Activities (check all that apply):

X Operation of programs by the county agricultural commissioner for control of noxious weeds along county roads and other local government owned property
___ Matching funds for control of noxious weeds on city owned streets, parks, rights-of-way, and other public areas
X Disseminating biological control agents by the county agricultural commissioner for the long-term control of yellow starthistle or other noxious weeds
___ Abatement of noxious weed infestations on land vital to the success of the program

II. Project Plan

Weed Species to be Controlled: *Centaurea melitensis* (tocalote)(C-Rated); *Centaurea solstitialis* (yellow starthistle)(C-Rated); *Hypericum perforatum* (Klamath weed)(C-Rated)

Methodology: Early detection surveys will be conducted county wide by Mariposa County Agricultural Commissioner (Mariposa CAC) staff. All data will be entered in CalFlora or GPS. GPS points will be collected to assist with future documentations of the populations, locations, and treatment areas. All applicable laws and regulations will be enforced to ensure compliance CEQA. The products which may be used in applications can include: Garlon 4, Milestone, Transline, Accord or other products labeled for the appropriate weed species targeted.

Project 1) Working the leading edge to the Sierra and Stanislaus National Forests with the project tasks will include surveying, treatment, and integrated weed management methods for the following noxious weeds; *Centaurea melitensis* (tocalote); *Centaurea solstitialis* (yellow starthistle); *Hypericum perforatum* (Klamath weed) within the tree mortality and areas that were affected by the Detwieler Fire 2017, Railroad Fire 2017, Furguson Fire 2018, and Moc Fire 2020 . The surveys will begin with the right of ways, county-maintained areas or cost share program (50/50 ratio) with local property owners within the above affected areas. With special attention to those areas that have been used for staging areas for logging activity, PG&E, and firefighting equipment in the areas of Greeley Hill, Midpines, Jerseydale, Ponderosa Basin, and Fish Camp. Several species of noxious weeds were spread by fire

Attachment: Weed Contract 2021-2022 (RES-2021-325 : Amend 2021/2022 Noxious Weed Program 20-1011-000-SA)

control crews moving throughout the locations and environmental conditions created by the fire.

Mariposa CAC contacts landowners that have participated in the project in the prior years. Mariposa CAC staff will conduct surveys and mapping to verify populations of weed species to be controlled. The project would continue a cooperative cost share program with 25-30 private landowners.

Project 2) Continuing the Merced River Canyon abatement and cost share project for *Centaurea melitensis* (tocalote); *Centaurea solstitialis* (yellow starthistle) contact 19-1019-000-SG; this project is a cooperative cost share program (50/50 ratio) with local property owners. Mariposa CAC contact landowners that have participated in the project in the prior years. Mariposa CAC staff will conduct surveys and mapping to verify populations of weed species to be controlled. The project would continue a cooperative cost share program with 15-16 private landowners. Removal methods are established based on the growth stage and levels of infestation. There is approximately 23 acres projected to be participating in the cost-share program for 2021-2022. Work with the Yosemite National Park Service with surveying and application on the steep elevations of the Merced River Canyon.

Project 3) Is to control the following invasive weeds *Centaurea melitensis* (tocalote); *Centaurea solstitialis* (yellow starthistle); *Hypericum perforatum* (Klamath weed) from encroaching into Mariposa's rangeland. Mariposa CAC staff will conduct surveys and mapping to verify populations of weed species to be controlled. Once targeted populations are determined, staff will use the best management practices in efforts to determine the appropriate eradication methods for the weed species. Working with Mariposa County Public Works, Road Division the best integrated pest management practices could involve: hand pulling, weed whacking, mechanical removal or chemical removal. All areas will be monitored for endangered/ threatened species and all efforts will be made to protect them and their environment. All data collected will be entered into Calflora website/Collector and GPS.

Weed Removal/Control Techniques(s): Removal techniques will be based on the weed species to be controlled, terrain, levels of infestation or any sensitive sites. Methods to be considered will be:hand pulling, mechanical removal or chemical control. Herbicides will be applied by the contract pest control operator by ATV, and backpack sprayer (predominately spot sprays), depending on the size and location of the infestation. All applications will be performed by a licensed Pest Control Business, California Reforestation. California Reforestation possess a Restricted Materials Permit (#5530967) issued by the Mariposa CAC staff. CEQA requirements are met through the categorical exemptions 15307, Actions by Regulatory Agencies for Protection of Natural Resources, 15308 Actions by Regulatory Agencies for Protection of the Environment, and 15333, Small Habitat Restoration Projects. The products which may be used in applications can include: Garlon 4, Milestone, Transline, Accord or other products labeled for the appropriate weed species targeted.

III. Reporting

At mid-year progress a report will be submitted to indicate initial acreage/ miles to be treated, species of noxious weeds, and levels of infestations. Final analysis goals are to determine the species of noxious weed populations, best management practices to control weed species, effectiveness of eradications methods in practice. Detailed reports will be compiled documenting specific locations, species identified, environmental impact or concerns, removal method/s implemented, and amount of product used if applicable. Maps will be created to

Attachment: Weed Contract 2021-2022 (RES-2021-325 : Amend 2021/2022 Noxious Weed Program 20-1011-000-SA)

determine the spread or regression in areas of concern. Data will be evaluated to help increase the effectiveness in the eradication process in Mariposa County.

Attachment: Weed Contract 2021-2022 (RES-2021-325 : Amend 2021/2022 Noxious Weed Program 20-1011-000-SA)

Budget		
Mariposa County		
January 15, 2021 - June 30, 2022		
	CDFA Funding	**Cost Share**
Personnel Services - Weed Control		
Title: Agricultural Commissioner	$1,615.50	$1,615.50
Title: Sr. Agricultural & Standards Inspector	$1,950.84	$1,950.84
Title: Agricultural & Standards Inspector	$2,809.44	$2,809.44
Title:	$0.00	$0.00
Title:	$0.00	$0.00
Title:	$0.00	$0.00
Title:	$0.00	$0.00
Title:	$0.00	$0.00
Subtotal	$6,375.78	$6,375.78
Operating Expenses		
Supplies: (must be itemized)		
	$0.00	$0.00
	$0.00	$0.00
Equipment: (must be itemized)		
	$0.00	$0.00
	$0.00	$0.00
Herbicides: (must be itemized)		
Type: Amount: Cost:	$0.00	$0.00
Type: Amount: Cost:	$0.00	$0.00
Type: Amount: Cost:	$0.00	$0.00
Contractor/ Consultant		
Contract Services PCB $125 Acre	$22,875.00	$21,625.00
	$0.00	$0.00
Mileage for Weed Control $0.575 x (2,009.01 Miles)	$1,155.18	$0.00
Subtotal	$24,030.18	$21,625.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. $32,000 CDFA Funding award total has max of $3,200 for all combined)		
Meetings	$0.00	$0.00
Travel	$0.00	$0.00
Administration	$0.00	$0.00
Coordination	$0.00	$0.00
Mileage for Meetings, Training, Coordination $0.575 x	$0.00	$0.00
Subtotal	$30,405.96	$28,000.78
Indirect* (Max 25% of	$1,593.95	$1,593.95
Total	$31,999.91	$29,594.73

Grant Total CDFA Funding	**$31,999.91**
Grant Total Cost Share	**$29,594.73**

Attachment: Weed Contract 2021-2022 (RES-2021-325 : Amend 2021/2022 Noxious Weed Program 20-1011-000-SA)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2021-337

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Mae Berdella Haste 100Th Birthday

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution of Recognition and Congratulations to Mae Berdella Haste for Celebrating Her 100Th Birthday on June 11Th, 2021 (Supervisor Forsythe).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved similar Resolutions of Recognition in the past

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Miss the opportunity to recognize a local resident on her 100th Birthday.

ATTACHMENTS:
Mae Haste 100th Birthday - Resolution (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 11806

MARIPOSA COUNTY RESOLUTION NUMBER 2021-

A RESOLUTION CELEBRATING MAE BERDELLA HASTE ON HER 100TH BIRTHDAY

WHEREAS MAE BERDELLA HASTE, was born June 11th, 1921 in Chaffee North Dakota to Gordon and Florence Dagg; and

WHEREAS MAE moved from North Dakota to California at the age of sixteen where she attended the Long Beach Secretarial Business College; and

WHEREAS MAE, during World War II, worked at the Long Beach Naval Yard where she met James Haste whom she married on June 22nd, 1945; and

WHEREAS MAE is the proud mother of Terry, Susan and James and has shared the joy of four grandchildren and seven great-grandchildren; and

WHEREAS MAE, during the 1960's, owned a bowling alley where individuals would flock from near and far to enjoy one of her famous hamburgers alongside a cold beer with the occasional side of bowling; and

WHEREAS MAE retired from Great Western Bank in 1983 after 13 years of service where she then moved to Lake Havasu to pursue her passion for golf; and

WHEREAS MAE, after 26 years, left her Lake Havasu home in 2010 and relocated to Mariposa County to be closer to her children; and

WHEREAS MAE enjoys knitting, painting, and gambling, as well as playing any kind of board or card game with her family; and

WHEREAS MAE is known for her love of a good party as well as her contagious personality which lights up any room that she walks into.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County celebrates **MAE BERDELLA HASTE** on her 100th Birthday.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 8th day of June, 2021, by unanimous vote.

_____
ROSEMARIE SMALLCOMBE, District I Supervisor

_____
WAYNE FORSYTHE, District IV Supervisor

_____
TOM SWEENEY, District II Supervisor

_____
MILES MENETREY, District V Supervisor

_____
MARSHALL LONG, District III Supervisor

Attachment: Mae Haste 100th Birthday - Resolution (RES-2021-337 : Mae Berdella Haste 100Th Birthday)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-326

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Mountain Mental Health Agreement with County of Mariposa

RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Mountain Mental Health to provide counseling services for mental health clients in an amount not to exceed $150,000; and authorize the Board of Supervisors Chair to sign the agreement.

Mountain Mental Health is a Medi-Cal certified provider and may provide counseling services to clients that have Medicare, Medi-Cal, and/or private insurance.

Medi-Cal clients referred to this contractor may be seen as long as necessary for the purpose of stabilization. Clients seen over a period of time must continue to meet medical necessity as evidenced by a yearly treatment plan update. All records for these referred clients must be kept in the Mariposa County Behavioral Health Electronic Health Record (EHR) system. Case documentation that meets professional standards must be kept in the county EHR system, including acceptable updated assessments, treatment plans and progress notes. Documentation will be monitored by the Behavioral Health Utilization Review Committee. All independent contractors will work under the guidelines established by the Mental Health Services Contract currently in effect between Health and Human Services Agency and the State Department of Health Care Services (DHCS) as outlined in Exhibit A of the contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the most recent agreement on July 7, 2020 through Resolution No. 2020-374.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the contract is not approved, we may have longer wait times for clients to be served.

FINANCIAL IMPACT:
This contract will continue to be paid within the Mental Health budget unit. Contract costs are offset by Medi-Cal revenue claimed for services performed. This contract is cost neutral to the County and there is no impact to the County General Fund.

ATTACHMENTS:
MMH - Agreement 2022v2 - May 17 2021 (PDF)

REF ID# 11830

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

AGREEMENT FOR COUNSELING 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 Mountain Mental Health ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform counseling services as described in Exhibit A, "Scope of Work," Exhibit B, "Documentation and Scope of Practice," and Exhibit C, "Deficit Reduction Act-Obligations of County" which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $150,000. Contractor's rates are listed in Exhibit D, "Payment Terms and Conditions." 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: MMH - Agreement 2022v2 - May 17 2021 (RES-2021-326 : Mountain Mental Health Agreement with County of Mariposa)

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Mountain Mental Health
5320 Hwy 49 S.
Mariposa, CA 95338

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

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

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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.

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 D.

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 D.

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

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17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

Attachment: MMH - Agreement 2022v2 - May 17 2021 (RES-2021-326 : Mountain Mental Health Agreement with County of Mariposa)

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	(Signature)
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

I. Contact Person & Information:

Mountain Mental Health
Carol Windsor
5320 Hwy 49 S.
Mariposa, CA 95338
559-267-3552

II. Program Description:

A. Contractors may provide "covered" services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:

1. Initial and annual updated assessments;
2. Individual Therapy;
3. Group Therapy;
4. Family Therapy;
5. Plan Development;
6. Case Management;
7. Crisis Intervention;
8. Rehabilitation Services;
9. Intensive Care Coordination;
10. Intensive Home Based Services;

B. All clients must meet target population criteria. Target population are those who meet medical necessity criteria for Specialty Mental Health Services.
All services are intended to be provided within Mariposa County, unless otherwise authorized by MCHHSA.

III. Hours of Operation:

A. Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees, i.e., if the Contractor serves enrollees from a commercial plan as well as Medi-Cal eligible clients, the hours the Contractor makes available for commercial enrollees, must be the same for Medi-Cal enrolled clients. In other words, a contractor cannot set aside a Saturday (or any other day) just for Medi-Cal clients.
B. Crisis services for clients are to be referred to day-time or night-time MCHHSA crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor, the MCHHSA crisis team and/or Sheriff Department will need to be notified. The crisis line numbers for MCHHSA are (209) 966-7000 or 1-800-549-6741.
C. All clients are to be seen in a location that is appropriate for therapy and convenient to the client. Services are primarily to be provided in home or via telehealth. If a client has a circumstance that is most appropriate to be seen out of

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Mariposa County, approval must be obtained prior to service provision. If a client does not have an appropriate home situation for the provision of mental health services or does not have appropriate technology for telehealth, the contractor will return the client to the county for provision of services.

D. The contractor agrees to notify MCHHSA by calling the Quality Assurance Supervisor or the Deputy Director and notifying him/her of the temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist until contractor notifies MCHHSA that new referrals can be accepted. If a contractor does not accept new referrals for a period of six-months the contract will be reviewed and, at the discretion of MCHHSA, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.

IV. **Service Description:**

A. Treatment Model/Evidence Based Practices:

1. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified Treatment Plan goals and objectives.

B. Targeted Population Eligibility Criteria:

1. Clients referred from MCHHSA to contractor must meet Medical Necessity Criteria for Specialty Mental Health Services as outlined in CCR Title 9 Chapter 11 Section 1830.205, 1830.210.

C. Referral Protocol:

1. MCHHSA will use the Mariposa County Bi-Directional Referral process.
2. Contractor is expected to call the client for appointment within 5 business days.
3. Contractor will notify MCHHSA in writing of denied referrals within 3 business days.

D. Service Delivery

1. Services may be provided by telephone, however at a minimum of 1x per month, or more often if clinically indicated, the client will be seen face to face, either in person or via telehealth video conferencing.
2. Contractor shall ensure all services shall be delivered in a manner that respects the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.
3. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services, and be informed how to access such services

V. **Coordination of Service:**

A. Contractor may complete initial assessments. If the client does not meet medical necessity, then contractor will refer the client to their managed care through notification to Medical Records and give them a NOABD.

B. Contractor will be responsible for all annual reassessments.

C. Contractor will be responsible to follow the documentation manual.

D. Clients without a current assessment will not be eligible for claimable services.

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E. Contractor will develop a treatment plan within 60 days of assessment. Contractor is responsible for all annual and applicable updates.

F. Clients without a treatment plan will not be eligible for claimable services. All services provided must be indicated on treatment plan to be an eligible claim service with the exception of crisis. The client must participate in the development of the treatment plan and sign it (see Documentation Manual).

G. Contractor will be responsible for all services on the treatment plan or will refer the client back to MCHHSA.

H. All records for referred clients must be kept in the Electronic Health Record (EHR) system. This must be reflected in accordance with the most recent version of the Documentation Manual. Documentation will be monitored by Behavioral Health Quality Assurance Unit.

VI. **Service Duration:**

A. Clients must continue to meet medical necessity as evidenced by an annual assessment and treatment plan update.

B. All transition and discharges will be complete per MCHHSA documentation manual and submitted in writing.

C. 10 day letters and NOABD's will be completed by MCHHSA staff once three contact attempts have been made by contractor and noted in EHR. Contractor will notify QA staff when a 10 day letter is ready to be submitted.

VII. **Mandatory Trainings**:

A. Mental health staff working in Contractor's program will be trained in cultural competency and deliver linguistically competent services as needed.

1. Contractor shall ensure staff be required to attend a minimum of one MCHHSA Cultural Competence training each year, or must provide documentation of attendance to a Cultural Competence training of like nature each year.
2. Contractor shall not be compensated for training hours and will not be charged for attendance to county hosted mandatory trainings.

B. HIPAA/Confidentiality/FTI/Compliance

1. Contractor shall be trained in HIPAA, confidentiality standards, compliance and Federal Tax Information annually.
2. Contractor shall not be compensated for training hours and will not be charged for attendance to county hosted mandatory trainings.

C. CANS

1. If the contractor is accepting clients under 20 years of age a current CANS 50 certificate will be on file.
    a. CANS training is reimbursable for training time and certification costs. Contractor will invoice this training separate of service invoices.

VIII. Staffing Qualifications for Service Delivery and Documentation:

A. Contractor shall utilize staff that are licensed or registered with the BBS.

1. Contractor shall provide NPI numbers and license numbers for all providers.

B. Contractor is authorized to use Student Interns for the provision of therapy services under this contract.

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1. All services provided by a Student Intern must have a Licensed Practioner of the Healing Arts co-signature. Any services that are not cosigned are eligible for recoupment in an audit.

C. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.

D. Contractor shall provide a copy of all applicable CEU's within 30 days of acquisition.

E. Staff Qualifications are dictated by the following standards and scope of practice as defined by California Code of Regulations, Title 9 and the HHSA. Information provided in this Exhibit B is provided as a reference only and is not intended to set forth all of the definitions and requirements in California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

F. **LPHA**[1]**:** A "Licensed Practitioner of the Healing Arts" possesses a valid California clinical licensure in one of the following professional categories:

1. Licensed Clinical Psychologist[2]
2. Licensed Clinical Social Worker[3]
3. Licensed Marriage and Family Therapist[4]

G. **LPHA** Approved Activities:

1. Can function as a "Head of Service" on agency application
2. Can authorize services as directed by the HHSA
3. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
4. Can co-sign the work of other staff members within their scope of practice
5. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)

H. **Registered Associate Marriage Family Therapists, Associate Social Workers, and Associate Professional Clinical Counselors:** Registered Associate Marriage and Family Therapists (AMFT), Associate Professional Clinical Counselors (APCC) and Associate Social Workers (ASW) are individuals registered with the Board of Behavioral Sciences in order to obtain supervised clinical hours and acquiring clinical experience towards licensure as a Marriage and Family Therapist (LMFT) or Licensed Clinical Social Worker (LCSW), or Professional Clinical Counselor, respectively. A waiver for Registered AMFT and ASW is not required by

[1] CCR, Title 9, Chapter 11, Section 1830.215 and Section J (4e) Non-Hospital Chart Review-EPSDT Reviews FY 06-07

[2] Welfare & Institution Code 5600(a), Business and Professional Code 2902 , CCR, Title 9, Chapter 11, Section 624 and CCR, Title 9, Chapter 3.5 Section 782.4

[3] Welfare & Institution Code 5600(a), Business and Professional Code 4996, CCR, Title 9, Chapter 11, Section 625 and CCR, Title 9, Chapter 3.5 Section 782.48

[4] Welfare & Institution Code 5600(a), Business and Professional Code 4980, CCR, Title 9, Chapter 11, Section 626 and CCR, Title 9, Chapter 3.5 Section 782.32

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Department of Health Care Services (DHCS), nor by the HHSA (except when licensed in another state, then a waiver is required by DHCS).[56]

I. **Approved Activities:**

1. Registered Psychologist or Psychological Assistants, Registered Associate Marriage Family Therapist, Interns and Associate Social Workers may perform the following activities under the supervision of a licensed professional within their scope of practice:
   - Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.[7]
   - Can authorize services as directed by HHSA.
   - Can conduct comprehensive assessments and provide a diagnosis without co-signature.
   - Can co-sign the work of other staff members within their scope of practice (other than graduate students performing therapy).
   - Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.
   - Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.[8]

IX. **Staffing & Clinical Supervision:**

A. All contractor employees providing services or supervising services under this Agreement will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.

B. No "sanctioned employees" (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.

5 Welfare and Institution Code 5751.2, DMH Letter 10-03

6

7 CCR, Title 9, Chapter 3, Section 620(f) and Section 622

8 Business and Professions Code Section 4996.14 and 4996.18(d)

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Exhibit B

Documentation and Scope of Practice

I. **Quality Assurance:**

A. All Medi-Cal Contractor are to conduct internal Medi-Cal compliance reviews.

B. When conducting internal Medi-Cal reviews CONTRACTOR will:

1. Abide by all federal, state and local laws and regulations. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state and/or local regulatory and statutory requirements.
2. MCHHSA Quality Assurance staff will review the Contractor Medi-Cal compliance review process, tools and results when conducting MCHHSA Medi-Cal compliance or other reviews.

C. The MCHHSA Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner (See MCHHSA Compliance Plan). The Compliance Committee reviews services and programs of public private Contractor in order to ensure:

1. Accessibility;
2. Facility is clean, sanitary, and in good repair;
3. Fire clearance updated on a regular basis;
4. Services are meaningful and beneficial to the client;
5. Services are culturally and linguistically competent;
6. Contractor uses Interpreter Line when a client does not speak English and has need for another language;
7. Services produce highly desirable results through the efficient use of resources;
8. Services meet requirements for medical necessity.
9. All PHI is properly stored and secured.

D. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. MCHHSA quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.

1. If the MCHHSA staff, Grievance Review staff or any other committee of the MHP makes a finding that a Contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures will be followed as outlined in the compliance program. If these deficiencies or problem areas are verified, a plan of correction may be applied.
2. Contractor shall abide by MCHHSA Policy and Procedures for **Grievances and Appeals**.
3. All grievances and appeals are to be called in and forwarded immediately to MCHHSA. This to be made clear to all clients through posting Grievance and Appeal process in lobbies, providing access to forms, having information in the Consumer Handbook, the beneficiary handbook and a handout in the client packet (See Grievances and Appeals P&P).

Attachment: MMH - Agreement 2022v2 - May 17 2021 (RES-2021-326 : Mountain Mental Health Agreement with County of Mariposa)

E. Contractor shall abide by the complete **Federal False Claims Act** (31 U.S.C. sections 3729-3733) (**See Exhibit C).**

F. Contractor shall abide by the complete MCHHSA **Compliance Plan** that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state and federal laws and regulations or to MCHHSA standards and policies. The Compliance Program is comprised of the documents in the Compliance Plan and MCHHSA Compliance Policies.

G. Contractor shall abide by the complete **MCHHSA Documentation Manual**. The Documentation Manual provides documentation standards for outpatient mental health services provided or managed by MCHHSA. The manual provides a general description of service definitions and is a day to day resource for clinical and administrative support staff. The manual serves to ensure providers within MCHHSA meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.

1. MCHHSA established documentation standards in order to help realize a core value of our system, the commitment to clinical service excellence. In addition, accurate and complete documentation protects from risk in legal proceedings, helps to comply with regulatory requirements for claims for services and enables professionals to discharge their legal and ethical duties.
2. All services are documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed.

H. Contractor not in compliance with documentation manual will have to provide a plan of correction and will be subject to payment denial and/or termination of contract.

I. The Contractor agrees to notify MCHHSA at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.

J. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state, and/or local regulatory and statutory requirements.

K. The contractor is responsible for clinical supervision of their staff.

L. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of $50.00 per hour. This service would include, but not be limited, to documentation support and training, chart auditing, specific coaching, and service corrections.

M. **Mandatory Meetings and Training:**

Contractor will attend monthly required meetings with MCHHSA and any additional trainings and meetings deemed necessary by MCHHSA.

N. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):**

1. 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 MCHHSA, to the extent MCHHSA would be required to comply with such requirements.

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2. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.
3. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI", including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify MCHHSA of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information
4. Contractor shall abide by all paper records MCHHSA Policies and Procedures.
5. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.
6. Contractor agrees to notify MCHHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
7. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

O. **Information Technology Infrastructure:**
1. Contractor will be proficient in MCHHSA electronic health record (EHR) system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for Anasazi access. Contractor may reimburse the MCHHSA at an hourly rate of $50.00 per hour of EHR training.

P. **MCHHSA Code of Conduct:**
1. Contractor agrees to review, sign and comply with MCHHSA Code of Conduct.

Q. **MCHHSA Confidentiality Employee Statement:**
1. Contractor agrees to review, sign and comply with the MCHHSA Confidentiality Employee Statement.

R. **Electronic Signature Policy:**
1. Contractor agrees to review and comply with the Electronic Signature Policy.

S. **Client Surveys:**
1. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys, CONTRACTOR will be advised of survey period one month in advance.

II. **ASSESSMENTS:**

A. Assessment information must meet all Medi-Cal required elements.
B. Assessment information must be completed and finalized within 30 days.
C. Assessment information must be legibly signed and dated when completed.
D. Refer to Documentation Manual for more information on the required elements of a complete Mental Health Assessment.

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E. Diagnosis from the most current DSM must be completed.

F. All clients need to have, depending on their age, a Child Adolescent Needs and Strengths (CANS) and the Pediatric Symptom Checklist (PSC-35) evaluation completed during the assessment period. For children/youth the CANS must be completed quarterly and upon discharge. Contractor staff will need to be trained and certified to administer the aforementioned evaluation tools.

III. TREATMENT PLANS:

Requirements for Treatment Plans

A. A full, signed treatment plan will be due within 60 days of assessment.

B. Contractor who receive Treatment Plans from MCHHSA must update the plan accordingly.

C. All clients must have a treatment plan prior to services being provided. No services are claimable off treatment plan.

D. Treatment Plans will follow the guidelines in the Documentation Manual.

E. There must be documentation of the client's participation in and agreement with the plan. The client's signature and documentation that the client was offered a copy of the plan are the required elements in the plan development progress note (see Documentation Manual).

IV. PROGRESS NOTES

A. Refer to Documentation Manual regarding expectations of progress notes.

B. Timeline of Progress Notes

1. Progress notes shall be documented within **3** (three) business days of provided service.
2. Entries made after the date the service was provided must be identified as a "Late entry" and need to include both the date the note was written, as well as the date of service.

V. DISCHARGE/CLOSING SUMMARIES

A. At minimum, the client record shall document:

1. Follow-up care (to be outlined in a discharge summary)
2. Referrals to community resources and other agencies, when appropriate
3. **Contractor** who are required to administer the CANS must use the **MCHHSA** approved Closing Summary (that includes a CANS) upon **all** client discharges. The CANS section of the closing summary is not required upon discharge when:
    a. The client leaves services prior to an initial CANS being completed
    b. The client discharges within 90 days or less of being opened to a program

B. Discharge summaries are not claimable to Medi-Cal.

VI. OTHER NOTIFICATION REQUIREMENTS

A. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:

1. Consumer Rights
2. Grievance/Appeal Process
3. Grievance/Appeal forms with a self-addressed envelopes envelope's

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4. MCHHSA Mental Health Provider Directory for Specialty Mental Health Services
5. Advanced Directive Notices (such as the "Your Right to Make Decisions about Medical Treatment"). For Adults only.
6. Acknowledgement of Receipt of HIPAA Notice of Privacy Practices
7. Beneficiary Brochure: "Guide to Medi-Cal Mental Health Services" (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).

B. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

VII. **SECURITY REQUIREMENTS:**

A. The following is a general outline of the Security and Information Technology Requirements.

1. Contractor shall submit all paper records to MCHHSA.
2. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from MCHHSA prior to seeing clients.
3. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify MCHHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
4. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

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Exhibit C
DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT

The Federal False Claims Act ("FCA") helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

I. **Actions that violate the FCA include:**

B. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the "Armed Forces") for payment or approval;

C. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;

D. Conspiring to get a false claim allowed or paid by the Government;

E. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;

F. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;

G. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or

H. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.

I. "Knowing" and "Knowingly" means a person:

1. Has actual knowledge of the information;
2. Acts in deliberate ignorance of the truth or falsity of the information; or
3. Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.

J. "Claim" includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

II. **A person or organization may be liable for:**

A. A civil penalty $5,500 to $11,000 for each false claim;

B. Three times the amount of damages sustained by the Government due to the violations; and

C. The costs of a civil suit for recovery penalties or damages.

III. **The court may reduce the treble damages if:**

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A. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
B. The person fully cooperated with any Government investigation; and
C. No criminal prosecution, or civil or administrative action had been commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

IV. **Actions by Private Persons or *Qui Tam Plaintiffs***

A. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.
B. If a *qui tam* plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

V. **Rights of the Parties to *Qui tam* Actions**

A. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the *qui tam* plaintiff. However, the *qui tam* plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the *qui tam* plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

VI. **Award to *Qui tam* Plaintiff**

A. If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.
B. If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.
C. If the court finds that the *qui tam* plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the *qui tam* plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.
D. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

VII. **Certain Actions Barred**

A. An individual cannot bring a *qui tam* action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.

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B. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the Government is already a party.

C. An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based who has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

VIII. **Whistleblower Protection**

A. An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claims disclosure is entitled to all relief necessary to make the employee whole, including:

B. Reinstatement with the same seniority status that the employee would have had but for the discrimination;

C. Two times the amount of back pay plus interest; and

D. Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).

E. The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT

The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. Cal. Gov't Code §§ 12650-12655.

IX. **Actions that violate the CFCA include:**

A. Knowingly submitting (or causing to be submitted) a false claim for payment or approval;

B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;

C. Conspiring to get a false claim allowed or paid by the state or by any political subdivision;

D. Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;

E. Delivering less property than the amount of the receipt, where the person has possession or control of public property;

F. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;

G. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or

H. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.

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I. "Knowingly" means the person or organization:

1. Has actual knowledge of the information;
2. Acts in deliberate ignorance of the truth or falsity of the information; or
3. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.

J. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.

1. The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.
2. The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

X. **Private or *Qui Tam* Actions/Whistleblower Provisions**

A. Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the amount recovered (plus reasonable costs and attorney's fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney's fees) if the qui tam plaintiff litigates the case on his or her own.

B. An individual cannot file a lawsuit based on public information, unless he or she is the original source of the information.

C. The CFCA bars employers from interfering with an employee's disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

XI. **Liability to the State or Political Subdivision**

A. A person or organization will be liable to the state or political subdivision for:

B. Three times the amount of damages that the state or local government sustains because of the false claims violations;

C. The costs of a civil suit for recovery of damages; and

D. A civil penalty of up to $10,000 for each false claim.

XII. **Certain Actions Barred**

A. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party, .An individual cannot file a lawsuit based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate,

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Assembly, auditor, or governing body of a political subdivision; or by the news media.

XIII. **Awards**

A. If the state or political subdivision prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives between 15 and 33 percent of the recovery (plus reasonable costs and attorney's fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

XIV. **Whistleblower Protection**

A. Employers are prohibited from:

B. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or

C. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

XV. **Liability of Employer**

A. An employer who interferes with an employee's disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:

B. Reinstatement with the same seniority status that the employee would have had except for the discrimination;

C. Two times the amount of back pay plus interest;

D. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

XVI. **Limitations on Eligibility of Employees for Damages**

A. If an employee's conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

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Exhibit D
PAYMENT TERMS AND CONDITIONS

I. Approved Services and Authorization Process:

A. Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

II. Monthly Invoicing and Payment:

A. The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding, unless a written amendment to the Agreement is executed by the parties.

B. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

C. The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

D. Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.

E. All payment invoices shall be submitted to the following address:
Mariposa Behavioral Health and Recovery Services
PO Box 99
Mariposa, CA 95338

F. Final approved services must be submitted on an itemized invoice.

G. Services that are not in finalized format will not qualify for reimbursement.

H. Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.

I. HHSA Contractors my utilize the Provider Problem Resolution and Appeal Processes, includes.

i. A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by HHSA pursuant to Section 1830.215.

ii. HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

1. If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.
2. If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.
3. If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.
4. If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

iii. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

III. Medi-Cal Requirements and Payment Limitations:

A. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.

B. Contractor's Approved Procedure Codes and Provisional Rates For Specialty Mental Health Services:

1. When billing the County for authorized services provided to County clients, Contractor will use the appropriate coding as outlined in Exhibit A, item #2. Program Description.

C. Contractors will be reimbursed at the rates listed below and based on documentation in the Anasazi Electronic Health Records System:

1. $118.50 per hour for Medi-Cal clients.
2. $118.50 per **server** hour for each individual Medi-Cal client seen in a group.

D. Any recoupment of funds by DHCS of contractor services are subject to recoupment of the contractor, as a result of state or federal audits.

IV. Cost Settlement:

A. The Contractor's Cost Report:

1. Is to be submitted annually by September 30th, shall include all services delivered through June 30th of that fiscal year.
2. Settlement to cost will be made through the submission and acceptance of this Cost Report in accordance with Federal Medicaid requirements and the approved Medicaid state plan and waivers.

B. The Cost Report shall be in the format and completed within the guidelines provided by September 30, 2022. Failure to comply with this 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.

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C. Failure to complete cost report may result in termination of contract at the discretion of HHSA.

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MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-327

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve an Agreement with Golder Associates Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Golder Associates, Inc. for Environmental Monitoring and Reporting for the Mariposa County Landfill in an Amount Not to Exceed $41,366; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Golder Associates, Inc. has been invaluable to the County in providing technical regulatory and data analysis to the Solid Waste & Recycling Division, including the preparation of annual and semi-annual waste discharge reports and other water quality-related testing, analysis and reporting. This reporting is required to maintain compliance with the solid waste facility permit and other governing documents.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Public Works has been utilizing the services provided by Golder Associates, Inc. for several years and as such the knowledge regarding this project and the site is invaluable .

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, would result in the loss of the necessary access to expertise needed to meet regulatory requirements at the landfill.

FINANCIAL IMPACT:
Funding for this agreement has been included in the submitted FY 20-21 Solid Waste Budget.

ATTACHMENTS:
Golder Associates 21-044 serv (PDF)

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

REF ID# 11816

21-044

AGREEMENT FOR GAS MONITORING AND REPORTING AT THE LANDFILL

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Golder Associates, Inc. ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform gas monitoring at the Landfill 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 $41,366. Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

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

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$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

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be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

4. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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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 County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds

Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

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CONTRACTOR:
Golder Associates, Inc.
425 Lakeside Dr.
Sunnyvale, CA 94085
408.220.9223

COUNTY:
Mariposa County
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon Thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor

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shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

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

17. NO WAIVER

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

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with

this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

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23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

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28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
Marshall Long, Chair Board of Supervisors	Golder Associates, Inc.
COUNTERSIGNED *(Government Code §25103)*	APPROVED AS TO LEGAL FORM:
Rene LaRoche	Steven W. Dahlem

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EXHIBIT "A"

GOLDER

April 20, 2021

Proposal No. P20146083

Mr. Samuel Cerveny
Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

PROPOSAL PRESENTING SCOPE OF WORK AND COST ESTIMATE, 2021 – 2022 WATER QUALITY AND LANDFILL GAS MONITORING AND REPORTING, MARIPOSA COUNTY LANDFILL

Dear Mr. Cerveny:

This letter presents Golder Associates Inc.'s (Golder) proposal with scope of work and cost estimate to perform groundwater, surface water, landfill gas, and leachate monitoring and reporting for the Mariposa County Landfill during the second half of 2021 through June 2022. The proposed scope of work is based on Monitoring and Reporting Program (MRP) No. R5-2003-0094 and the perimeter landfill gas (LFG) migration monitoring requirements. The 5-year constituent of concern (COC) monitoring event was last completed during fourth quarter 2016 so the next COC monitoring event will be in fourth quarter 2021. The costs for these additional 5-year COC analyses have been included in our proposal.

Proposed Monitoring and Reporting Scope of Work

To address the requirements of MRP No. R5-2003-0094 and State landfill gas migration monitoring, Golder proposes to:

- Measure the depth to water in each site monitoring well quarterly.
- Sample the seven site monitoring wells and the off-site Bardini well semi-annually.
- Sample three surface water points semi-annually, if water is present.
- Sample three perimeter landfill gas probes for VOCs on a semi-annual schedule.
- Monitor five perimeter landfill gas probes for methane, CO2, and oxygen quarterly, including barometric pressure, atmospheric temperature, general weather conditions, and probe pressures (positive or negative) at the time of sampling.
- Sample three leachate points annually.
- Submit samples to a California state-certified analytical laboratory (BC Laboratories).
- Analyze the fourth quarter 2021 water samples for the 5-year COC parameter list.

Golder Associates Inc.
425 Lakeside Drive
Sunnyvale, California, USA 94085

T: +1 408 220-9223

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- Produce a semi-annual and annual monitoring report per the WDR/MRP requirements.
- Prepare a quarterly perimeter LFG monitoring report for submittal to the County LEA.

It is our understanding that County personnel will perform the monthly leachate monitoring for total flow, flow rate, electrical conductivity, and pH required in the WDR/MRP, in addition to the required structure landfill gas monitoring.

All sampling and analysis will be performed in accordance with the protocol described in Golder's Groundwater Sampling and Laboratory Procedures. Field measurements of pH, specific conductance, temperature, and turbidity will be taken and recorded on water sample field data sheets. Samples will be properly preserved and stored on the day of sampling. Chain-of-custody documentation will accompany the samples through collection and delivery to a State-certified analytical laboratory.

The following summarizes the work schedule covered by this proposal:

- July 2021 – first semi-annual monitoring report and second quarter gas monitoring report
- September 2021 – third quarter perimeter gas monitoring and report
- December 2021 – fourth quarter gas and second semi-annual
- January 2022 – annual 2021 monitoring report and fourth quarter gas monitoring report
- March 2022 - first quarter perimeter gas monitoring and report
- June 2022 - second quarter perimeter gas monitoring and first semi-annual monitoring

Deliverables

Golder will prepare semi-annual and annual monitoring reports containing the information required by the MRP. The reports will include a summary of the site conditions, discussion of the monitoring event results, tabulated analytical results, time-concentration graphs of data, statistical analyses, Piper graph of inorganic chemistry data, groundwater contour maps, groundwater flow velocity calculations, and an evaluation of field and laboratory QC data. In addition, each report shall include all back-up data such as field data sheets, chain-of-custody documentation, and certified analytical reports. Golder will incorporate information provided by County personnel to address other requirements of the MRP. This information includes site inspections, leachate extraction volumes, and standard observations. The semiannual monitoring reports will be uploaded to the State GeoTracker website. Quarterly perimeter landfill gas migration monitoring reports will be prepared for submittal to the county LEA.

Schedule

Reporting for the first semi-annual monitoring period (January through June) will take place in July. Sampling for the second semi-annual monitoring period (July through December) will be performed in the latter half of the monitoring period (November or December). This sampling interval will provide samples that are obtained during the wet and dry seasons. Draft monitoring reports will be provided at least two weeks prior to their due dates (July 31, 2021 and January 31, 2022), if all supporting information is provided by the County in time. The report for the first semi-annual 2022 monitoring period (January 2022 through June 2022) is not included in this proposal, because the work will be completed in July 2021 during the next County fiscal year.

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Cost

Golder proposes to complete the WDR/MRP and perimeter landfill gas monitoring scope described above, and the PFAS sampling and reporting (if needed during the upcoming fiscal year) for an estimated fee of $41,366 (see attached cost estimate). We will bill you on a time and expenses basis and will not exceed our estimate without your prior approval.

Please be aware that Golder has been acquired by and is now a Member of the WSP family of companies. Golder remains as a legal entity and is the proposed contracting entity for this proposal. We are in the process of integrating the resources of our companies. Correspondence for this proposal should continue to be addressed to the undersigned.

Golder sincerely values its relationship with Mariposa County and is appreciative of the opportunity to provide this proposal. Please feel free to call if you have any questions.

Sincerely,

Golder Associates Inc.

Kris H. Johnson

Associate/Geology Practice Leader

Attachments: Cost Estimate
Professional Rate Schedule for 2020

https://golderassociates.sharepoint.com/sites/133761/project files/1 proposal and project management/2021-22 proposal mariposa county landfill - 4-20-2021.docx

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May 2019

Proposal No. P19124318

Golder Associates Cost Estimate
CLIENT/SITE: Mariposa County Landfill
PROJECT: Groundwater Monitoring, 2021-2022

DATE: 4/20/2021
PROPOSAL NO. P20146083

ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST	SUB-TOTAL	ANNUAL TOTAL
SUMMARY:						
Task 1 - Sampling						**$13,701**
Task 2 - Laboratory Analysis						**$11,881**
Task 3 - Semi-annual/Annual Reporting						**$15,784**
TOTAL						**$41,366**

This cost estimate is based on MRP R5-2003-0094. For July 2021 through June 2022.

Task 1 - Sampling

Quarterly Water Levels & Gas Monitoring/Reporting

SCOPE: Measure water levels quarterly. Measure perimeter gas probes and structures and prepare report. 3Q, 1Q

Professional Services						
Technician	hour	$114	12	$1,368		
Project Geologist	hour	$140	1	$140		
Geo Practice Leader	hour	$250	0.5	$125	$1,633	
Equipment						
Field Vehicle (4x4)	day	$125	1	$125		
Portable Landfill Gas Meter	day	$100	1	$100		
Water Level Indicator	day	$20	1	$20	$245	
	Admin/Comm Fee (5% of labor)				$82	
	Total for one quarterly event				**$1,960**	

Semiannual Sampling

SCOPE: Measure water levels and sample all site monitoring points.

Includes 7 groundwater wells, 1 water supply well, 3 surface water, and 3 gas probes semi-annually, and 3 leachate points annually. 5-year COC sampling/analysis 4th quarter 2021.

Professional Services						
Technician	hour	$114	32	$3,648		
Geo Practice Leader	hour	$250	1	$250	$3,898	
Equipment						
Field Vehicle (4x4)	day	$125	2	$250		
Per Location Charge	each	$25	14	$350		
Filters	each	$18	11	$198	$798	
	Admin/Comm Fee (5% of labor)				$195	
	Total for one SA event				**$4,891**	
	Total for 2 quarterly & 2 semiannual					**$13,701**

Task 2 - Laboratory Analysis

SCOPE: sample kit delivery, sample transport, analyses, field and lab QA/QC, electronic deliverable, 15-day turnaround.

TDS	each	$10	25	$250
Alkalinity (bicarbonate, carbonate)	each	$16	25	$400
Chloride	each	$9	25	$225
Nitrate/nitrite as N	each	$10	25	$250
Sulfate	each	$9	25	$225
Ca, Mg, K, Na	each	$33	25	$825
TO-14, methane	each	$150	6	$900
VOCs (EPA 8260, App. I)	each	$70	25	$1,750
COCs				
TOC	each	$25	12	$300
Metals (Al, Sb, Ba, Be, Cd, Cr, Co, (	each	$120	12	$1,440

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Sn, V, Zn, Fe, Mn, As, Pb, Hg, Ni, Se, Th)						
Sulfide	each	$25	12	$300		
Cyanide	each	$28	12	$336		
SVOCs (EPA 8270)	each	$130	12	$1,560		
Chlorphenoxy Herbicides (EPA 815	each	$85	12	$1,020		
Organophosphorus Compounds (EF	each	$85	12	$1,020		
					$10,801	
Outside Service Mark Up (10%)					$1,080	
	Total for two semiannual events					**$11,881**

Task 3 - Semi-annual/Annual Reporting

SCOPE: Prepare, assemble, distribute semi-annual and annual reports. Geotracker upload.

Professional Services

Admin	hour	$83	2	$166		
Drafter	hour	$135	2	$270		
Staff Geologist	hour	$120	32	$3,840		
Project Geologist	hour	$140	16	$2,240		
Geo Practice Leader	hour	$250	4	$1,000	$7,516	
	Admin/Comm Fee (5% of labor)				$376	
	Total for one standard report				**$7,892**	
	Total for one year					**$15,784**

Project Total for July 2021 through June 2022 $41,366

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GOLDER

PROFESSIONAL RATE SCHEDULE
CALENDAR YEAR 2020
WESTERN US BUSINESS UNIT (AK, PNW & CA)

Invoices from Golder include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

ENGINEERS AND SCIENTISTS	RATE
LV1 Engineer/Scientist	$ 109.00
LV2 Staff Engineer/Scientist	$ 120.00
LV3 Project Engineer/Scientist	$ 140.00
LV4 Senior Project Engineer/Scientist	$ 156.00
LV5 Senior Engineer/Scientist	$ 187.00
LV6 Senior Consultant	$ 229.00
LV7 Practice/Program Leader	$ 250.00
LV8 Senior Practice/Program Leader	$ 270.00

TECHNICIANS	RATE
LT1 Technician	$ 81.00
LT2 Staff Technician	$ 114.00
LT3 Senior Staff Technician I	$ 120.00
LT4 Senior Staff Technician II	$ 130.00

DRAFTING/DIGITAL DESIGN	RATE	ADMINISTRATIVE SUPPORT	RATE
LD1 Draftsperson	$ 88.00	LA1 Admin Support	$ 73.00
LD2 Staff Draftsperson I	$ 99.00	LA2 Staff Admin Support	$ 83.00
LD3 Staff Draftsperson II	$ 125.00	LA3 Senior Admin Support	$ 98.00
LD4 Senior Staff Draftsperson	$ 135.00		

Notes:

The above rates are subject to revision.

[1] A 5% charge will be added to the total labor fees to cover all incidental office disbursements, including production of color and b/w working documents, the production of 3 sets of drawings/documents, as well as associated communication charges (excluding satellite phones). Reproduction of additional copies and drawings/documents will be at cost plus the required time charges.

[2] A 10% carrying charge will be added to all other disbursements including materials, subcontractor costs, drilling or excavation services and use of external laboratory services.

[3] Rates for specialist services, including but not limited to litigation support; expert witness, including time spent in depositions and the preparation and presentations of testimony; and/or senior level consultation, and priority emergency level services are available upon request.

[4] Rates for laboratory services and use of equipment owned by Golder Associates will be provided upon request.

[5] The rates and charges listed above exclude applicable local and federal taxes. Taxes will appear as a separate line item on each invoice.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY) 4/21/2021

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1404899 GOLDER ASSOCIATES INC. 3801 PGA Boulevard Suite 900 Palm Beach Gardens FL 33410	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : Steadfast Insurance Company — 26387 INSURER C : Liberty Insurance Corporation — 42404 INSURER D : INSURER E : INSURER F :

COVERAGES PARENT **CERTIFICATE NUMBER:** 16812391 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	GLO9835819-08	5/1/2021	5/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY [ ] SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	N	Y	AS7-621-094060-031	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC7-621-094060-911	5/1/2021	5/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
B	PROFESSIONAL LIABILITY	N	N	EEC5899096	5/1/2021	5/1/2022	$3,000,000 PER CLAIM $3,000,000 ANNUAL AGG	

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

IN RESPECT OF ALL POLICIES EXCEPT THE PROFESSIONAL LIABILITY AND CONTRACTOR'S POLLUTION LIABILITY NOTED ABOVE, LOCKTON HAS ISSUED THIS CERTIFICATE IN AN ADMINISTRATIVE CAPACITY ONLY. ARTHUR J. GALLAGHER & CO./GPL ASSURANCE INC. IS THE BROKER OF RECORD FOR THE DEFINED POLICIES. RE: 20146083 - MARIPOSA LF MONITOR 2020-21 - MARIPOSA, CALIFORNIA. THE COUNTY OF MARIPOSA, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, EXCEPT IN THE EVENT OF NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

16812391
COUNTY OF MARIPOSA
ATTN: JEAN DORDAN
4639 BEN HUR ROAD
MARIPOSA CA 95338

CANCELLATION See Attachment

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

Joseph M Agnello

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Attachment: Golder Associates 21-044 serv (RES-2021-327 : Approve an Agreement with Golder Associates Inc.)

GENERAL LIABILITY
INSURER:Zurich American Insurance Company

Other Insurance Amendment - Primary and Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9835819-08	5/1/2021	5/1/2022	5/1/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: GOLDER ASSOCIATES

This endorsement modifies insurance provided under the: Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition 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, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1327-B CW (04/13)

Attachment: Golder Associates 21-044 serv (RES-2021-327 : Approve an Agreement with Golder Associates Inc.)

Attachment Code: D516287
Certificate ID: 16812391

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-328

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Accept Resignation, Appoint New Members & Re-Appoint Members for the AB939 TF

RECOMMENDATION AND JUSTIFICATION:
Accept Resignation of Stuart Katte from Category D; Appoint Stephen Boynton to Category D Representing Recology and Kerri Gibbons to Category E Representing Environmental Health for Continuous Terms; Re-Appoint Karen Dusik to Category G with a Term Expiring June 8, 2025; and Re-Appoint Rick Leinheuser to Category G with a Term Expiring June 8, 2023.

The purpose of the AB939 Task Force is to review and comment on planning documents regarding the five-year County Integrated Waste Management Plan and to provide solid waste programs in accordance with CCR Title 14, Section 18788. The task force is made up of eleven members representing the County, Yosemite National Park, Mariposa Unified School District and the general public.

Task force members are divided into eight categories, indicative of the department or agency they represent.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors routinely appoints new members to committees.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, there will continue to be vacancies on the Committee.

ATTACHMENTS:
Kerri Gibbons Committee Ap (PDF)
Stephen Boynton Committee AP (PDF)
Rick Leinheuser continue (PDF)
Karen Dusek continue (PDF)

RESULT: ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 11855

Cat E

RECEIVED
MAR 05 2021
BOARD OF SUPERVISORS

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

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
MARIPOSA COUNTY SOLID WASTE AB939 LOCAL TASK FORCE

Supervisorial District in which you Reside: 5

Length of Residency in the County: 25 years

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

First Name: Kerri

Last Name: Gibbons

Mailing Address: PO Box 5, Mariposa, CA 95338

Email Address: kgibbons@mariposacounty.org

Are you Over 18 Years of Age: yes

Employment Status: Employed

Employer's Name: Mariposa County HHSA, Environmental Health Unit

Employer's Address: PO Box 5, Mariposa, CA 95338

Day Telephone Number: 209-966-2220

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I wish to serve on the local task force to provide input from the local enforcement agency on landfill and waste disposal plans and programs.

Please list prior/current appointments to other Boards/Commissions/Committees:
None

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Kerri Gibbons Committee Ap (RES-2021-328 : Accept Resignation, Appoint New Members & Re-Appoint Members for the AB939

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

I am a registered environmental health specialist with the State of California. I have been working in environmental health for 21 years, including work in solid waste disposal. I am attending LEA conferences arranged by Cal Recycle, which include training in solid waste issues.

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

No If Yes, please explain:

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.): M-F, 7^00 Am - 5^00 pm	Do you have transportation?
		Yes

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

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

Dated: 4 March 2021 Signature: [signature]

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Kerri Gibbons Committee Ap (RES-2021-328 : Accept Resignation, Appoint New Members & Re-Appoint Members for the AB939

Cat D

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying: MARIPOSA COUNTY SOLID WASTE AB939 LOCAL TASK FORCE

Supervisorial District in which you Reside: District 3

Length of Residency in the County: 3 Years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: Stephen

Last Name: Boynton

Mailing Address: PO Box 900 Mariposa, CA 95338

Email Address: sboynton@recology.com

Are you Over 18 Years of Age: Yes

Employment Status: Full Time

Employer's Name: Recology Mariposa

Employer's Address: 4705 Hwy 49 So Mariposa, CA 95335

Day Telephone Number: 209-966-3190

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
Work for local solid waste company.

Please list prior/current appointments to other Boards/Commissions/Committees:
None.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Stephen Boynton Committee AP (RES-2021-328 : Accept Resignation, Appoint New Members & Re-Appoint Members for the

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

Worked in waste, recycle, and compost industry all my career.

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

If Yes, please explain:

No

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
	Open.	Yes

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

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

Dated: 3-5-2021 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Stephen Boynton Committee AP (RES-2021-328 : Accept Resignation, Appoint New Members & Re-Appoint Members for the

Jean Dordan

From: Samuel Cerveny
Sent: Tuesday, May 25, 2021 1:31 PM
To: Jean Dordan
Subject: Fw: AB939 Membership

From: [redacted] <windingg@aol.com>
Sent: Friday, September 25, 2020 9:46 AM
To: Samuel Cerveny <scerveny@mariposacounty.org>
Subject: Re: AB939 Membership

Hi:

Yes, I'll continue on the Task Force.

Thanks.

Rick Leinheuser

-----Original Message-----
From: Samuel Cerveny <scerveny@mariposacounty.org>
To: [redacted] <windingg@aol.com>
Sent: Wed, Sep 23, 2020 4:48 pm
Subject: AB939 Membership

Good Afternoon Rick,

Your term as a member of the AB939 Committee has expired. Would you like to remain on the committee?

Thank you,

SAMUEL CERVENY
SOLID WASTE AND RECYCLING MANAGER
PHONE: (209) 966-5165
FAX: (209) 966-7453
WWW.MARIPOSACOUNTY.ORG

Attachment: Rick Leinheuser continue (RES-2021-328 : Accept Resignation, Appoint New Members & Re-Appoint Members for the AB939 TF)

Jean Dordan

From: Samuel Cerveny
Sent: Tuesday, May 25, 2021 1:31 PM
To: Jean Dordan
Subject: Fw: AB939 Membership

From: karen dusek <karenhdusek@gmail.com>
Sent: Wednesday, September 23, 2020 10:18 PM
To: Samuel Cerveny <scerveny@mariposacounty.org>
Subject: Re: AB939 Membership

Hi Sam, I'm doing well. Enjoying retirement. Hope you are well, too. Yes, I'd like to continue as a task force member if possible. Thanks.

Sent from my iPhone

> On Sep 23, 2020, at 4:35 PM, Samuel Cerveny <scerveny@mariposacounty.org> wrote:
>
> Hello Karen,
>
> I hope you are doing well. You membership on the AB939 Committee has expired. Would you like to remain a member of the committee?
>
> <Outlook-m3ptsh12.png>

Attachment: Karen Dusek continue (RES-2021-328 : Accept Resignation, Appoint New Members & Re-Appoint Members for the AB939 TF)

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-329

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Budget Action Transferring Funds Within the Transportation Planning Budget ($9,600)

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Transferring Funds Within the Public Works Transportation Planning Budget to Offset a Year-End Categorical Shortfall in Salary and Benefits ($9,600).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
It is standard practice to move allocations from one category to another when end-of-year budget reviews reveal categorical shortfalls.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action will result in a categorical shortfall in salary and benefits in the Transportation Planning budget. Such shortfalls must be ameliorated by transferring allocations from a separate category where sufficient funds are available.

FINANCIAL IMPACT:
There is no negatgive impact to this transfer and there are zero impacts to the General Fund.

ATTACHMENTS:
FY20-21 Budget Action - Fund 033 - S&B's (PDF)

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

REF ID# 11861

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
033	0251-577	0418	Contracts			$9,600
033	0251-577	0245	Out of Class		$9,600	
TRANSFER BETWEEN FUNDS						
				TOTALS	$9,600	$9,600

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: 5/27/2021

APPROVED BY RES NO. _____ CLERK _____ DATE

033 Transportation Planning

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: FY20-21 Budget Action - Fund 033 - S&B's (RES-2021-329 : Approve Budget Action Transferring Funds Within the Transportation

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-330

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: FY 2021 Forest Service Law Enforcement Agreement

RECOMMENDED ACTION AND JUSTIFICATION:
Approve the FY 2021 Cooperative Agreement No. 17-LE-11051360-025 with the United States Department of Agriculture (Sierra and Stanislaus National Forests) Exhibit A, Mod 010 (2021 Patrol Annual Operating and Financial Plan), Exhibit B, Mod 011(2021 Controlled Substance Annual Operating and Financial Plan) to Assist in Providing Law Enforcement Services on National Forest Lands; and Authorize the Board of Supervisors Chair to Sign the Agreements.

The United States Department of Agriculture and the Mariposa County Sheriff's Office currently enjoy a five-year agreement to provide law enforcement services on those lands that are designated as National Forest Lands. The law enforcement services that are provided by the Mariposa County Sheriff's Office are intended to supplement the services being provided by National Forest Service Law Enforcement Personnel.

The Mariposa County Sheriff's Office has a long history of working cooperatively with National Forest Law Enforcement, and has a proven success record of locating and eradicating wilderness cannabis operations on National Forest Lands.

The identified areas of enforcement that will be reimbursed under the Agreement is as follows:

Narcotics Investigations, Enforcement relating to Marijuana Cultivation AND regular scheduled Law Enforcement Patrols on Forest Service Lands as noted in Exhibit A and B.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has approved similar agreements with the Department of Agriculture in past years, which have been productive for the community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not signed, Mariposa County will not be able to seek reimbursement from the Department of Agriculture for law enforcement services provided on National Forest Lands.

FINANCIAL IMPACT:

Revenue and Appropriations will be included in Fiscal Year 2021-2022 Sheriff's Budget

ATTACHMENTS:
17-LE-11051360-025 Mariposa_PatrolAOP_21 MOD010 GAsigned_04.23.2021 (PDF)
17-LE-11051360-025 Mariposa Drug AOP 2021 Mod011 GA (PDF)

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

FS Agreement No. 17-LE-11051360-025
Cooperator Agreement No. MOD 010

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between The
COUNTY OF MARIPOSA
And the
USDA, FOREST SERVICE
SIERRA NATIONAL FOREST

2021 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the County of Mariposa, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Sierra National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #17-LE-11051360-025 executed on March 16, 2017. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2020 and ending September 30, 2021.

Previous Year Carry-over: $9,000.00
Current 2021 Year Obligation: $00.00
FY2021 Total Annual Operating Plan: $9,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Jeremy Briese, Sheriff Mariposa County P.O. Box 276 Mariposa, CA 95338-0276 Phone: 209-966-3615 **FAX:** 209-742-5090 **E-mail:** jbriese@mariposacounty.org	Andrea Stewart, Admin. Asst. to Sheriff Mariposa County P.O. Box 276 Mariposa, CA 95338-0276 Phone: 209-9663615 **FAX:** 209-742-5090 **E-mail:** astewart@mariposacounty.org

Attachment: 17-LE-11051360-025 Mariposa_PatrolAOP_21 MOD010 GAsigned_04.23.2021 (RES-2021-330 : FY 2021 Forest Service Law

Cooperator Alternate Contact
Kevin Packard, Captain Mariposa County P.O. Box 276 Mariposa, CA 95338-0276 Phone: 209-9663615 **FAX:** 209-742-5090 **E-mail:** kpackard@mariposacounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Rene Villanueva, Patrol Captain 1600 Tollhouse Rd. Clovis, CA 93611 Telephone: 559-297-0706 ext. 4986 FAX: 559-294-4802 Email: rene.villanueva@usda.gov	Chad Krogstad, Patrol Commander 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-9125 FAX: 707-562-9031 Email: chad.krogstad@usda.gov

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Deputy Salary (base)	$36.23 per hour
Sergeant Salary	$45.56 per hour
Salary (overtime)	$Base + ½ per hour
Per Diem cost	Actual documented costs not to exceed the Federal Per Diem Rates (www.gsa.gov)
Travel (mileage and fares)	$0.51 per mile
Helicopter flight time	Actual documented costs
Supplies or equipment	Actual documented costs

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

Assignment of one Deputy Sheriff or Sheriff's Sergeant to the Bass Lake Ranger District of the Sierra National Forest within Mariposa County commencing May 1, 2021 and terminating September 30, 2021. The primary duties of the Deputy or Sergeant will include answering calls for service, routine patrol, and investigation of criminal offenses occurring within the National Forest.

Attachment: 17-LE-11051360-025 Mariposa_PatrolAOP_21 MOD010 GAsigned_04.23.2021 (RES-2021-330 : FY 2021 Forest Service Law

This Deputy will be assigned as needed to patrol the Merced River Canyon, rural forest roads, campground, recreation areas, trails, trailheads, and forest service facilities with extended coverage on major holiday weekends. This Deputy is to provide copies of all incidents occurring on National Forest Lands including any incidents outside the contract period.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Assignment of one Deputy Sheriff or Sheriff's Sergeant to the Greeley Hill area on a call when needed basis during the period commencing May 1, 2021 and terminating September 30, 2021. This Deputy is to provide copies of all written reports, incident reports, citations, and incidents occurring on National Forest Lands including any incidents outside the contract period.

Any funding not used under section III TRAINING and Section IV EQUIPMENT will be allocated to Patrol activities under Section II. PATROL ACTIVITIES and will not exceed a combined total of $9,000.00.

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Training will be limited to work related training aimed at improving the overall efficiency of the enforcement and patrol activities related to this agreement between the Cooperator and the Forest Service. This includes training for those Officers that work in the mountainous terrain and County areas within the boundaries of the Sierra National Forest. It is mutually understood that at the time of this agreement that not all parties will know of all the training that is available.

Total reimbursement for this category shall not exceed: 10% of the total agreement.

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

Any equipment purchase will be mutually agreed upon between the designated representatives or alternate representatives.

Total reimbursement for this category shall not exceed: 10% of the total agreement.

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

Attachment: 17-LE-11051360-025 Mariposa_PatrolAOP_21 MOD010 GAsigned_04.23.2021 (RES-2021-330 : FY 2021 Forest Service Law

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

The Cooperator will furnish the Forest Service with itemized monthly statements for expenditures. The statement shall be in sufficient detail to allow the Forest Service to tie these expenditures back to reimbursable expenses and the rate schedule and shall be certified by the County of Mariposa as being current and proper. These statements must be

Attachment: 17-LE-11051360-025 Mariposa_PatrolAOP_21 MOD010 GAsigned_04.23.2021 (RES-2021-330 : FY 2021 Forest Service Law

accompanied by a Law Enforcement Activity Report, form FS-5300-5, filled out as required by Provision 11-G of the Cooperative Law Enforcement Agreement 17-LE-11051360-025.

A. Mail copies of itemized billing statements to:

Rene Villanueva, Patrol Captain
USFS Law Enforcement
1600 Tollhouse Rd.
Clovis, CA 93611

Send hard copy invoices to:

US Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

Or fax to: 877-687-4984

Or e-mail scanned invoice to: sm.fs.asc_ga@usda.gov

Final billings for reimbursement must be received by the Forest Service before October 30, 2021 in order to receive payment. Please see agreement provision IV-V regarding use of funding in succeeding years.

Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$9,000.00	
Training		10
Equipment		10
Special Enforcement Situations		
Total	**$9,000.00**	

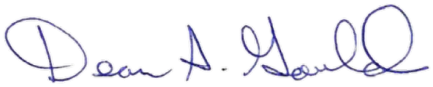
C. Any remaining funding in this Annual Operating Plan may be carried forward to the next FY2022 fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

Attachment: 17-LE-11051360-025 Mariposa_PatrolAOP_21 MOD010 GAsigned_04.23.2021 (RES-2021-330 : FY 2021 Forest Service Law

D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

Jeremy Briese, Sheriff
Mariposa County

Date



April 23, 2021

DEAN GOULD, Forest Supervisor
U.S. Forest Service, Sierra National Forest

Date

Marshall Long
Chairman

Date

DON HOANG
Special Agent in Charge, Pacific Southwest Region

Date

The authority and format of this agreement have been reviewed and approved for signature.

DAVID WAGNER Digitally signed by DAVID WAGNER
Date: 2021.04.23 08:24:15 -07'00'

DAVID WAGNER
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment: 17-LE-11051360-025 Mariposa_PatrolAOP_21 MOD010 GAsigned_04.23.2021 (RES-2021-330 : FY 2021 Forest Service Law

FS Agreement No. 17-LE-11051360-025

Modification No. MOD 011

EXHIBIT B

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between The
COUNTY OF MARIPOSA
And the
USDA, FOREST SERVICE
SIERRA AND STANISLAUS NATIONAL FORESTS

2021 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the County of Mariposa (Mariposa County Sheriff's Office), hereinafter referred to as "MCSO," and the USDA, Forest Service, Sierra and Stanislaus National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #-17-LE-11051360-025 executed on March 16, 2017. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 01, 2020 and ending September 30, 2021.

Previous Year Carryover: $10,189.71
FY 2021 Obligation: $1,810.29
FY 2021 Total Available Funding: $12,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Jeremy Briese, Sheriff Mariposa County P.O. Box 276 Mariposa, CA 95338-0276 Phone: 209-966-3615 **FAX:** 209-742-5090 **E-mail:** jbriese@mariposacounty.org	Andrea Stewart, Admin. Asst. to Sheriff Mariposa County P.O. Box 276 Mariposa, CA 95338-0276 Phone: 209-9663615 **FAX:** 209-742-5090 **E-mail:** astewart@mariposacounty.org

Attachment: 17-LE-11051360-025 Mariposa Drug AOP 2021 Mod011 GA (RES-2021-330 : FY 2021 Forest Service Law Enforcement Agreement)

Cooperator Alternate Contact
Kevin Packard, Captain Mariposa County P.O. Box 276 Mariposa, CA 95338-0276 Phone: 209-966-3615 **FAX:** 209-742-5090 **E-mail:** kpackard@mariposacounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Cooper Fouch, Special Agent Sierra National Forest 1600 Tollhouse Road Clovis, CA 93611 Phone: 559-862-7498 E-mail: cooper.fouch@usda.gov	Rachelle Youngblood Investigative Analyst Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 **Office:** 707-980-4435 **FAX:** 707-562-9031 **E-mail:** Rachelle.Youngblood@usda.gov

U.S. Forest Service Program Coordinator Contact
Joseph Sadowski Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 Phone: 707-562-9170 **FAX:** 707-562-9031 **E-mail:** Joseph.Sadowski@usda.gov

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV- I of Agreement No. 17-LE-11051360-025, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:

A. The *U.S. Forest Service* agrees:

Attachment: 17-LE-11051360-025 Mariposa Drug AOP 2021 Mod011 GA (RES-2021-330 : FY 2021 Forest Service Law Enforcement Agreement)

1. To reimburse **MCSO** for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including;

   a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.

   b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.

2. To reimburse **MCSO** for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:

   a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.

   b. Apprehension of persons suspected of producing or trafficking controlled substances.

   c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.

   d. Prosecution of persons suspected of producing or trafficking controlled substances.

3. To reimburse **MCSO** for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

   Note: **MCSO** retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse **MCSO** for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

   Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

B. **MCSO** agrees:

Attachment: 17-LE-11051360-025 Mariposa Drug AOP 2021 Mod011 GA (RES-2021-330 : FY 2021 Forest Service Law Enforcement Agreement)

1. Within its capability, to perform the following activities on National Forest System lands:

   a. Detect and inventory locations associated with illegal production or trafficking of controlled substances and notify the U.S. Forest Service of such locations as soon as possible.
   b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.

   c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.

2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II**, **A** of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The *U.S. Forest Service* and **MCSO** mutually agree to the following:

1. The following rate schedule will apply to all expenditures that may be reimbursed to **MCSO** under this agreement;

Deputy Sheriff (base)	$36.23 per hour,
Sergeant (base)	$45.56 per hour,
Salary (Overtime)	$Base + ½ per hour,
Per Diem cost	Actual documented costs not to exceed the Federal Per Diem Rates (www.gsa.gov)
Travel (mileage and fares)	$0.51 per mile
Helicopter flight time	Actual documented costs,
Supplies or equipment (copies of invoices needed for reimbursement)	Actual documented costs

2. The total expenditures of **MCSO** that may be reimbursed may not exceed…. **$12,000**
   The total expenditures for item **A.4** may not exceed…… **10%** of the total allocation.

D. **Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.**

III. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

Attachment: 17-LE-11051360-025 Mariposa Drug AOP 2021 Mod011 GA (RES-2021-330 : FY 2021 Forest Service Law Enforcement Agreement)

MCSO will furnish *monthly itemized statements* of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.

a. Mail copies of itemized billing statements (Attachment A) to:
Send photo copy to:

Rachelle Youngblood, Investigative Analyst
Pacific Southwest Regional Office - LEI
1323 Club Drive
Vallejo, CA 94592

Cooper Fouch, Special Agent
Sierra National Forest
1600 Tollhouse Rd.
Clovis, CA 93611

b. Send hard copy invoices to:
U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

Or fax to: (877) 687-4894
Or e-mail scanned invoice to: sm.fs.asc_GA@usda.gov

c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before October 31, 2021 in order to receive payment.

d. Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.

Job Code: NFLE0521 1360

Attachment: 17-LE-11051360-025 Mariposa Drug AOP 2021 Mod011 GA (RES-2021-330 : FY 2021 Forest Service Law Enforcement Agreement)

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

Jeremy Briese, Sheriff — Date
Mariposa County

Marshall Long, Chairperson — Date
Mariposa County Board of Supervisors

DON HOANG, Special Agent in Charge — Date
U.S. Forest Service, Pacific Southwest Region

The authority and format of this agreement has been reviewed and approved for signature.

DAVID WAGNER Digitally signed by DAVID WAGNER
Date: 2021.04.21 11:57:35 -07'00'

DAVID WAGNER — Date
U.S. Forest Service, Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment: 17-LE-11051360-025 Mariposa Drug AOP 2021 Mod011 GA (RES-2021-330 : FY 2021 Forest Service Law Enforcement Agreement)

MARIPOSA COUNTY

Public Works · 209 966 5356

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Adopt a Resolution Allocating of TDA Funds for FY 20/21

RECOMMENDED ACTION AND JUSTIFICATION:
Adopt a Resolution allocating the Transportation Development Act (TDA) Funds for Fiscal Year 2020-2021.

The Local Transportation Commission (LTC) annually allocates Transportation Development Act (TDA) revenues from the Local Transportation Fund to the eligible departments. This Resolution formally approves the transfer of funds that were approved in the adoption of the Fiscal Year 2020-2021 Budget.

Revenue for the Local Transportation Fund (Fund #031) is provided by 1/4 percent of the State sales tax and must be used for transit related purposes.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has recognized and approved similar resolutions each fiscal year. The Fiscal Year 2019-2020 allocation was approved June 16, 2020 (Resolution No. LTC 2020-7).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the TDA funds are not formally allocated by the LTC, the revenue would not be available in several budgets to cover budgeted expenditures.

FINANCIAL IMPACT:
Funding will be transferred out of the Local Transportation fund to the following budgets: Transportation Planning ($125,000); Pedestrian/Bikeway ($8,000); Transit ($15,000); Regional Transit Services ($191,000); Unmet Needs ($5,000); Road Fund ($345,833).

ATTACHMENTS:
LTC Annual TDA Resolution FY 20-21 (PDF)

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

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION

RESOLUTION NO. LTC _____

A RESOLUTION ALLOCATING TRANSPORTATION DEVELOPMENT ACT FUND REVENUES FOR THE 2020-2021 FISCAL YEAR

WHEREAS, the Mariposa County Transportation Commission is the Regional Transportation Planning Agency; and,

WHEREAS, the Commission is authorized to accept claims against and make allocations from the Local Transportation Fund; and,

WHEREAS, the County budgeted for administrative, planning and transit activities for the 2020-2021 Fiscal Year; and,

WHEREAS, the Commission made findings in accordance with Public Utilities Code Section 99401-5 at the time of the June 23, 2020, Unmet Needs Hearing.

NOW THEREFORE, BE IT RESOLVED by the Mariposa County Transportation Commission that the Transportation Development Act Funds for the 2020-2021 Fiscal Year in the amount of $689,833 be allocated within Mariposa County as follows:

1. Administration $ 0
   Article 3, Section 99233.1 & 99233.2, Public Utilities Code, Div. 10, Part II, Chapter 4

2. Transportation Planning $125,000
   Article 3, Section 99233.2 Public Utilities Code, Div. 10, Part II, Chapter 4

3. Pedestrian/Bikeway $ 8,000
   Article 3, Section 99233.3 Public Utilities Code, Div. 10, Part II, Chapter 4

4. Mariposa County Transit System including Meditrans $ 15,000
   Article 4.5, Section 99275 Public Utilities Code, Div. 10, Part II, Chapter 4

5. Regional Transit Services including contracts for YARTS $191,000
   Article 8, Section 99400c Public Utilities Code, Div. 10, Part II, Chapter 4

6. Unmet Needs $ 5,000
   Article 8, Section 99401.5 Public Utilities Code, Div. 10, Part II, Chapter 4

7. Mariposa County Streets and Roads $345,833
   Article 8, Section 99402 Public Utilities Code, Div. 10, Part II, Chapter 4

Attachment: LTC Annual TDA Resolution FY 20-21 (LTC-2021-18 : Adopt a Resolution Allocating of TDA Funds for FY 20/21)

PASSED AND ADOPTED by the Mariposa County Transportation Commission this 8th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Marshall Long, Chair
Mariposa County Transportation Commission

ATTEST:

_____
RENE LAROCHE, Clerk of Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM, County Counsel

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2021-331

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Proposed Code Compliance Advisory Committee

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Establishing the Mariposa County Code Compliance Advisory Committee (CCAC) and Approving a Supplemental Questionnaire for CCAC Membership Applications.

Action is based on direction given to staff by the Board of Supervisors at their meetings on November 10, 2020 (following denial of County Code Amendment No. 2019-218 and discussion of procedural options) and March 16, 2021 (following discussion and direction regarding "increasing non-compliance with existing county codes").

RESULT:
The resolution establishes a 9-member citizens' advisory committee to the Board of Supervisors. The resolution establishes purposes and tasks, responsibilities, membership considerations for appointment, and other procedural requirements for the committee. The purpose of the committee is to make recommendations to the Board of Supervisors for potential amendments to code compliance procedures. The resolution also approves a supplemental questionnaire for committee membership application.

CONSIDERATIONS:
The draft documents presented for Board consideration were based on:

1. Other resolutions establishing advisory committees to the Board of Supervisors,
2. Discussion by the Board of Supervisors at their meetings on November 10, 2020 and March 16, 2021, and
3. Input from citizens who are interested in a collaborative process with the County to develop recommendations regarding code compliance procedures and alternatives.

PROPOSED NOTICING FOR CCAC MEETINGS:
The draft resolution (Exhibit A, Section 8a - 8f) contains requirements for noticing a CCAC meeting that exceed state law and local policy.

State law (The Brown Act) currently requires that an agenda be posted at the meeting location and on-line. Planning also routinely publishes advisory committee meeting notices in the *Mariposa Gazette* and has recently started posted notices in the

Yosemite Express as well.

NOTICING THIS ACTION BY BOARD:
This action by the Board was noticed in local newspapers, including the *Mariposa Gazette* and the *Yosemite Express*. This action was also noticed on-line. Finally, hard copy notices of this action were posted in sixteen (16) locations throughout the county.

NEXT STEPS:
If the Board establishes the CCAC, next steps will include the following:

1. Staff will notice vacancies on the committee.
2. Staff will receive applications from persons interested in serving on the committee.
3. Staff will schedule an item at a future Board meeting, for the Board to appoint members to serve on the committee. All applications will be presented to the Board for consideration.
4. Once appointments have been made, an initial meeting of the CCAC will be scheduled.

NOTE:
The original version of the resolution which was posted for public information included provisions for a social media coordinator (to be an officer of the committee). These provisions were removed from the resolution during legal review of the item, based upon the County's Website Video and Social Media Policy, adopted January 22, 2019. On page 4 of the policy, under "Policy Responsibilities", it states, "Department Heads will appoint a social media moderator within their department to manage the social media account and to ensure that appropriateness of content. The designated moderator should: Be a Mariposa County employee or contractor [emphasis added]; be familiar with Mariposa County policies; understand the scope of responsibility, and be appropriately trained regarding county regulations and policies to interact on behalf of a department." [Emphasis added.]

A citizen member of the CCAC would not qualify under the policy that requires that the moderator be either an employee or a contractor. In addition, it would be difficult to monitor "other Facebook pages" used by Mariposa residents to ensure that they are set up with no comments.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
November 10, 2020: The Board of Supervisors denied County Code Amendment No. 2019-218 and discussed procedural options.

March 16, 2021: The Board of Supervisors discussed and gave direction to staff regarding "increasing non-compliance with existing County Codes".

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternatives: Amend text within the resolution, including makeup of advisory committee, membership requirements, noticing requirements and/or tasks and responsibilities.

Negative action: Do not adopt resolution. No advisory committee for code compliance would be established.

FINANCIAL IMPACT:
No direct costs, although there is a staff time commitment to prepare educational and action items for the CCAC, and to staff the CCAC meetings.

ATTACHMENTS:
210608 Draft BOS Resolution Establishing Code Compliance Advisory Committee amended (PDF)
210517 Notice of Proposal to Establish Code Compliance Advisory Committee (PDF)

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

.

DRAFT

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No 2021-___

A Resolution establishing the Mariposa County Code Compliance Advisory Committee (CCAC) and Approving a Supplemental Questionnaire for Membership Applications

---

WHEREAS, state law requires counties to prepare and adopt a General Plan to guide the future development of the county; and

WHEREAS, Mariposa County has an adopted General Plan; and

WHEREAS, Mariposa County implements the General Plan through local land use, development and permitting regulations in the Mariposa County Code, including zoning, building and environmental health regulations and marijuana regulations; and

WHEREAS, development codes are also established for the protection of public health and safety and for the protection of environmental quality; and

WHEREAS, Mariposa County is responsible for enforcement of these local regulations as well as state law; and

WHEREAS, Mariposa County Code establishes code enforcement procedures and requirements; and

WHEREAS, Mariposa County's procedures and requirements are not always effective in resolving code compliance matters; and

WHEREAS, there is an interest in pursuing amendments to the County's code compliance procedures and process to make the code compliance program more effective; and

WHEREAS, there is an interest in devising innovative public policy and programs that addresses residents' needs while also mitigating alleged violations; and

WHEREAS, the Board of Supervisors has considered the important role of collaboration between county staff, property owners, business owners and residents to research and develop recommendations for amended procedures and new policies and programs.

Attachment: 210608 Draft BOS Resolution Establishing Code Compliance Advisory Committee amended [Revision 1] (RES-2021-331 : Proposed

DRAFT

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby establish the Code Compliance Advisory Committee (CCAC) as an advisory body to the Board of Supervisors with purpose, tasks, responsibilities, and procedures as described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE BE IT FINALLY RESOLVED, that the Board of Supervisors does hereby approve a Supplemental Questionnaire for Membership Applications as shown in Exhibit B attached hereto and incorporated herein.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this __th day of _____, 2021 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Marshall Long, Chair
Board of Supervisors

ATTEST:

_____
René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: 210608 Draft BOS Resolution Establishing Code Compliance Advisory Committee amended [Revision 1] (RES-2021-331 : Proposed

Attachment: 210608 Draft BOS Resolution Establishing Code Compliance Advisory Committee amended [Revision 1] (RES-2021-331 : Proposed

EXHIBIT A

BOARD OF SUPERVISORS Resolution No. 2021-__
Establishing the Mariposa County Code Compliance Advisory Committee

1. Purpose and Tasks

The purpose and tasks of the Mariposa County Code Compliance Advisory Committee (CCAC) shall be as follows:

a. Develop recommendations to the Board of Supervisors for an effective code compliance process and program.

b. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.

c. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.

d. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

2. Responsibilities

The responsibilities of the Mariposa County Code Compliance Advisory Committee shall be as follows:

a. Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).

b. Review and understand existing Mariposa County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.

c. Review and understand the state's Ralph M. Brown Act (Brown Act) requirements.

d. Review and understand state law requirements for code compliance activities at a local level.

e. Review and understand due process requirements.

f. Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.

g. Review and learn about what other similar or neighboring jurisdictions do for code compliance.

h. Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

3. Membership

The Code Compliance Advisory Committee (CCAC) shall be established with nine (9) voting members. Membership requirements or considerations include the following:

a. Members shall reside in Mariposa County.

b. Members shall take an interest in issues associated with code compliance procedures, code compliance processing and public education.

c. Members may have special knowledge, expertise, or skills related to code compliance matters, including governmental procedures, county codes, development and construction permitting requirements, code compliance procedures and options, and/or legal matters. Such special knowledge, skills, or expertise is not mandatory to be appointed to the committee.

d. The committee may call upon representatives of other organizations or departments, and the general public as resources on certain topics related to the purpose, tasks and responsibilities of the committee.

4. Term and Manner of Appointment

Appointments to the CCAC shall be made by the Board of Supervisors based on review of applications submitted on the county's standard application form and a supplemental questionnaire.

Initial appointment of committee members shall be as follows:

- Four (4) members: one (1) year terms
- Three (3) members: two (2) year terms
- Two (2) members: three (3) year terms

Attachment: 210608 Draft BOS Resolution Establishing Code Compliance Advisory Committee amended [Revision 1] (RES-2021-331 : Proposed

Attachment: 210608 Draft BOS Resolution Establishing Code Compliance Advisory Committee amended [Revision 1] (RES-2021-331 : Proposed

If the initial appointments are made mid-term, the appointments shall minimally be for the terms listed above [e.g. the "one (1) year terms" may actually be one (1) year and five (5) months terms or one (1) year and two (2) month terms].

After the initial appointments, all terms will be for two (2) year periods.

All terms shall expire upon the last day of February of the appropriate year.

The Board of Supervisors may remove at any time and without cause any member of the CCAC.

5. Participation By Member Required, Vacancy

If any member of the CCAC is absent (unexcused) for two (2) consecutively scheduled meetings, then that member may be removed from the CCAC by the Board of Supervisors, and the Board of Supervisors shall fill the vacancy for the unexpired term.

6. Selection of Officers

At its first meeting, the CCAC shall elect a Chair, Vice Chair and Secretary to serve a term of one (1) year or until the successor of each is appointed and qualified.

Following the initial appointment of officers, elections shall occur at the first meeting of each calendar year.

7. Duties of Officers

The Chair shall preside at all meetings of the CCAC and shall perform all the duties necessary or incidental to the office, including approval of the agenda topics for the meeting.

The Vice Chair is chair in the absence or inability of the chair to act.

The Secretary shall maintain notes and prepare meeting minutes for the approval of the CCAC.

8. Meetings and Quorum

The CCAC shall hold its first meeting at the call of the Planning Director or designee. The CCAC shall establish a meeting schedule deemed necessary by the CCAC to accomplish its purpose. The approved meeting schedule shall be posted for informational

purposes on the CCAC's webpage within Mariposa Planning's web page, as well as on the Mariposa Planning Facebook page.

A quorum shall be a majority of those appointed as voting members. A quorum is required to transact any CCAC business at a regular meeting or special meeting.

Notice of CCAC meetings shall be posted and published by County staff not less than seven (7) days prior to the date of the meeting at the following locations:

a. Mariposa Planning Website page,

b. Mariposa Planning Facebook page,

c. The Mariposa County Government Center,

d. Publication in the *Mariposa Gazette*,

e. Other posted locations as determined by the CCAC, and

f. The meeting location.

The Planning Director or designee may supplement (increase) required notification in any manner deemed appropriate for the content of the proposed agenda.

Meetings of the CCAC shall be subject to the provisions of the California Open Meeting Law (Brown Act).

9. Administration and Support

a. County staff shall provide support to the CCAC. The Planning Director or designee shall be the lead member of County staff responsible for supporting the CCAC. The Planning Director or designee shall be empowered to call upon appropriate departments to provide information required to assist the CCAC in carrying out its designated purpose and tasks, and responsibilities.

b. The Planning Director or designee shall be responsible for meeting notices, preparation and distribution of meeting support materials, and coordinating the meeting arrangements.

c. If the CCAC does not appoint a secretary, the Planning Director or designee shall be responsible for preparation and publication of minutes for CCAC approval.

d. The Planning Director or designee shall be responsible for digitally recording the meetings and for the archival storage of electronic recordings.

Attachment: 210608 Draft BOS Resolution Establishing Code Compliance Advisory Committee amended [Revision 1] (RES-2021-331 : Proposed

DRAFT

Attachment: 210608 Draft BOS Resolution Establishing Code Compliance Advisory Committee amended [Revision 1] (RES-2021-331 : Proposed

EXHIBIT B

BOARD OF SUPERVISORS Resolution No. 2021-__
Establishing the Supplemental Questionnaire for CCAC Membership Applications

NOTE: This form will be made into a "fillable" pdf document for ease of use.

Name:

Mailing address:

Email address:

Street (physical) address:

Telephone:

Supplemental Questions – please respond to the following questions to help us evaluate your qualifications for this committee.

1. Why are you interested in being appointed to the CCAC?

2. Do you agree with the purpose and tasks of the CCAC, which are to:

    a. Develop recommendations to the Board of Supervisors for an effective code compliance process and program.

    b. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.

    c. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.

    d. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

    If you answered "no" to any of the above, please explain why:

3. If you are appointed as a member of the CCAC, do you accept the following established responsibilities:

    a. Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).

Attachment: 210608 Draft BOS Resolution Establishing Code Compliance Advisory Committee amended [Revision 1] (RES-2021-331 : Proposed

b. Review and understand existing Mariposa County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.

c. Review and understand the state's Ralph M. Brown Act (Brown Act) requirements.

d. Review and understand state law requirements for code compliance activities at a local level.

e. Review and understand due process requirements.

f. Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.

g. Review and learn about what other similar or neighboring jurisdictions do for code compliance.

h. Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

If you answered "no" to any of the above, please explain why:

4. Do you have any skills or special knowledge or expertise you could contribute to the CCAC efforts? What are those?

5. Are you able to devote time to attend meetings? CCAC Meetings may be conducted remotely or in person.

6. Are you able to devote time to review meeting packets ahead of meetings?

7. Is there any other information you'd like to share regarding your interest in being on this advisory committee?

Signature

Date

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209. 966. 5151 • FAX 209. 742. 5024

Sarah Williams, Director
swilliams@mariposacounty.org

May 17, 2021

Proposal to Establish a New Citizens' Code Compliance Advisory Committee

The Mariposa County Board of Supervisors will consider a proposal (adoption of a resolution) to establish a new citizens' advisory committee for code compliance. This proposal is based on direction given to staff by the Board of Supervisors at their meetings on:

- November 10, 2020 (following denial of County Code Amendment No. 2019-218 and discussion of procedural options), and
- March 16, 2021 (following discussion and direction regarding "increasing non-compliance with Existing County Codes")

Public Meeting Date: **Tuesday, June 8, 2021**

Public Meeting Time: **9 a.m. or as soon thereafter as possible (this item will be scheduled as a Regular Agenda Item)**

SUMMARY OF RESOLUTION: The proposed resolution would establish a 9-member citizens' advisory committee to the Board of Supervisors.

The proposed resolution establishes the **purpose and tasks** of the committee to:

a. Develop recommendations to the Board of Supervisors for an effective code compliance process and program.

b. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.

c. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.

d. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

The proposed resolution establishes the **responsibilities** of the committee to:

a. Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).

b. Review and understand existing Mariposa County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.

c. Review and understand the state's Ralph M. Brown Act (Brown Act) requirements.

d. Review and understand state law requirements for code compliance activities at a local level.

e. Review and understand due process requirements.

Attachment: 210517 Notice of Proposal to Establish Code Compliance Advisory Committee (RES-2021-331 : Proposed Code Compliance

f. Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.

g. Review and learn about what other similar or neighboring jurisdictions do for code compliance.

h. Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

The proposed resolution establishes **membership considerations** for a 9-member committee to be:

a. Members shall reside in Mariposa County.

b. Members shall take an interest in issues associated with code compliance procedures, code compliance processing and public education.

c. Members may have special knowledge, expertise, or skills related to code compliance matters, including governmental procedures, county codes, development and construction permitting requirements, code compliance procedures and options, and/or legal matters. Such special knowledge, skills, or expertise is not mandatory to be appointed to the committee.

d. The committee may call upon representatives of other organizations or departments, and the general public as resources on certain topics related to the purpose, tasks and responsibilities of the committee.

The proposed resolution also establishes by-laws for attendance, officers, meetings and quorum, noticing and administrative support. Application requirements for members are also proposed.

PUBLIC INPUT and COMMENTS: The public is invited and welcomed to review the Draft Resolution and provide comments and recommendations to the Board regarding text in the Draft Resolution. Written comments on the Draft Resolution may be directed to Sarah Williams, Director, Mariposa Planning, by U.S. mail to P.O. Box 2039, Mariposa, CA 95338 OR hand delivery to 5100 Bullion Street, Mariposa, CA 95338 OR by email to swilliams@mariposacounty.org

NEXT STEPS: If the resolution is adopted, vacancy notices will be posted and applications will be accepted for this committee. Once the application period has closed, the Board of Supervisors will select members for the committee at a public meeting.

For further information, contact Sarah Williams, Director, at (209) 966-5151 or by email at swilliams@mariposacounty.org.

Mailed for Posting: May 17, 2021 Posting Locations:

- Mariposa County Clerk's Office
- Mariposa County Courthouse
- Mariposa Planning Department
- Mariposa County Library
- Yosemite Valley Post Office
- Midpines Post Office
- Catheys Valley Post Office
- Coulterville Post Office
- El Portal Post Office
- Wawona Post Office
- Bootjack Store
- Woodland Gas Food and Liquor
- Fish Camp Post Office
- Greeley Hill Community Club
- Hornitos Post Office
- Lake Don Pedro Market
- Yosemite West Community Board
- www.mariposacounty.org/planning

Please leave posted until 5 p.m. June 8, 2021

Attachment: 210517 Notice of Proposal to Establish Code Compliance Advisory Committee (RES-2021-331 : Proposed Code Compliance

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-332

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: SiteLogIQ Agreements

RECOMMENDATION AND JUSTIFICATION:
PUBLIC HEARING: Approve a Facility Solutions Master Agreement and a Solar Operations and Maintenance Agreement with SitelogIQ; and Authorize the Board Chair to Sign the Agreements.

This action is the final agreement to move forward with an energy pilot project composed of three major initiatives: lighting system retrofit at eight locations, solar installation at six locations, and HVAC replacement and rebalancing at one location. Funding is anticipated to come from a combination of low-interest financing and the sale of Rule 20A credits or American Rescue Plan Act (ARPA) relief funds. The project addresses some deferred maintenance needs and generates a long-term savings; staff recommends approval at this time.

Currently, County facilities have a mixture of lighting technologies. Past modernization and retrofit projects included the upgrading of several sites with first generation electronic ballasts and T8 fluorescent lamps. Areas not inclusive of these past projects are still using older style inefficient magnetic ballasts and T12 fluorescent lamps. These areas include the Public Works Office, the Mariposa County Landfill, the Sheriff's Office, the history museum, the county jail, the Health and Human Services facility, the Parks and Recreation office, and the Government Center.

Lighting system retrofits at these locations will install high efficiency, low wattage electronic ballasts with LED lamps. Optical imaging reflectors will be installed where applicable to maximize overall fixture efficiency. Exterior lighting at these locations will also be upgraded with new LED fixtures or lamps as applicable.

Solar photovoltaic system installation is also included in the project at six locations: the county jail parking lot, Government Center parking lot, the rest stop parking lot adjacent to the history museum, Public Works yard, on the roof of the composting facility at the landfill, and on the roof of the Parks and Recreation office. The Solar Operations and Maintenance Agreement included in this item requires SiteLogIQ to be responsible for maintenance of these systems for ten (10) years after installation is complete at an annual cost of $11,400 (increasing by three percent each year).

Finally, the project will redesign the HVAC system at the Government Center, replace 25-year-old HVAC units with newer, more efficient models, realign the duct work and controls to better heat and cool the building, and install a bi-polar ionization system that will help disinfect the air and provide the safest possible environment for the public that gather for meetings here and our staff.

The total cost of the project is anticipated to be $3,636,399. A final price is secured in the agreement after materials are purchased and the County could be responsible for up to $218,184 in additional contingency expenses. The California Energy Commission has approved an Energy Conservation Assistance Act (ECAA) loan for $2,838,826 of the total project cost. The ECAA loan is a 20-year loan at one percent (1%) interest and an annual debt service of $157,314. The remainder of the project is anticipated to be funded through the sale of Rule 20A credits, if approved by the California Public Utility Commission (CPUC), or federal ARPA funds.

The agreements require all project work to be completed within a twelve-month period. This item has been appropriately noticed as a public hearing in the Mariposa Gazette pursuant to California Government Code section 4217.12(a).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors discussed this item on February 11, 2020, and directed staff to move forward with SiteLogIQ on designing the best project for Mariposa County. That pilot project was presented to the Board on October 27, 2020 and staff was again directed to continue moving forward.

On November 24, 2020, the Board approved an application for an ECAA loan with Resolution 20-690. The Board also approved an agreement to engage McLiney and Company for municipal financial advising services. After thorough review, McLiney advised moving forward with the financing recommended here. There will be no charge for McLiney's review and services on this project.

On April 20 and 27, 2021, the Board approved agreements to sell CPUC Rule 20A credits to other municipal jurisdictions for a combined $1,565,324. Pacific Gas and Electric (PG&E) has decided not to honor that transaction until the CPUC provides further direction. The next CPUC meeting is scheduled for June 3. Should this transaction not be allowed, Mariposa County is scheduled to receive approximately $3.3 million in ARPA relief funding.

On May 16, 2021, the California Energy Commission approved the County's ECAA loan application.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will need direction on how to proceed.

FINANCIAL IMPACT:

Base installation cost (not including contingencies) is anticipated to be $3,636,399. Ongoing maintainance is $11,400 per year and increasing three percent (3%) each year. The project is anticipated to create a net savings each year aggregating to $1.7 million by year 10 and $10.8 million over the useful life of the equipment (30 years).

ATTACHMENTS:
Mariposa County Contract_6-2-2021_SIQ Clean (1)(PDF)
County of Mariposa Solar OM Agreement_5.27.2021_SIQ(PDF)

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

FACILITY SOLUTIONS MASTER AGREEMENT

by and between

County of Mariposa

and

SitelogIQ, Inc

1501 El Camino Ave, Suite 201

Sacramento, California, 95815

CA Contractor License #: 1054171

June 3, 2021~~June 2, 2021~~

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

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Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

FACILITY SOLUTIONS AGREEMENT

This FACILITY SOLUTIONS AGREEMENT ("Agreement"), dated as of April __, 2021, ("Effective Date"), is by and between County of Mariposa, a Political Subdivision of the State of California ("County") and SitelogIQ, Inc., a Delaware corporation ("Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, County desires to reduce energy consumption and operational expenses through the installation of energy conservation and energy generation technologies ("System");

WHEREAS, California Government Code § 4217.10 et seq. authorizes Cities, Counties, and Special Districts to enter into agreements, contracts and related documents with private sector entities for developing energy generation and conservation projects upon County's finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to County;

WHEREAS, County has assigned specific areas on County properties (each one, a "Site") on which the solar and energy conservation measures (each one, a "System") will be constructed;

WHEREAS, County desires to engage Contractor to install energy efficiency upgrades, design, supply and install selected and listed scope of work at each Site; and

WHEREAS, Contractor desires to provide such turnkey upgrades, design, supply and installation services, all in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor is a full-service energy services company with the technical and financial capabilities to provide services to the County, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

AGREEMENT

1. DEFINITIONS.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in **Exhibit A**; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation," (d) references to "Sections" and "Exhibits" shall be to sections and exhibits of this Agreement; (e) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. CONTRACTOR CERTIFICATIONS

This Agreement includes the following contractor certifications, the forms of which are attached in **Exhibit B**, which must be completed by Contractor prior to commencement of the work on the Systems:

i. Drug-Free Workplace / Tobacco-Free Environment Certification (**Exhibit B-1**)

ii. Non-collusion Declaration (**Exhibit B-2**)

3. GENERAL

3.1. Scope of Work

(a) Contractor shall furnish to County turnkey energy efficiency upgrades and the engineering, design, procurement, construction management, installation, construction, monitoring, and commissioning of energy generation systems (each one a "System") installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").

(b) Operations and maintenance are not a part of this Agreement. County shall enter into a separate contract for operations and maintenance.

(c) Project will be executed by individual Work Orders for each Project that are independently executed and attached in **Exhibit C ("Work").**

(d) Work shall be performed in accordance with this Agreement, Contractor's Energy Conservation Findings, and Exhibits attached hereto.

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

3.2. Contract Price

(a) Contract Price. Subject to adjustments and/or the issuance of additional of Work Orders as set forth in this Agreement, Contractor agrees to perform the Work for the price as defined in each Work Order ("Work Order Price") as detailed in **Exhibit C.** The total value of the Contract is the summation of the Work Order Prices, as updated from time to time ("Contract Price"):

(i) Payment of the Contract Price shall be made in compliance with the process described in **Exhibit C.**

3.3. Protective Measures.

(a) Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work, subject to the limitation of liability contained in Section 7.5.

(b) Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.

(c) Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.

3.4. Prevailing Wage.

(a) California Labor Code. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects in excess of $1,000. In addition, Contractor and each Subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or Subcontractor.

(b) Certified Payroll Records. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within ten (10) Business Days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.

(c) Payment Withholding. Pursuant to 8 CCR 16463(e), the County may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.

(d) Site Access.

(i) Contractor shall provide site access to Department of Industrial Relations personnel upon request.

(ii) Construction staging areas, storage areas, access, parking, Site use, etc. must be acceptable to County at all times. Site access and use will be limited. At no times shall public roads or sidewalks be blocked.

(iii) Driveways and Entrances: Contractor shall keep driveways, entrances, and fire access roads clear and available to County, County's employees, and emergency vehicles. Contractor shall not use these areas for parking or storage of materials.

(iv) Contractor shall schedule deliveries to minimize use of driveways and entrances.

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

(v) Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

(vi) Parking: Designated Contractor parking areas will be assigned. All vehicles should be locked as the County cannot guarantee observation of Contractor or public vehicles.

(vii) Contractor shall confine operations on the Site to areas indicated in the Contract Documents and as directed by County. Portions of the Site beyond areas on which Work is indicated are not to be disturbed. Contractor shall conform to Site rules and regulations affecting the Work while engaged in project construction.

(e) Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate, conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.

(f) Prevailing Rate Penalty. Contractor shall, as a penalty, forfeit not less than Two Hundred Dollars ($200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

3.5. Site Conditions.

(a) Contractor has conducted a full and complete visual inspection of each Site, including (a) the readily apparent surface conditions of any areas where a System will be installed in or on the ground, including areas where utilities are located such as manhole covers, pull boxes, marked underground service areas, etc., (b) all staging, storage, delivery, and other areas necessary to perform the Work, (c) ingress to and egress from each Site for all supplies, personnel and Equipment, and (d) all as-built drawings, Site layout, easement and other documentation provided by County to Contractor, and (e). extent of the Work, locality, actual

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto, and (f) has considered the physical conditions at or contiguous to the sites or otherwise that may affect the cost, progress, performance or furnishing of the Work, as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.

(b) If any conditions exist, arise, or are discovered at the Sites that differ materially from those conditions that Contractor discovered or should have reasonably discovered based on the inspections set forth in this Section, including without limitation, conditions related to Hazardous Materials or archeological findings, soils conditions, ground water, rock, caving, or subsurface obstructions of which Contactor was not aware on the date of this Agreement or could not reasonably be expected to anticipate based on the inspection described above, and such conditions involve the incurrence by Contractor of any material expenses to correct or accommodate such conditions (hereinafter, "Unanticipated Condition"), Contractor shall submit a request for a Change Order to County. County and Contractor may mutually agree to modify the Work to offset the Change Order request to comply with County budget limits.

3.6. Labor.

Contractor shall be responsible for all Contractor labor-related delays or disruption of the progress of the Work. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. Contractor shall advise County promptly in writing of any actual or threatened labor dispute of which Contractor has knowledge that might materially affect the performance of the Work by Contractor or by any of its Subcontractors. Notwithstanding the foregoing, (a) the settlement of strikes, walkouts, lockouts or other labor disputes shall be at the discretion of the Party having the difficulty, (b) a labor-related delay shall not give rise to a change in the Construction Schedule unless such delay constitutes a Force Majeure Event under paragraph (c) of the definition thereof, and (c) in no event will labor-related delays or difficulties give rise to additional payments to Contractor.

3.7. Insurance.

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(a) Contractor and County, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in Exhibit E.

(b) County and any lenders to the County shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/ excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add County or any lender as additional insureds under its worker's compensation insurance policy.

(c) Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party thirty (30) Calendar days (or ten (10) Calendar days in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.8. Performance of the Work.

(a) Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

Contractor agrees to bind every Subcontractor by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.

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(b) Contractor agrees to use, and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.

(c) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant to Industry Standards and as required by Applicable Law. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

3.9. Hazardous Materials.

(a) Contractor hereby specifically agrees to indemnify, defend and hold County, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

(i) any release of a Hazardous Material brought on to the Site by Contractor, or any pre-existing Hazardous Materials that, through Contractor's sole negligence, are released or disturbed at the Site;

(ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor; and

(iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor.

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(b) County hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

(i) any release of a Hazardous Material brought on to the Site by County, County Representative, or Third Party and any pre-existing Hazardous Material except pre-existing Hazardous Material released or disturbed at the Site through Contractor's negligence;

(ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by County or County Representative; and

(iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by County or County Representative.

3.10. Suspension of the Work.

(a) If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than fifteen (15) Business days written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If County issues full payment of the undisputed invoice within fifteen (15) Business days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section continues for more than two (2) months,

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Contractor shall be entitled to, at its sole discretion, terminate this Agreement.

(b) County may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3 continues for more than six (6) months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.

(c) In the event that the Work is totally or partially suspended, the Party that has caused the suspension (whether by reason of an act, omission or default) shall bear all the damages, costs and expenses caused by the suspension. If the suspension is not due to an act, omission or default of any of the Parties, and such delay falls under the definition of an Excusable Delay, then the deadlines of this Agreement will be extended for the same period of the suspension, or for such other period that the Parties deem reasonable in view of the circumstances, and County shall assume any costs arising under the effects of the suspension on the obligations of the Parties under this Agreement. Notwithstanding the occurrence or continuation of any Force Majeure Event, the provisions of this Section shall apply.

(d) After the resumption of the performance of the Work, Contractor shall, after due notice to County, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Work Order Price, so long as the suspension did not arise due to any act, omission or default on the part of Contractor.

3.11. Taxes.

The Work Order Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that County shall pay

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and have exclusive liability with respect to any taxes payable with respect to County's income. Contractor shall hold harmless, indemnify and defend County, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Contractor and County shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

3.12. Liens.

Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from County.

3.13. Compliance with Applicable Laws.

(a) Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws.

3.14. Energy Credits.

County recognizes that the designer/contractor under this project may be eligible for a tax deduction for energy efficient commercial buildings under §179D of the Internal Revenue Code. County agrees and recognize that Contractor will be the designer of this project for purposes of the §179D deduction. County shall cooperate with Contractor in completing the paperwork and certifications necessary to allow Contractor to claim any §179D or other energy efficient commercial buildings tax deduction" provided credits cannot be used by or benefit County. Performance & Payment Bonds.

3.15. Performance and Payment Bond.

Contractor shall submit a Performance Bond and Labor and Payment Bond in accordance with County requirements.

3.16. Title; Risk of Loss.

(a) From Effective Date and until the date of Substantial Completion for the Work subject to the applicable Work Order, Contractor assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.

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(b) County shall bear the risk of loss and full responsibility with respect to the System from and after the date of Substantial Completion of the Work subject to the Work Order.

(c) Notwithstanding anything herein to the contrary, County shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the System applicable to the Work Order and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or County for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of County or its agents, employees or representatives.

(d) Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for ownership by County in the operation of that portion of the System subject to the particular Work Order shall pass to the County upon the achievement of Substantial Completion of the Work required by that Work Order.

4. PRICE AND PAYMENT

4.1. Contract Price.

(a) The Work Order Price is lump sum fixed price for the scope proposed and includes all expenses to be incurred by Contractor including, but not limited to, equipment and materials, erection, construction, commissioning, inclusive of cost of travel and lodging expenses, applicable permits (other than the County Permits), services, supplies, labor, appurtenances, fees, charges, and taxes, related to Contractor's performance of its obligations under this Agreement.

(b) Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the County shall be resolved through a Change Order to this Agreement.

(c) If applicable and approved by County, any additional Work not otherwise specified in Exhibit C shall be resolved through a Change Order to this Agreement. County and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with County budget limits.

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(d) The Work Order Price shall only be changed by Change Order approved by Contractor and County.

4.2. Payment.

(a) County shall pay to Contractor the progress payments set forth in Exhibit C when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

(b) County shall retain an amount equal to five percent (5%) of each Progress Payment. The County shall pay such retention upon Final Completion..

(c) Payments for all Work Orders shall be made by County within Thirty (30) calendar days of receipt of the Contractor invoices. Invoices shall include any partial Lien releases and any other supporting documentation that County may reasonably request. County shall notify Contractor of any missing documentation within five (5) Business Days of receipt of invoice.

(d) The following minimum content will be contained in, or delivered together with, any payment request from Contractor to County:

(i) Contractor address, phone number, and fax

(ii) Contractor invoice number and date

(iii) Project Site address(es)

(iv) Description of completed milestones since the immediately preceding payment request

(v) Total invoice amount

(vi) "Remit to" details (for wire transfer)

(vii) Lien waivers from major Subcontractors (>5% of Work Order Price)

(viii) Signature of authorized representative of Contractor, certifying as to the accuracy of the payment request.

(e) Overdue payment obligations of County hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the rate published by the *Wall Street Journal* as the "prime rate" on the date on which such interest begins to accrue plus two percent (2%). County shall allow Contractor to submit the CEC reimbursement documents to

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the CEC within ten (10) Business days after County's payment of Contractor's invoice. If the CEC delays payment to County for longer than thirty (30) Business days, or modifies the requirements for reimbursement, Parties shall negotiate in good faith to develop a solution that is acceptable to all Parties.

(f) County may withhold or, on account of subsequently discovered evidence, nullify and require repayment of the whole or part of any payment to the extent necessary to protect County from loss, including costs and actual attorneys' fees, on account of (1) any breach of this Agreement by Contractor; (2) claims filed or reasonable evidence indicating probable filing of claims; (3) failure of Contractor to make payments properly to its Subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that the Work to be completed as a condition to a payment has properly been completed; (5) penalties assessed against County for failure of Contractor to comply with state, federal or local laws and regulations; or (6) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Contractor.

(g) Contractor shall be entitled to, an increase in the Contract Price where the cost to Contractor for any raw-material or component (including without limitation, solar panels, tracking equipment, inverters, lighting and mechanical system components or any other equipment necessary to complete the work required by this Agreement) increases greater than two percent (2%) any time prior to construction mobilization. Contractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or system components, or other costs of any kind resulting from the changes. Should an increase arise; parties shall negotiate in good faith to develop a solution to pay for the increase and/or a fair or equitable reduction in scope to cover such increase.

(h) For any County caused delay or suspension lasting longer than 180 Calendar days, Contractor shall be entitled to a reasonable increase in the Contract Price for an increase in cost for materials, equipment, labor, taxes, tariffs, or other items necessary to complete the work. Should an increase arise; a fair and equitable solution will be negotiated in good faith between the County and Contractor for any additional costs required.

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5. COMMENCEMENT & COMPLETION

5.1. Commencement and Substantial Completion.

(a) Contractor shall perform the Work as soon as practicable following the receipt of County Notice to Proceed.

(b) County shall provide access to the sites to complete the Work.

(c) The Contractor shall achieve Substantial Completion as set forth in Work Order. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:

(i) Unanticipated Conditions which directly affect the Project Milestones;

(ii) Changes in the design, scope, or schedule of the Project required by the County;

(iii) Breach of this Agreement by County;

(iv) Suspension of the Work for more than 180 Calendar Days; or

(v) Force Majeure Event.

(d) The following are conditions precedent to Substantial Completion:

(i) the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for non-critical punchlist items that do not affect operations;

(ii) the electrical infrastructure and the grid connection for the System is mechanically, electrically and functionally complete and capable of interconnection with the local utility;

(iii) County and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and maintenance manuals, operation and maintenance training, permission to operate by local utility, Performance Test, and final lien waivers; and

(iv) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.

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(e) When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to County containing sufficient detail to enable County to determine that Contractor has complied fully with the requirements of Section 5.1(d). Within ten (10) Business days after receipt of such notice, County shall either issue to Contractor the Certificate of Substantial Completion in a form similar to Exhibit F, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event County determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(d), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to County another notice as set forth above. This procedure shall be repeated until such time as County has acknowledged Substantial Completion subject to Section 5.1(f).

(f) All punchlist items shall be completed no later than sixty (60) Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of Contractor to fulfill this obligation shall entitle County to complete the pending works on its own. County shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.

(g) Any dispute between County and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 5.1 shall be resolved in accordance with Section 8.5.

5.2. Final Completion.

(a) Final Completion of the System shall be deemed to have occurred only if:

(i) all punchlist items contemplated in Section 5.1(d)(iii) have been completed or waived;

(ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to County;

(iii) on-site operation and maintenance training as required has occurred;

(iv) all final Lien waivers have been obtained;

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(v) a Certificate of Final Completion in a form similar to Exhibit F is duly signed and recorded by County's Representative and the Contractor's Representative; and

(vi) local utility has provided a permission to operate.

(b) Upon Final Completion, Contractor shall submit to County a Certificate of Final Completion in a form similar to Exhibit F certifying that all of the foregoing conditions have been satisfied. County shall, within ten (10) Business Days after the receipt by County of such written certificate, execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall thereupon issue to County another notice as set forth above. This procedure shall be repeated until such time as County has acknowledged Final Completion.

(c) Any dispute between County and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 5.2 shall be resolved in accordance with Section 8.5.

(d) Should the Contractor fail to achieve Final Completion of this Agreement within the time fixed for Final Completion, together with extensions granted by the County for Excusable Delays, Contractor shall be charged the amount of $250 per calendar day for each day the Agreement remains incomplete beyond the time for Final Completion, as liquidated damages and not as a penalty. Contractor shall not be charged with liquidated damages when the delay in completion of the work beyond the time for Final Completion is due to acts of the County or by an Excusable Delay. It is expressly stipulated and agreed by Contractor and County that it would be impractical and extremely difficult to fix the actual amount of damages.

5.3. Inspection.

All Work performed by Contractor and all Equipment shall be subject to inspection by County, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to County or County's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and subject to compliance with Site safety rules and policies. County shall

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ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

6. REPRESENTATIONS & WARRANTIES

6.1. Representations and Warranties of Contractor.

Contractor represents and warrants to County that:

(a) Contractor is a Delaware corporation, duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.

(b) Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a Subcontractor) the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Work Order Price.

(c) The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.

(d) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.

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(e) All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.

(f) The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.

(g) Contractor Not Employee of County: It is understood and agreed that in no instance is any party, signing this Contract for or on behalf of County or acting as an employee or representative of County, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

(h) Non-Discrimination: Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

(i) Severability: The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

(k) RETENTION OF RECORDS. Pursuant to Government Code Section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

6.2. Representations and Warranties of County.

County represents and warrants to Contractor that:

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(a) County is a California County, duly organized, validly existing, and in good standing under the laws of the State of California, and has full legal capacity and standing to pursue its purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.

(b) The execution, delivery and performance by County of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.

(c) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to County's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of County or in any impairment of its ability to perform its obligations under this Agreement.

(d) County will exercise commercially reasonable efforts to procure funding for the Project within three-hundred and sixty-five (365) Calendar days of the Effective Date.

(e) County has proof of funds, to the satisfaction of the Contractor, that are necessary from time to time to pay Contractor the Work Order Price in accordance with the terms of this Agreement.

(f) The individual executing this Agreement on behalf of County is duly authorized to execute and deliver this Agreement on behalf of County and this Agreement is binding upon County in accordance with its terms.

7. BREACH & TERMINATION

7.1. Termination by County for Cause.

(a) Contractor agrees that County shall be entitled to terminate this Agreement for cause upon the occurrence of any of the following circumstances:

(i) Except as otherwise permitted under this Agreement, Contractor abandons the entire Work for more than ninety (90) Calendar days or fails to commence the Work within one-

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hundred and eighty (180) Calendar days after receiving the Notice to Proceed, and after expiration of said period fails to commence or continue performance of the Work within ten (10) Business days of Contractor's written notice from County to commence or continue performance of the Work;

(ii) Contractor commits a material breach of this Agreement, and Contractor does not commence the cure of said breach and thereafter diligently pursue to completion the cure of said breach, within thirty (30) Calendar days following Contractor's receipt of written notice thereof from County, or

(iii) Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.

(b) Upon the occurrence of any of the foregoing, County may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. County shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise. County shall also pay Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.2. Termination by County for Convenience.

(a) Contractor agrees that County shall be entitled to terminate this Agreement for Convenience upon the occurrence of any of the following circumstances:

(i) Upon exercising commercially reasonable efforts, County shall be entitled to terminate this Agreement if it is unable to procure funding for the Project within three-hundred and sixty-five (365) Calendar days of the Effective Date.

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(ii) If any covenant, condition or restriction upon the Site prohibits the installation of the System at the Site, County has the right to terminate this Agreement.

(iii) For unanticipated site conditions that are beyond the contemplation of the parties that create any additional costs to County.

(b) Upon the occurrence of any of the foregoing, County may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. County shall also pay Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.3. Termination by Contractor.

(a) Contractor may terminate this Agreement, for any of the following causes:

(i) If County makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.

(ii) If County fails to make any payment to Contractor hereunder when due and defined in Section 4, which failure remains uncured for thirty (30) Calendar days following County's receipt of written notice thereof from Contractor, the County shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against County with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in this Agreement.

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(iii) County shall reimburse Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.4. Indemnity.

(a) Contractor shall indemnify, defend (upon the request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent act, willful misconduct or breach of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, except where caused by the sole negligence or willful misconduct of County. Without limiting the generality of the foregoing, the same shall include injury, or death to any person or persons, damage to any property, regardless of where located, including the property of County, and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Contract on behalf of Contractor by any person or entity. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section shall not apply when the claim of infringement arises from a particular design, process or product of a particular manufacturer or manufacturers that Contractor is directed by County to use in connection with the Contract Documents, unless the Contractor has reason to believe there is an infringement of such intellectual property right.

(b) County shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees,

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agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of County or its agents or employees or others under County's control or (b) a breach by County of its obligations hereunder.

(c) County shall indemnify, defend and hold Contractor and its present and future direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from the challenge to the procedures under which this Agreement was approved by the County.

(d) Each Party shall indemnify, defend and hold the other Party, and its present and future governing board members, administrators, direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation by such Party (or in the case of Contractor, any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the System, including without limitation, any deliverable, (b) such Party's (and in the case of Contractor, any Subcontractor's) violation of any third-party license to use intellectual property in connection with the Work, including, without limitation, any deliverable.

(e) If any claim is brought against a Party (the "Indemnified Party") that gives rise to a potential indemnity claim under this Section, then the Indemnified Party shall give written notice of said claim to the other Party (the "Indemnifying Party"). Upon receipt of written notice of the claim, the Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. Where the Indemnifying Party has elected not to assume the defense of a claim that gives rise to a potential indemnity

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claim under this Section, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable and necessary defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

7.5. Limitations of Liability.

(a) IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR COUNTY OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FORPUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES. NOTHING IN THIS SECTION SHALL LIMIT THE WARRANTIES GRANTED IN THE SCOPE OF WORK FOR EACH WORK ORDER ATTACHED IN EXHIBIT C.

(b) Maximum Liability. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall (i) County's total liability arising out of or related to this Agreement exceed one-hundred percent (100%) of the Contract Price. Similarly, whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall Contractor's total liability arising out of or related to this Agreement exceed the insurance limits as defined in Exhibit E .

8. MISCELLANEOUS

8.1. Representatives.

(a) County Representative. County designates, and Contractor agrees to accept _____, as County Representative for all matters relating to Contractor's performance of the Work. The actions taken by County Representative regarding such performance shall be deemed the acts of County and shall be fully binding for County. County may, upon

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written notice to Contractor, pursuant to Section 8.6 hereof, change the designated County Representative.

(b) Contractor Representative. Contractor designates, and County agrees to accept, Kecia Davison as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written approval of County, such approval shall not be unreasonably approved pursuant to Section 8.6 hereof, change the designated Contractor Representative.

(c) Power of Representatives. The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or County, as applicable, under this Agreement.

(d) Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and County contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

8.2. Ownership of Plans, Data, Reports and Material.

(a) Subject to Sections 8.2(b), Contract Documents developed by Contractor under this Agreement shall become the property of County when prepared and shall be delivered to County upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.

(b) Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.

(c) Contractor further agrees to grant and hereby grants to County a revocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

8.3. Governing Law.

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The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 8.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Stanislaus County, California and shall comply with all requirements necessary to give such court jurisdiction.

8.4. Force Majeure.

Contractor shall promptly notify County in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably practicable, but in any event within forty-eight (48) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event.

8.5. Dispute Resolution.

(a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and County shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) Calendar days following one Party's written request to the other Party for such a meeting.

(b) Technical Dispute. Technical Disputes shall be resolved by an independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards and applicable Building Codes, whether the relevant part of the Site where the System is located meets the required Site characteristics, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by Contractor and County. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.

(c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by County and Contractor. If County and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The

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mediator's fee and expenses shall be paid one-half by County, and one-half by Contractor. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section shall survive any termination of this Agreement.

(a) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other Party.

8.6. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three (3) Business days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

County:

Name:
Attention:
Address:

Phone:

Email:

With a copy to: County Counsel

Name:
Attention:
Address:
Phone:

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Email

Contractor:

Name: SitelogIQ Inc.
Attention: Kecia Davison, President – West Energy
Address: 1512 Silica Avenue
Sacramento, CA 95815
Phone: (714) 290-4075

E-mail: kecia.davison@sitelogiq.com

8.7. Public Records Act Disclosure.

Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. County shall provide Contractor five (5) Business days written notice if County intends to disclose any information which Contractor has identified as trade secret, and provide Contractor ten (10) Business days to take steps to oppose such disclosure.

8.8. Time of Essence.

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.9. Validity.

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.10. Binding Effect.

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This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.11. Modifications.

No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or County, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.12. Headings.

The headings in this Agreement are for convenience of 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.

8.13. Counterparts; Signature Pages.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.14. Announcements and Publications.

Contractor shall coordinate with County with respect to, and provide advance copies to County for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case, who agree to keep such information confidential. If County delivers written notice to Contractor rejecting any such proposed announcement or publication within ten (10) Business Days after receiving such advance copies, the Contractor shall not make such public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.15. Complete Agreement.

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the County and Contractor by their duly

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authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.16. No Agency.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.17. Priority of Documents.

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Work Order in Exhibit C, and fourth, the other Contract Documents.

8.18. Assignment.

No Party shall be entitled to assign or subcontract this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that Contractor may subcontract that portion of the Work to Subcontractors. Notwithstanding the foregoing, (i) without the consent of the Contractor, County shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Contractor) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the County, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition of Contractor; and (iii) without consent of County, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement to an Affiliate of the Contractor.

8.19. No Waiver.

Either Party's failure to enforce any provision of this Agreement of the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures on following page]

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Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

County of Mariposa,
a County organized and existing under the laws of the State of California

By: _____
Name:
Title:

SitelogIQ, Inc.,
a California corporation

By: _____
Name: Kecia Davison
Title: President – West Energy
Contractor's License #: 1054171

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EXHIBIT A
DEFINITIONS

"Affiliate" of a specified Person means any Person that directly or indirectly through one or more intermediaries' controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term "control" of a specified Person including, with correlative meanings, the terms, "controlled by" and "under common control with," means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" shall have the meaning set forth in the preamble.

"Applicable Law" shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

"Applicable Permits" means those permits identified as the responsibility of Contractor as determined in Exhibit C.

"Authority Having Jurisdiction (AHJ)" means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.

"Business Day" means Mondays to Fridays, except such days on which banks are permitted or required to close in California.

"Certificate of Substantial Completion" shall mean a document in similar form to Exhibit F.

"Certificate of Final Completion" shall mean a document in similar form to Exhibit F.

"Change" shall means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An "Unanticipated Condition" as defined in Section 3.5 hereof, experienced by Contractor during the course of the Work is included within the definition of "Change".

"Change Order" shall mean a written document signed by County and Contractor to adjust the Work Order Price or Construction Schedule as a result of a Change issued after execution of this Agreement.

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"Commencement of Work" shall mean the commencement of Work for each Work Order.

"Construction Schedule" shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

"Construction Documents" shall mean construction documents prepared by Contractor and approved by County.

"Contract Documents" shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by County.

"Contractor" shall have the meaning set forth in the preamble.

"Contractor Representative" shall mean the individual designated by the Contractor in accordance with Section 8.1(b).

"Day" means calendar day unless it is specified that it means a "Business Day".

"Dispute" shall have the meaning set forth in Section 8.5(a).

"County" shall have the meaning set forth in the Preamble to this Agreement.

"County Permits" means those permits identified as the responsibility of County in Exhibit C.

"County's Representative" shall mean the individual designated by County in accordance with Section 8.1(a).

"Dollar" and "$" shall mean the lawful currency of the United States of America.

"Effective Date" shall mean the date first set forth in the preamble.

"Environmental Attributes" means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.

"Environmental Incentives" means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or

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named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site. Without limiting the forgoing, "Environmental Incentives" includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

"Equipment" shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

"Excusable Delay" shall mean a Delay outside of Contractor's control that prevents Contractor from achieving the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

(a) an act or failure to act of, or other delay caused by, or negligence of, County or its agents or employees;

(b) changes in the design, scope or schedule of the Project unilaterally required by the County;

(c) the suspension of Work in whole or in part by County;

(d) labor disputes, fire, vandalism, delay in manufacturing and deliveries;

(e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.,* rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;

(f) unforeseen conditions at any Site, including discovery or existence of Hazardous Substances;

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(g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor's control;

(h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;

(i) any equipment or material delays caused by suppliers or vendors;

(j) adverse changes to regulatory requirements;

(k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by County or Utility is inaccurate or incomplete; or

(l) any other cause outside Contractor's control after Contractor's best efforts to mitigate that delay, to the extent that Contractor is able to mitigate such delay, provided that a failure to perform of Contractor's subcontractors' shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a result of any of the events described in this definition of "Excusable Delay".

"Facility" shall mean any and all properties of the County upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

"Final Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.2.

"Force Majeure Event" shall mean, when used in connection with the performance of a Party's obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

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a. war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;

b. acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, drought, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of FACILITY and equipment relating to the performance by the affected Party of its obligations under this Agreement;

c. strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;

d. changes in Applicable Law after the Effective Date that materially impact a Party's ability to perform under this Agreement; and

e. acts of any Governmental Authority that materially restrict or limit Contractor's access to the Site.

f. plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions.

g. explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current

"Governmental Authority" shall mean any national, autonomic, regional, province, town, County, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

"Hazardous Material" shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl's ("PCBs"), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

"Indemnified Party" shall have the meaning set forth in Section 7.4.

"Indemnifying Party" shall have the meaning set forth in Section 7.4.

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"Industry Standards" shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

"Manufacturer Warranty" shall have the meaning set forth in Exhibit C.

"Notice to Proceed Date" shall mean the date that County has granted Contractor the Notice to Proceed for the Work.

"Party" shall mean, individually, each of the parties to this Agreement.

"Performance Tests" means, the tests of the System.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"Project" shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

"Representatives" shall mean the Contractor Representative and the County Representative and each may individually be referred to as a "Representative".

"Rock" is defined as limestone, sandstone, granite or similar rocks in solid beds or masses in original or stratified position which can be removed only by continuous drilling, blasting or the use of pneumatic tools, and all boulders of 1 cubic yard in volume or larger. Material which can be loosened with a pick, frozen materials, soft laminated shale and hardpan, which for convenience or economy is loosened by drilling, blasting, wedging or the use of pneumatic tools, shall not be classified as "Rock".

"County" shall have the meaning set forth in preamble.

"Site" shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual Site shall mean any area of a property owned by the County upon which a System is constructed.

"Solar Plant" shall mean that portion of the System only related to converting solar radiation into electricity and explicitly excludes all energy conservation technologies.

"Subcontractor" shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor's obligations under this Agreement.

"Substantial Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.1(d).

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"Substantial Completion Date" shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(d), has occurred.

"Suppliers" shall mean those Equipment suppliers with which Contractor contracts to build the System.

"System" shall have the meaning ascribed in the Recitals to this Agreement.

"Technical Dispute" shall have the meaning set forth in Section 8.5(b).

"Third Party" shall have the meaning of any persons or entity not affiliated with Contractor or County.

"Unanticipated Condition" shall have the meaning set forth in Section 3.5.

"Work" shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.

"Work Order" shall mean the assigned Work for each Site as described in Exhibit C.

"Work Order Price" shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

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EXHIBIT B

CERTIFICATIONS

Exhibit B-1 Drug-Free Workplace / Tobacco-Free Environment Certification

Exhibit B-2 Non-Collusion Declaration

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION
(EXHIBIT B-1)

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The County of Mariposa is not a "state agency" as defined in the applicable section(s) of the Government Code, but the County is a local agency and County under California law and requires all contractors on County projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

2 Establishing a drug-free awareness program to inform employees about all of the following:

a. The dangers of drug abuse in the workplace.
b. The person's or organization's policy of maintaining a drug-free workplace.
c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
d. The penalties that may be imposed upon employees for drug abuse violations.

3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if the County of Mariposa determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

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In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and County Board Policies, all County sites, including the Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in County property. County Property includes buildings, grounds, owned vehicles and vehicles owned by others while on County property. I acknowledge that I am aware of the County policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Date:

Proper Name of Contractor: SitelogIQ Inc.

Signature: _____

Print Name: Kecia Davison

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NONCOLLUSION DECLARATION
(EXHIBIT B-2)

(Public Contract Code § 7106)

The undersigned declares:

I am the President – West Energy of SitelogIQ Inc., the party making the foregoing Contract.

The Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Contract is genuine and not collusive or sham. Contractor has not directly or indirectly induced or solicited any other entity to put in a false or sham bid or proposal. Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any other designer/builder or anyone else to put in a sham bid or proposal, or to refrain from proposing. Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract Price of Contractor or any other entity, or to fix any overhead, profit, or cost element of the Contract Price, or of that of any other entity. All statements contained in the Contract are true. Contractor has not, directly or indirectly, submitted his or her Contract Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, governing agency, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

.

Date:

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: Kecia Davison

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

EXHIBIT C
WORK ORDERS

Work Order #1

California Energy Commission ECAA Loan Scope of Work:
PV Renewable Energy System and Lighting Retrofit Installations

Work Order #2

Traditional Financing Scope of Work:
HVAC Installations

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Work Order #1
PV Renewable Energy System and Lighting Retrofit Installations

PROJECT SCOPE OF WORK INDEX

Section 1 Basis of Energy Engineering
Section 2 Lighting Scope of Work
Section 3 Solar Plant Scope of Work
Section 4 Proposed Project Installation Timeline & Coordination
Section 5 Work Order #1 Milestones
Section 6 Fixed Price Amount
Section 7 Progress Payment Schedule
Section 8 Performance and Payment Bonds

1.0 BASIS OF ENERGY ENGINEERING

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from March 2019 through February 2020. The Baseline data takes into consideration the quantity of facilities and size; 2019/2020 building operational schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average ASHRAE weather files for the closest weather station. Except weather files, this data has been obtained from the County.

Since Contractor does not control/follow the building operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of Contractor's control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable classroom buildings), etc.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are reflected in

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the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on County inputs, field measurements, and agreed upon assumptions and stipulations.
- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, Contractor may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this Scope of Work). The County is to notify Contractor in writing no later than thirty (30) days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The County shall make available to Contractor no later than thirty (30) days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of required energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted with equal equipment/materials based on the availability at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in the future years and for trouble-free operation, County agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer's guidelines and in accordance with industry standards as applicable to the specific systems. The County may need to provide accurate preventative maintenance and repair records for any work performed on the systems included herein.

2.0 GENERAL LIGHTING SCOPE OF WORK

Energy savings are realized as result of the total input watts of the lighting fixtures being reduced. Energy savings resulting from the Lighting System Retrofit have been estimated for each individual light fixture type based on the following simple formula:

Annual Saving, $ = (Existing Watts – New Watts) /1000 x Hours/Year x Utility Rate x N
Where,

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Existing Watts – Wattage rating for the existing (Baseline) light fixture
New Watts – New wattage rating for the existing light fixture
Hours/Year – Annual number of "burn-hours" (run hours for different areas)
Utility Rate – Actual weighted composite utility rate, $/kWh
N – Number of light fixtures of the particular type (see below for the actual quantities).

Currently the (8) sites have a mixture of lighting technologies. Past modernization and retrofit projects included the upgrading of several sites with first generation electronic ballasts and T8 fluorescent lamps. Areas not inclusive of these past projects are still using older style inefficient magnetic ballasts and T12 fluorescent lamps.

This project will provide a significant energy reduction while greatly improving the overall quality and quantity of light. Magnetic ballasts and T12 lamps included in the Lighting Scope of Work below will be replaced with High Efficiency low wattage electronic ballasts coupled with L.E.D. lamps. Optical imaging reflectors will be installed where applicable to maximize overall fixture efficiency. Fixtures identified below that are presently powered by electronic ballasts will be retrofitted with 4th generation electronic ballasts and L.E.D. lamps. In addition to the linear fluorescent fixture retrofits, incandescent lamps identified in the scope of work below will be replaced with L.E.D. lamps or fixtures unless specifically excluded.

Exterior lighting included in this project will be replaced with new L.E.D. fixtures or lamps as applicable.

In areas (if any) with bi-level lighting in linear lamp applications, our standard retrofit practice includes "checker-boarding" luminaires.

Expended lighting lamps and ballasts will be disposed of per current EPA regulations. Any lighting ballasts removed that contain PCB's will be treated as Hazardous waste and disposed of per EPA hazardous waste regulations.

Unless specifically requested by the County, the intent of lighting retrofit Work is not to increase the light levels but rather to maintain the existing or better lighting levels while maximize energy savings without re-designing the overall system. In some cases, where the areas are over illuminated (per Illumination Engineering Society recommendations), light levels may be reduced to the recommended levels.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different options. The presented retrofits will not affect the usability of the buildings or facilities and therefore are not alterations, additions, new construction or modification of the existing systems. The proposed Lighting Retrofits predominantly use Type A LED lamps combined with high efficiency ballast. This retrofit will not

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modify or alter the existing T-Bar ceiling and existing fixtures. Therefore, this scope is considered general maintenance and not a modification and/or replacement of the fixture.

As a result, the scope of work is considered maintenance replacement of the existing outdated lighting system components with like-kind components of higher efficiency and longer useful life. Maintenance related items are not considered lighting alterations and are exempted from the code and Title 24 provisions for the facilities. Due to the possibility of dissimilar interpretations of regulations, additional cost-incurring system upgrades may be requested. Upon the County requesting changes based on interpretations, the Contractor will provide a written change order to the County for review and approval.

The lighting scope listed below includes (69) emergency ballasts at Health & Human Services building identified during the detailed lighting audit. It should be noted, however, that some emergency ballasts are not easily identifiable in the absence of reliable as-built plans and without interrupting the power supply at each site. Therefore, if in addition to quantities noted below there is a need for any additional emergency ballasts identified during the project execution, Contractor will notify the County of any additional costs.

All the new fixtures listed below are covered with 1-year labor and 5-year materials warranty.

Below is the Itemized Scope of work below for specific retrofit strategies and fixture totals for each site:

Government Center- 5085 Bullion St, Mariposa, CA 95338

ITEMIZED LIGHTING FIXTURES			
Existing	**QTY**	**Proposed**	**QTY**
AL-OTH-150W-1	2	Lithonia Lighting/TFX1 LED 40K MVOLT THK DWHXD M6	2
CNP-CFL PIN-13W-2	21	ALEO/ALEO-LCP-10/50K XE	21
DEC-INC-40W-1	2	Green Creative/9A19DIM/940	2
DEC-INC-40W-2	4	Green Creative/9A19DIM/940	8
DEC-INC-60W-1	1	Green Creative/9A19DIM/940	1
DEC-LED-10W-1	3	Excluded from Scope of Work	0
DEC-LED-10W-2	1	Excluded from Scope of Work	0
DL-CFL PIN-13W-1	3	Maxlite/RCF613CSW	3
DL-CFL PIN-13W-2	77	Maxlite/RCF613CSW	77
DL-CFL SCR-15W-1	1	Green Creative/9BR30DIM/840	1
EE-LED-2W-2	12	Excluded from Scope of Work	0
EE-LED-5W-1	10	Excluded from Scope of Work	0
FL-INC-150W-1	1	Lithonia Lighting/TFX1 LED 40K MVOLT THK DWHXD M6	1
FL-LED-20W-2	5	Excluded from Scope of Work	0
STR-T8-4 ft-32W-2	1	Aleo/LSR-4HE-26/840 or 850	1

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TL-LED-10W-7	1	Excluded from Scope of Work	0
TR-T8-4 ft-32W-2	114	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	114
WP-CFL PIN-13W-2	4	RAB Lighting/BRISKS17L/PCU	4
WRP-LED-20W-1	5	Excluded from Scope of Work	0
WRP-LED-20W-2	10	Excluded from Scope of Work	0
WRP-LED-20W-4	1	Excluded from Scope of Work	0
WRP-T8-4 ft-32W-2	55	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	55
WRP-T8-4 ft-32W-3	17	Green Creative/3L 10.5T8/4F/840/DIR & QHE3X32T8/UNVISNSC [49855]	17
WRP-T8-4 ft-32W-4	11	Green Creative/4L 10.5T8/4F/840/DIR & QHE4X32T8/UNVISNSC [49857]	11
WRP-T8-4 ft-32W-6	15	Green Creative/6L 10.5T8/4F/840/DIR & (2) QHE3X32T8/UNVISNSC [49855]	15
		Totals	**333**

Public Works- 4639 Ben Hur Road, Mariposa, CA 95338

ITEMIZED LIGHTING FIXTURES			
Existing	**QTY**	**Proposed**	**QTY**
AL-CFL SCR-100W-1	1	RAB Lighting/YBLED26/ARM	1
AL-CFL SCR-15W-1	1	Lithonia Lighting/OVFL LED 2RH 40K 120 PE DDB M4	1
AL-HPS-250W-1	1	RAB Lighting/YBLED26/ARM	1
AL-HPS-400W-1	1	RAB Lighting/IVAT4-100LPA750ZU	1
AL-INC-150W-1	1	RAB Lighting/YBLED26/ARM	1
AL-INC-60W-1	1	Lithonia Lighting/OLF 2RH 40K 120 MO WH M6	1
AL-INC-60W-2	2	Lithonia Lighting/OLF 2RH 40K 120 MO WH M6	2
AL-LED-15W-1	1	Excluded from Scope of Work	0
AL-LED-15W-2	1	Excluded from Scope of Work	0
AL-LED-50W-1	5	Excluded from Scope of Work	0
AL-MH-1000W-1	2	Lithonia Lighting/TFX4 LED 40K MVOLT YK DDBXD	2
DEC-CFL PIN-13W-1	1	Green Creative/5.5PLS/840/HYB/GX23	1
DEC-HAL-30W-1	1	Green Creative/5.5PAR20DIM/840FL40/N	1
DEC-INC-75W-1	2	Green Creative/9A19DIM/940	2
DEC-LED-10W-1	2	Excluded from Scope of Work	0
DEC-LED-7W-1	1	Excluded from Scope of Work	0
EE-LED-5W-1	8	Excluded from Scope of Work	0
FL-CFL SCR-100W-1	2	Lithonia Lighting/QTE LED P1 40K 120 THK DDB M6	2
FL-INC-75W-2	3	Lithonia Lighting/QTE LED P1 40K 120 THK DDB M6	3
FL-LED-15W-2	1	Excluded from Scope of Work	0
HB-HPS-400W-1	12	J2/S624KO1-160W	12
HB-T5-4 ft-54W-6	30	J2/S614KL1-105W	30

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HB-T8-4 ft-32W-4	1	J2/S612K-75W	1
OTH-CFL SCR-13W-1	2	Green Creative/9A19DIM/940	2
OTH-INC-75W-1	1	Green Creative/9A19DIM/940	1
STR-LED-20W-2	2	Excluded from Scope of Work	0
STR-T12-8 ft-50W-2	17	Envirotech/ENV-LRSRK-8L-38W-5K	17
STR-T12-8 ft-50W-4	3	Envirotech/ENV-LRSRK-8H-54W-5K	3
STR-T8-4 ft-32W-2	16	Envirotech/ENV-LRSRK-4L-23W-5K	16
STR-T8-8 ft-59W-2	1	Envirotech/ENV-LRSRK-8L-38W-5K	1
TR-T12-4 ft-40W-2	10	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	10
WRP-LED-20W-2	16	Excluded from Scope of Work	0
WRP-T8-4 ft-32W-2	42	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	42
WRP-T8-4 ft-32W-4	42	Green Creative/4L 10.5T8/4F/840/DIR & QHE4X32T8/UNVISNSC [49857]	42
		Totals	**196**

Solid Waste- 5593 CA-49, Mariposa, CA 95338

ITEMIZED LIGHTING FIXTURES			
Existing	**QTY**	**Proposed**	**QTY**
DEC-T8-2 ft-17W-2	2	Green Creative/2L 8T8/2F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	2
EE-LED-5W-1	3	Excluded from Scope of Work	0
HB-MH-400W-1	56	J2/S624KO1-160W	56
TR-T8-4 ft-32W-3	18	Green Creative/3L 10.5T8/4F/840/DIR & QHE3X32T8/UNVISNSC [49855]	18
WP-MH-400W-1	9	Lithonia Lighting/TWR2 LED ALO 50K MVOLT DDBTXD	9
WRP-LED-20W-1	2	Excluded from Scope of Work	0
WRP-T8-4 ft-32W-2	1	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	1
WRP-T8-4 ft-32W-4	2	Green Creative/4L 10.5T8/4F/840/DIR & QHE4X32T8/UNVISNSC [49857]	2
		Totals	**88**

County Sheriff- 5099 Old Hwy N, Mariposa, CA 95338

ITEMIZED LIGHTING FIXTURES			
Existing	**QTY**	**Proposed**	**QTY**
CNP-CFL PIN-13W-2	7	ALEO/ALEO-LCP-10/50K XE	7
CNP-CFL SCR-13W-1	5	ALEO/ALEO-LCP-10/50K XE	5
CNP-LED-10W-1	2	ALEO/ALEO-LCP-10/50K XE	2
DEC-CFL PIN-13W-1	4	Green Creative/5.5PLS/840/HYB/GX23	4

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DEC-CFL SCR-13W-1	1	Green Creative/CLK6/940/DIM120V	1
DEC-CFL SCR-13W-1	1	Green Creative/9A19DIM/940	1
DEC-CFL SCR-23W-1	2	Green Creative/9A19DIM/940	2
DEC-CFL SCR-23W-1	1	Green Creative/10PAR30DIM/840FL40/N	1
DEC-INC-100W-1	1	Green Creative/9A19DIM/940	1
DEC-INC-75W-1	1	Green Creative/9A19DIM/940	1
DEC-LED-10W-1	4	Excluded from Scope of Work	0
DL-LED-10W-1	3	Excluded from Scope of Work	0
EE-LED-5W-1	1	Excluded from Scope of Work	0
EE-LED-5W-2	2	Excluded from Scope of Work	0
FL-CFL SCR-15W-1	1	Green Creative/10PAR30DIM/840FL40/N	1
FL-CFL SCR-23W-1	1	Green Creative/12PAR38DIM/840FL40/N	1
FL-CFL SCR-23W-2	1	Lithonia Lighting/OLF 2RH 40K 120 DDB M4	1
FL-LED-15W-2	2	Excluded from Scope of Work	0
OTH-CFL SCR-23W-2	1	Green Creative/9A19DIM/940	2
STR-T12-4 ft-40W-2	5	Envirotech/ENV-LRSRK-4L-23W-5K	5
STR-T12-8 ft-75W-2	6	Envirotech/ENV-LRSRK-8L-38W-5K	6
STR-T5-4 ft-28W-1	1	Envirotech/ENV-LRSRK-4L-23W-5K	1
STR-T8-4 ft-32W-1	2	Envirotech/ENV-LRSRK-4L-23W-5K	2
STR-T8-4 ft-32W-2	1	Envirotech/ENV-LRSRK-4L-23W-5K	1
STR-T8-8 ft-75W-2	2	Envirotech/ENV-LRSRK-8L-38W-5K	2
TR-T12-4 ft-40W-2	5	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	5
TR-T12-4 ft-40W-4	13	Green Creative/4L 10.5T8/4F/840/DIR & QHE4X32T8/UNVISNSC [49857]	13
TR-T8-4 ft-32W-2	13	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	13
TR-T8-4 ft-32W-3	8	Green Creative/3L 10.5T8/4F/840/DIR & QHE3X32T8/UNVISNSC [49855]	8
WP-CFL PIN-26W-1	11	Green Creative/9PLO/840/HYBM	11
WRP-T12-4 ft-40W-2	3	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	3
WRP-T8-4 ft-32W-2	84	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	84
WRP-T8-4 ft-32W-4	5	Green Creative/4L 10.5T8/4F/840/DIR & QHE4X32T8/UNVISNSC [49857]	5
		Totals	**189**

County Museum- 5119 Jessie St, Mariposa, CA 95338

ITEMIZED LIGHTING FIXTURES			
Existing	**QTY**	**Proposed**	**QTY**
DEC-CFL PIN-13W-3	1	Green Creative/5.5PLS/840/HYB/GX23	3
DEC-LED-10W-1	20	Excluded from Scope of Work	0
DEC-LED-9W-1	3	Excluded from Scope of Work	0
EE-LED-5W-2	1	Excluded from Scope of Work	0

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FL-LED-15W-2	2	Excluded from Scope of Work	0
OTH-LED-10W-1	1	Excluded from Scope of Work	0
STR-LED-15W-2	2	Excluded from Scope of Work	0
STR-LED-20W-2	2	Excluded from Scope of Work	0
STR-T12-4 ft-40W-2	2	Envirotech/ENV-LRSRK-4L-23W-5K	2
STR-T8-4 ft-32W-1	2	Envirotech/ENV-LRSRK-4L-23W-5K	2
STR-T8-4 ft-32W-2	12	Envirotech/ENV-LRSRK-4L-23W-5K	12
TR-T8-4 ft-32W-3	6	Green Creative/3L 10.5T8/4F/840/DIR & QHE3X32T8/UNVISNSC [49855]	6
WRP-T8-4 ft-32W-2	42	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	42
		Totals	67

County Jail- 5379 Highway 49 North, Mariposa, CA 95338

ITEMIZED LIGHTING FIXTURES			
Existing	QTY	Proposed	QTY
AL-HPS-250W-1	10	RAB Lighting/IVAT4-100LPA750ZU	10
CNP-CFL SCR-55W-1	1	Lithonia Lighting/CNY LED P1 40K MVOLT DDB M4	1
CNP-HPS-100W-1	16	Lithonia Lighting/CNY LED P1 40K MVOLT DDB M4	16
CNP-LED-35W-1	3	Excluded from Scope of Work	0
DEC-CFL PIN-13W-2	3	Green Creative/5.5PLSV/840/HYB/GX23	6
DEC-CFL SCR-15W-1	1	Green Creative/11A19DIM/840	1
DEC-INC-75W-1	2	Green Creative/11A19DIM/840	2
DL-CFL PIN-13W-1	2	Green Creative/5.5PLSV/840/HYB/GX23	2
EE-LED-5W-1	12	Excluded from Scope of Work	0
FL-HPS-150W-1	1	Lithonia Lighting/QTE LED P1 40K 120 THK DDB M6	1
FL-HPS-250W-1	7	Lithonia Lighting/RSXF1 LED P2 50K WFL MVOLT IS PE DDBXD	7
FL-LED-18W-1	1	Excluded from Scope of Work	0
STR-T8-4 ft-32W-2	14	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	14
TR-LED-10W-2	4	Excluded from Scope of Work	0
TR-T8-4 ft-32W-1	12	Green Creative/1L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	12
TR-T8-4 ft-32W-2	47	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	47
TR-T8U-32W-2	36	Green Creative/2L 16T8U6/840/DIR & QHE2X32T8/UNVISNSCB [49969]	36
VT-T12-4 ft-40W-1	1	Green Creative/1L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	1
VT-T8-4 ft-32W-1	6	Green Creative/1L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	6
WRP-T8-4 ft-32W-2	15	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	15
		Totals	177

Health & Human Services- 5362 Lemee Lane, Mariposa, CA, 95338

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ITEMIZED LIGHTING FIXTURES			
Existing	QTY	Proposed	QTY
AL-LED-150W-1	13	Excluded from Scope of Work	0
AL-LED-150W-1	13	RAB Lighting/IVAT4-100LPA750ZU	13
AL-MH-250W-1	11	RAB Lighting/IVAT4-100LPA750ZU	11
DEC-CFL PIN-14W-2	4	Green Creative/9.5T5HE/2F/840/BYP	8
DEC-CFL PIN-18W-2	2	Green Creative/8.5PLL/840/GL/BYP	4
DEC-CFL PIN-24W-2	2	Green Creative/8.5PLL/840/GL/BYP	4
DEC-CFL PIN-24W-2	4	Green Creative/9.5T5HE/2F/840/BYP	8
DEC-CFL PIN-26W-1	2	Green Creative/7PLO/840/HYBM	2
DEC-CFL PIN-32W-1	1	Green Creative/7PLO/840/HYBM	1
DEC-CFL PIN-32W-2	5	Green Creative/9PLO/840/HYBM	10
DEC-CFL PIN-40W-10	1	Green Creative/16PLL/840/GL/BYP	10
DEC-CFL PIN-42W-1	1	Green Creative/9PLO/840/HYBM	1
DEC-MH-35W-1	4	Excluded from Scope of Work	0
DEC-T5-3 ft-21W-1	11	Green Creative/12T5HE/3F/840/DIR	11
DL-CFL PIN-18W-1	12	Green Creative/7PLO/840/HYBM	12
DL-CFL PIN-32W-1	17	Green Creative/16.5PLV/840/BYP	17
DL-LED-10W-2	1	Excluded from Scope of Work	0
EE-HAL-10W-2	3	Westgate/EL-1	3
EE-LED-5W-1	30	Excluded from Scope of Work	0
FL-INC-70W-1	4	Excluded from Scope of Work	0
FL-LED-15W-2	1	Excluded from Scope of Work	0
OTH-CFL PIN-13W-1	8	Green Creative/7PLO/840/HYBM	8
STR-T12-1.5 ft-15W-1	2	Keystone/KT-LED7T8-18GC-830-D	2
STR-T12-3 ft-24W-1	2	Green Creative/1L 8T8/3F/840/DIR/R & QHE2X32T8/UNVISNSC [49855]	2
STR-T12-4 ft-40W-1	2	Envirotech/ENV-LRSRK-4L-23W-5K	2
STR-T5-4 ft-28W-1	11	Envirotech/ENV-LRSRK-4L-23W-5K	11
STR-T5-4 ft-28W-2	16	Envirotech/ENV-LRSRK-4L-23W-5K	16
STR-T8-4 ft-32W-2	1	Envirotech/ENV-LRSRK-4L-23W-5K	1
TR-T5-2 ft-14W-2	29	Green Creative/2L 8T5HE/2F/840/DIR & QHO2X54T5HO-UNV (51470)	29
TR-T5-4 ft-28W-2	264	Green Creative/2L 15T5HE/4F/840/DIR/R & QHE2XT5/UNV-PSN (51472)	264
TR-T5-4 ft-54W-2	26	Green Creative/2L 24T5HO/4F/840/DIR/R & QHE2X54THO-UNV (51470)	26
WP-LED-15W-2	15	Excluded from Scope of Work	0
WRP-T5-4 ft-28W-1	18	Green Creative/1L 15T5HE/4F/840/DIR/R & QHE2XT5/UNV-PSN (51472)	18
WRP-T8-4 ft-32W-2	15	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	15
		Totals	509

***(69) emergency ballasts identified on site**

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County Rec Office- 4998 County Park Road, Mariposa, CA 95338

ITEMIZED LIGHTING FIXTURES			
Existing	**QTY**	**Proposed**	**QTY**
AL-HPS-150W-1	2	RAB Lighting/YBLED26/ARM	2
AL-MV-400W-1	2	Lithonia Lighting/TFX2 LED 50K MVOLT YK DDBXD	2
EE-HAL-10W-2	1	Lithonia Lighting/ECR LED M6	1
EE-HAL-10W-2	1	Lithonia/ECG-LED-M6	1
FL-CFL SCR-32W-1	1	Lithonia Lighting/QTE LED P1 40K 120 THK DDB M6	1
FL-CFL SCR-42W-1	1	Lithonia Lighting/QTE LED P1 40K 120 THK DDBM6 Yoke	1
FL-HPS-250W-1	2	Lithonia Lighting/QTE LED P3 40K 120 YK DDB M6	2
FL-INC-1000W-1	18	Lithonia Lighting/TFX4 LED 40K MVOLT IS DDBXD	18
FL-INC-150W-1	1	Lithonia Lighting/QTE LED P1 40K 120 THK DDB M6	1
FL-INC-500W-1	4	Lithonia Lighting/QTE LED P3 40K 120 THK DDB M6	4
FL-MH-400W-1	2	Lithonia Lighting/TFX2 LED 50K MVOLT IS DDBXD	2
FL-OTH-1000W-1	8	Lithonia Lighting/TFX4 LED 40K MVOLT IS DDBXD	8
FL-OTH-15W-2	1	Lithonia Lighting/QTE LED P1 40K 120 THK DDB M6	1
HB-MH-400W-1	2	J2/S614KL1-105W	2
OTH-CFL SCR-23W-1	9	Green Creative/9A19DIM/940	9
STR-T12-4 ft-40W-2	2	Envirotech/ENV-LRSRK-4L-23W-5K	2
STR-T12-8 ft-75W-2	5	Envirotech/ENV-LRSRK-8L-38W-5K	5
STR-T12-8 ft-75W-4	2	Envirotech/ENV-LRSRK-8H-54W-5K	2
TR-T8U-32W-2	1	Green Creative/2L 16T8U6/840/DIR & QHE2X32T8/UNVISNSCB [49969]	1
WP-CFL PIN-42W-1	3	Lithonia Lighting/TWS LED P1 50K MVOLT PE DDB M4	3
WP-CFL SCR-13W-1	5	Green Creative/9A19DIM/940	5
WP-MH-100W-1	2	Lithonia Lighting/TWR1 LED ALO 50K MVOLT DDBTXD	2
WP-MH-250W-1	2	Lithonia Lighting/TWR2 LED ALO 50K MVOLT DDBTXD	2
WRP-T12-4 ft-40W-2	1	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	1
WRP-T12-4 ft-40W-4	6	Green Creative/4L 10.5T8/4F/840/DIR & QHE4X32T8/UNVISNSC [49857]	6
WRP-T8-4 ft-32W-2	47	Green Creative/2L 10.5T8/4F/840/DIR & QHE2X32T8/UNVISNSCB [49969]	47
		Totals	**131**

2.1 Lighting System Terms and Definitions

- (2L) Lt8/840/12G-EB-AC(1) VE232MVHIPE
- 2 Lamp, T8 LED lamp, lamp wattage, 8/8" diameter Lamp, 84 CRI (Color Rendering Index), 4000 Kelvin (Color), Electronic Ballast (4th generation)
- INC Standard Incandescent style lamp
- LED Light Emitting Diode technology

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- EB Electronic Ballast
- T-8 High Efficient 8/8" diameter lamp
- T-12 Inefficient 12/8" (1.5") diameter lamp
- RFL Powder Coated Reflector installed into Fixture to improve Efficiency
- SB Standard Magnetic Ballast
- CF Compact Fluorescent Lamp
- NEW Means a "new" fixture is to be installed, and not retrofitted
- MH Metal Halide
- PS Pulse Start
- HPS High Pressure Sodium lamp
- MP Metalarc Pro-Tech lamp
- MS Super Metalarc Lamp
- PC Photocell
- Flood A type of exterior lighting fixture possessing directional capabilities.

2.2 Lighting Scope of Work Exclusions

The impact of the following exclusions has not been estimated in the above Scope of Work:

- Repair of any preexisting electrical distribution problems. Upgrade of pre-existing power quality issues including but not limited to LED flickering due to grounding issues, etc. Repair or replacement of any existing lighting controls & scheduling (to remain as-is) including older controls incompatibility; new lighting controls; incompatible technology dimmable ballasts.
- Asbestos, leaking PCB'S, and lead removal.
- DSA fees, reviews and approvals.
- Title 24 design & documentation (exempted).
- New acoustical ceiling tiles for the existing T-bar grid unless broken by Contractor; Seismic Strapping
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- Any items not specified in this scope of work.

3.0 SOLAR PLANT SCOPE OF WORK

General

The scope of work for the new systems include engineering, permitting, procurement, construction, and commissioning, supervision, materials and supplies, labor, tools, construction equipment and machinery, utilities and transportation for the proper execution and completion

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of a fully integrated and operational System, unless otherwise excluded in this Scope of Work. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

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3.1 Solar System Summary

The solar PV systems installations will be installed as illustrated in the Site Layout Plans provided in Section 3.14. Any changes to the location, size, or orientation shall constitute a Change Order. In summary, the solar PV systems will include the following:

1. County Jail solar installation will include one (1) electricity grid-connected carport structure photovoltaic system with a total rated approximate capacity of 136.95 kW-DC-STC. 6 trees to be removed.

2. Government Center solar installation will include one (1) electricity grid-connected carport structure photovoltaic system with a total rated approximate capacity of 53.95 kW-DC-STC. 6 trees to be removed. Includes addition of 1 ADA parking stall.

3. County Museum solar installation will include one (1) electricity grid-connected carport structure photovoltaic system with a total rated approximate capacity of 49.8 kW-DC-STC. 5 trees to be removed. Includes addition of 1 ADA parking stall.

4. Public Works solar installation will include one (1) electricity grid-connected carport structure photovoltaic system with a total rated approximate capacity of 62.25 kW-DC-STC. 2 Trees to be removed. Includes addition of 1 ADA parking stall.

5. Solid Waste Landfill solar installation will include one (1) electricity grid-connected roof mounted photovoltaic system with a total rated approximate capacity of 54.78 kW-DC-STC.

6. Recreation Office solar installation will include one (1) electricity grid-connected roof mounted photovoltaic system with a total rated approximate capacity of 20.75 kW-DC-STC.

ADA Allowance of $45,000 included to provide the ADA upgrades listed above only. Any existing ADA upgrades are not included.

Structural Design Criteria

Structure Height = 10’-0” above grade without abutments, unless otherwise noted

Structure Finish = Painted

Structure Tilt = 5 degrees

Ground snow load = 20-PSF at County Jail, Museum and Government Center

Ground snow load = 10-PSF at Public Works.

Design wind speed shall not exceed 98-mph at ASCE7-16 code levels

Foundations are assumed to be 30"diameter x 12' deep. TBD pending soils report completion.

In general, the PV Systems will consist of the following:

a. PV modules
b. PV module support structure
c. Inverter(s)
d. System electrical protection
e. Electrical disconnects
f. Switchgear
g. Control and monitoring systems
h. Computer Monitoring for system information installed in main office (County to provide internet access)
i. Outdoor rated equipment enclosures
j. Cables, wires, jumpers, connectors, system grounding and associated trenching and/or boring
k. Equipment foundations
l. Lighting
m. Signage

3.2 Engineering Design Services

Contractor shall be responsible for detailed design and operational coordination of equipment and materials installed for the System. Contractor shall conform to Industry Standard and Applicable Law. The following design services shall be provided by Contractor:

A. Civil Engineering design, including the preparation of the following:
   - Site Plan
   - Geotechnical Report (if required)
B. Structural Engineering Design, including:
   - Foundations and other structural concrete
   - PV module support structural design
   - Structural design calculations, as required

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C. Mechanical Systems design, as required.
D. Electrical Systems design, including:
   - PV modules
   - Inverter
   - DC combiners, disconnects, fuses, and wiring
   - AC breakers and disconnects
   - Revenue metering
   - Enclosures, conduit, and wiring
   - Communications and control systems as described herein
   - Other electrical systems included in the scope of work

3.3 Permits

Contractor shall obtain and shall file on a timely basis any documents required to obtain Applicable Permits except those permits that are the responsibility of the County ("County Permits"). County shall obtain, and shall file on a timely basis, any documents required to obtain all such County Permits. County shall pay for all taxes, fees, and costs required to obtain all Permits.

Applicable Permits include:

- Fire Marshall
- General Construction and Building Permits

County Permits include:

- CEQA (Categorical Exemption certified by the County is assumed for this project)
- Easements required to complete the work.
- All other permits required for construction of the System, except for Applicable Permits

3.4 Procurement

Contractor shall procure all materials and equipment included in the Scope of Work for the installation of a complete System under this Scope of Work with the exception of the Structural Steel for the Carport/Shade Structures. The Structural steel will be procured under Work Order 2.

3.5 Construction Services

The following services shall be provided by Contractor as part of the general construction activities:

A. Civil construction, including surveying, clearing, grubbing, tree removal, excavation, trenching, backfill, and fencing,
B. Structural construction, including foundations, concrete work, grouting, anchors, erection of PV racks, shade structures, and other support structures
C. Mechanical construction (if required)

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D. Electrical construction, including PV modules, combiners, inverter, disconnects, wiring, breakers, metering, control and monitoring systems, telecom systems, and lighting systems as required for a complete System
E. Safety services, including on-site safety equipment, personnel training, and safety monitoring of construction activities
F. Support services, including Contractor's trailers, shaded worker rest areas, restroom facilities, and security
G. Coordination with County's staff for site access, laydown, and storage with minimal interference with school operations
H. Operator training services
I. Restoration of landscape and hardscape to pre-construction condition, or in accordance with new design, as needed
J. Construction inspections, material verification, and testing as required
K. Lawful Disposal of refuse, spoils, chemicals, and waste materials associated with construction activities
L. Testing and start-up services for electrical and control systems included in the scope of work. Testing shall include pre-operational functional tests, equipment calibration, and insulation resistance tests. All necessary test equipment and instrumentation will be provided.
M. Miscellaneous consumable materials required to erect the System
N. Coordination with County's Staff and Representatives, including Inspector of Record ("IOR") for all inspections and submittals.

3.6 Documentation Submittals

Contractor will prepare and submit designs, drawings, and specifications to the County for review and approval. County shall review the documents and provide any comments in writing to Contractor within ten (10) Business Days after receipt of such documents (the "Design Review Period"). Contractor will proceed with the assumption that County has approved the documents if no comments are received within ten (10) Business Days. Any comments provided by County after ten (10) Business Days that result in re-work shall constitute a Change Order. County shall consolidate all comments for each review cycle such that Contractor does not receive comments in separate submittals at different times from various County personnel. Any re-work as a result of receiving comments in separate submittals shall constitute a Change Order. To the extent consistent with Applicable Law and Industry Standards, Contractor will incorporate County comments into the final designs, drawings, and specifications (the "Construction Documents"), as applicable. Contractor shall submit such revised documents to County for additional Design Review Periods, which shall not extend longer than ten (10)

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Business Days, until County approves such revised documents subject to the terms of the Agreement.

The following list is not all inclusive but defines the Contract Documents that are required to be submitted by Contractor for review and approval by the County.

A. Facility drawing with Project improvements drawn to scale (Site Plan)
B. Electrical design package including:
    - Single Line AC and DC diagrams
    - Communication, Monitoring and Control schematics
    - Electrical Circuit and Conduit schedule
    - Electrical Equipment installation plans
    - Lighting plan, if required
    - Placard schedule
    - Equipment data sheets
C. Structural Calculations package including:
    - Ground structural elements for ground-mount systems
    - Equipment foundations and enclosures
    - Security fencing
D. System energy production calculations and software model based on Site Plan
E. Approved Applicable Permits
F. Geotechnical report including Project applicable soil properties (if required)
G. Project Schedule
H. Environment, Health and Safety Plan
I. System Manual with specifications, startup, commissioning and testing procedures for relevant equipment.
J. System Operation and Maintenance manual (O&M plan)
K. As-Builts (Record Drawings)
L. Professional Engineer Wet Stamps and signatures on final design documents:
    - Electrical Design package
    - Structural Calculation package
M. Interconnection Agreement with Local Utility
N. Documentation for Rate Change with Local Utility

3.7 Workmanship Warranty

Commencing on the Final Completion Date and for a period of one (1) year thereafter, Contractor warrants that the Systems will be free from defects ("Workmanship Warranty"). If a System has a defect, and County provides written notification of said defect within the one (1) year workmanship warranty period, Contractor will, at its option, either repair or replace the portion of the System that is defective at no cost to County within forty-five (45) days of

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notification. The Workmanship Warranty shall not apply to the extent such defect is caused by any of the following:

(b) Alterations or repairs made to the supporting structure of any System or associated wiring and parts without Contractor's prior written approval;

(c) Failure of a System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;

(d) Use of a System beyond the scope contemplated in its operating manuals or technical specifications;

(e) Damage to a System not caused directly or indirectly by Contractor or its subcontractors under any agreement between Contractor and County;

(f) Force Majeure Events;

(g) A change in usage of that portion of the Site on which the System is located which may affect building or site permits and related requirements, without the written approval of Contractor, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein,

(h) Any defect of deficiency to the extent the same results from a specific written direction from the County if, prior to implementing such written direction, Contractor advised County that County's written direction would so affect the warranty provided by Contractor hereunder.

3.8 Manufacturer Warranties

Contractor shall procure and assign to County warranties from the equipment manufacturers (the "Manufacturer Warranty") to the extent said equipment is purchased and provided for the Solar Plant by Contractor. Solar energy equipment included in the scope of work for electricity generation (PV modules, inverters) shall have a minimum ten (10) year manufacturer performance warranty to protect against degradation of electrical generation output of more than 15% from their originally rated electrical output. Except as expressly provided in this Agreement, Contractor's obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by Contractor for the Solar Plant, provided Contractor has procured and assigned to County the Manufacturer Warranty of such equipment. Contractor makes no representation or warranty, and County shall seek no recourse from Contractor, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules.
Contractor shall require that Manufacturers provide the following warranties:

a. Inverters shall have a ten (10) year standard Manufacturer Warranty.

b. PV modules shall have the following standard Manufacturer Warranties:

i. Five (5) year material and workmanship warranty;

ii. Ten (10) year power output warranty at ninety percent (90%) of rated nominal power output; and

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iii. Twenty-five (25) year power output warranty at eighty percent (80%) of rated nominal power output.

c. Meters shall have a one (1) year standard Manufacturer Warranty.

3.10 Project Closeout

a. Contractor shall deliver to County an owner's manual, operator's manual and as-built drawings for the System no later than ninety (90) days after Substantial Completion occurs. For the avoidance of doubt, the as-built drawings shall be included in the punchlist items.

b. At County's request, Contractor shall provide County's personnel with no less than one (1) full Day of detailed and complete on-site operation training with respect to the System. County's personnel shall have the qualifications necessary to perform their activities and will be hired by County or its Affiliate. Contractor shall provide County reasonable assistance in soliciting and obtaining any subsidies, rebates or incentives that may be available from any Governmental Authority pursuant to or in connection with the purchase or operation of the System or otherwise. Contractor makes no representation nor warranty to County as to the availability or amount of any such subsidies, rebates or incentives.

3.11 County Responsibilities

Contractor shall not be obligated to perform any work or activity beyond the scope of the work and its other obligations under this Agreement. In particular, the following shall not be included in the Scope of Work and therefore shall be performed by County:

a. The County shall furnish, to the extent not already provided to Contractor: (a) all surveys or other information in County's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Site; (b) any prior environmental review documentation and all known information in County's possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Materials, in or around the general area of the Site where the Work will be performed; (c) all relevant information in County's possession, including any structural or other relevant as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed; (d) title reports less than one (1) year in age; and (e) any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Site essential to the execution of the Work.

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b. County shall provide continuous access to the Site to perform the Work according to the Construction Schedule;
c. County shall make water source available at the Site for construction water;
d. County shall obtain the County Permits;
e. County shall be responsible for hiring and paying for a Division of State Architect certified Inspector of Record;
f. County shall select its own personnel so that it is present at the date of Substantial Completion;
g. County shall pay for and provide communication access for system monitoring;
h. County shall pay for all taxes, fees, and costs required to obtain all Permits;
i. County shall provide access to, and allow Contractor the use of, water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches; and
j. County shall be responsible for operating the System from and after Substantial Completion.

3.12 General Clarifications & Qualifications to Scope of Work

a. Scope of Work Price assumes one (1) review cycle by County of the equipment layout drawings, one (1) review cycle by County of final design documentation, and one (1) final set of as-built drawings delivered to County in electronic format and hard copy.
b. Schedule and Scope of Work Price assumes County will review and provide comments on drawings within 10 business days.
c. Scope of Work Price is based on code approved conduit and wiring methods.
d. Scope of Work Price assumes that Contractor will not encounter any Rock during trenching and excavating.
e. Scope of Work Price assumes that Contractor will not encounter any ground water during trenching and excavating.
f. Wiring from PV panels to combiners is USE cable and not placed in raceways.
g. Grounding as required by NEC.
h. AC and DC wiring to be aluminum where possible.
i. Scope of Work Price is based on the COMEX and The Steel Index (TSI) material pricing as of the Effective Date. Increases to COMEX and The Steel Index (TSI) may result in an increase in the Contract Price.
j. Scope of Work Price is based on site parking being available to all Contractor and Subcontractor employees.

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k. Scope of Work Price is based on straight time Monday to Friday (no holidays) work week, 40 hours per week between 6:00 AM and 6:00 PM.
l. Scope of Work Price and schedule assumes that County will receive all necessary easements within 45 business days after the Effective Date.
m. Scope of Work assumes there are no existing encumbrances or easements on the site.
n. Scope of Work Price and Schedule assumes that the County has closed all previous construction projects that may cause a delay in the approval of this Project.

3.13 Solar Scope of Work Exclusions

The Solar Work excludes the following:

a. Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
b. Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and structure defects repairs/replacements as a result of pre-existing condition.
c. Upgrade of the existing site electrical service capacity and transformer.
d. Any upgrades to existing parking lots, sidewalks, etc. unless otherwise included in scope.
e. Drill hole casing, water mitigation, or Rock drilling.
f. Hazardous material abatement and/or removal of any kind.
g. Plan Check Fees (to be paid directly by the County).
h. Inspector of Record fees.
i. Storm Water Pollution Prevention Plan (SWPPP).
j. Americans with Disabilities Act (ADA) improvements including curb cutting, truncated dome installation, repainting, restriping, or installation of new signs.
k. California Solar Initiative (CSI) Incentive application fees.
l. Tree Mitigation and Replanting Costs.
m. String level monitoring.
n. Relocation and modification of underground utilities.
o. Premium time (except for utility tie-in).
p. Field painting – lot striping, conduit painting, etc. above and beyond any items altered during construction or otherwise specified in the scope of work.
q. Asphalt (fog, coating, and striping)
r. Operation and Maintenance services.
s. Other Fees (plan check, utility permits, parking, etc.).

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t. Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
u. Any items not specified in this scope.

Contractor will notify the County of any excluded work or repairs which are necessary to the function of the Work as soon as Contractor becomes aware of such, and before proceeding with related work.

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

3.14 Site Plans

County Jail PV Layout

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

Government Center PV Layout

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

County Museum PV Layout

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

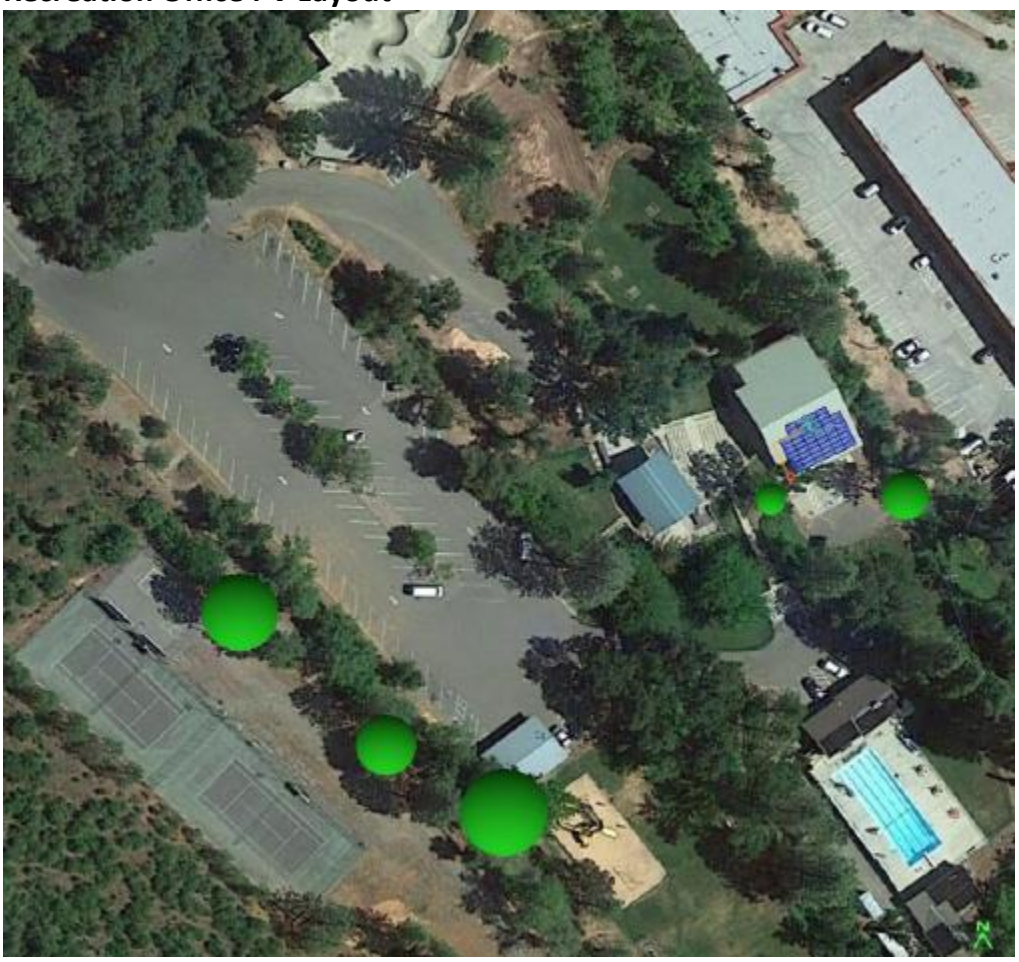
Public Works PV Layout

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

Solid Waste Landfill PV Layout

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

Recreation Office PV Layout



Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

4.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

This project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. Contractor will provide retrofit services in Phases. Each construction Phase will include a complete PV and/or Lighting system retrofit at a given building or site.

The County shall provide safe access to the buildings and provide the necessary security for students and staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by Contractor may need to be vacated to ensure the safety of the occupants. It will be the County's responsibility to temporarily relocate the students or occupants to other classrooms or buildings and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of County's operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (students), etc. Contractor will work with the County to develop a detailed project schedule. Once the project schedule is confirmed, Contractor will provide the County with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of mechanical systems will start upon executing this Agreement and ordering and obtaining necessary equipment, parts and materials needed for installation, as listed in the scope of work. It is anticipated the construction phase of this project would start Summer/Fall 2021.

County and its representatives shall coordinate all the project activities with Contractor's Project Manager only.

5.0 WORK ORDER #1 MILESTONES

Estimated Work Order #1 Milestone Schedule	
Milestone	**Milestone Date**
Notice to Proceed	7/6/2021
Construction Mobilization	Notice to Proceed + 8 weeks
Substantial Completion	Notice to Proceed + 40 weeks
Final Completion	Notice to Proceed + 52 weeks

Contractor shall be given a day-for-day slip in the Work Milestone Schedule for a delay in the Notice to Proceed beyond the date shown above.

6.0 FIXED PRICE AMOUNT

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

The fixed price for this Work Order #1 is **$2,838,826.00**

7.0 PROGRESS PAYMENT SCHEDULE

The County shall pay to Contractor the progress payments set forth below when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

Progress Payments Schedule	
Payment Milestone	**% of Total Task Order Price**
Notice to Proceed	10%
Equipment Order	25%
Progress Payments	50%
Substantial Completion	10%
Final Completion (Retention)	5%

8.0 PERFORMANCE AND PAYMENT BONDS

Upon the written request of the County prior to commencement of work, Contractor shall provide evidence of the following bonds to County:

a. Performance Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to County, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the faithful performance of this Scope of Work; and

b. Payment Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to County, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of this Scope of Work.

The Performance and Payment Bonds shall guarantee timely completion of the Work in accordance with this Scope of Work and shall cover the installation period. The warranty period shall extend one (1) year following Final Completion. The surety, having provided the Performance and Payment Bonds under this Scope of Work, shall assume no liability to Contractor, County or any third parties, should Contractor fail, for any reason, to deliver acceptable warranties beyond the one (1) year warranty period following Final Completion.

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Work Order #2
HVAC Installations and Solar Steel Procurement

PROJECT SCOPE OF WORK INDEX

Section 1 Basis of Energy Engineering
Section 2 HVAC Scope of Work
Section 3 Structural Steel Procurement
Section 4 Proposed Project Installation Timeline & Coordination
Section 5 Work Oder #2 Milestones
Section 6 Fixed Price Amount
Section 7 Progress Payment Schedule
Section 8 Performance and Payment Bonds

1.0 BASIS OF ENERGY ENGINEERING

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from March 2019 through February 2020. The Baseline data takes into consideration the quantity of facilities and size; 2019/2020 building operational schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average ASHRAE weather files for the closest weather station. Except weather files, this data has been obtained from the County.

Since Contractor does not control/follow the building operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of Contractor's control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable classroom buildings), etc.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are reflected in

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the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

* It calculates savings based on County inputs, field measurements, and agreed upon assumptions and stipulations.
* It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
* It is structured so that the individual measure's savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, Contractor may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this Scope of Work). The County is to notify Contractor in writing no later than thirty (30) days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The County shall make available to Contractor no later than thirty (30) days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of required energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted with equal equipment/materials based on the availability at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in the future years and for trouble-free operation, County agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer's guidelines and in accordance with industry standards as applicable to the specific systems. The County may need to provide accurate preventative maintenance and repair records for any work performed on the systems included herein.

2.0 HVAC SCOPE OF WORK

2.1 Basis of Design and Engineering

The intent of this project is to reduce the County's utility costs and operational expenses by replacing the outdated HVAC equipment at the Government Center. The facility will be re-zoned to improve occupant comfort and new high energy efficient units identified in the HVAC scope of work below will be installed.

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As requested, Contractor will be replacing the existing units listed below in Section 2.2 with new high efficient equipment of equal capacity. These direct replacements are based on the assumption that the original units have been sized properly for the local weather conditions, current occupancy levels and space use. Unless specifically requested, it is not Contractor's intent to re-design or to modify these systems. Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, rooftop units' platforms or any pre-existing supports, electrical, gas & condensate drain connections and other existing HVAC system components. It is assumed that that these system components to be re-used are in good operational order and no repairs are needed.

The selections of the new HVAC equipment at the **Government Center** are based on the following main design parameters for the cooling/heating load calculations:

- Outdoor design temperatures are (Title 24 required climate data for Mariposa, CA):
  - 99° F DB / 69° F WB – Summer
  - 20° F DB – Winter
- Bldg. Structure U-values: walls – estimated for various existing structures.
- Lighting load was estimated at 1.0 W/Sq. ft.
- Outside air requirements are per Title-24 & current building codes.
- Zone temperature settings are: 75° F – Occupied Cooling
  85° F – Unoccupied Cooling
  70° F – Occupied Heating
  60° F – Unoccupied Heating

For HVAC systems installed at the **Government Center**, Contractor will furnish necessary Engineered CAD drawings prepared by Mechanical Engineer licensed in the State of California. Engineered set of plans will consist of Mechanical and Structural (as needed) drawings.

In the absence of the reliable as-built drawings, Contractor has made certain design engineering and estimating assumptions for applicable work finished prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise; a fair and equitable solution will be negotiated in good faith between the County and Contractor for any additional costs required.

Contractor will use the current 2019 Title-24, 2019 California Building Code (CBC), 2019 California Plumbing Code (CPC), 2019 California Mechanical Code (CMC), the California Electrical Code (CEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

2.2 Mechanical Scope of Work

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The following lists in detail the mechanical Scope of Work to be performed for unit replacements and HAVC system modifications included in this project:

2.2.1 Engineered Infection Protection (EIP) Scope of Work

This proposal includes a total of (15) needle point bi-polar ionization devices manufactured by Global Plasma Solutions (GPS) to be installed on the existing HVAC systems. The GPS devices create negative and positive Ions, which are nature's cleaning agent. GPS devices will help in reducing airborne particles (dust, pollen) via agglomeration, odor reduction (VOC's) and pathogen reduction (bacteria, viruses, mold spores). GPS devices have been tested to be effective in inhibiting and eradicating SARS-CoV-2 strain of Coronavirus commonly known as COVID-19. The use of the proposed technology is not intended to take the place of reasonable precautions to prevent the transmission of pathogens, including, but not limited to COVID-19. It is important to comply with all applicable public health laws and guidelines issued by federal, state, and local governments and health authorities as well as official guidance published by the Centers for Disease Control and Prevention (CDC), including but not limited to social distancing, hand hygiene, cough etiquette, and the use of face masks.

- Provide and install (15) GPS-FC48-AC self-cleaning Needle Point Bi-polar ionization devices, For the equipment listed in the scope below. The FC48 creates 400 Million Ions/CC/Sec and is UL867 and UL2998 listed as ozone free.

2.2.2 1st floor HVAC Scope of Work

- Remove and replace AC-1B, AC-1C and F-1A systems with like capacity equipment (see table below).
- Demolition of portions of existing ducting for AC-1B and AC-1C HVAC systems, as required.
- Demolition of the existing failing zoning system serving AC-1B and AC-1C.
- Provide and install new zone ducting to separate interior and exterior zones. AC-1C will serve the exterior zones only and AC-1B will serve interior zones only.
- Provide and install (12) new zone damper assemblies and (2) bypass dampers, as required.
- Provide and install (2) new Pelican zoning systems for AC-1B and AC-1C, including TS-200 thermostats, Z8 controllers, Pelican gateway and associated wiring.
- Provide and install (1) Pelican TS-200 thermostat for F-F1A system.

2.2.3 2nd floor HVAC Scope of Work

- Remove and replace F-2A, F-2B, F-2C, FC-2E FC-2F, and FC-2G systems with like capacity equipment (see table below).
- Demo and remove F-2D system and replace with (2) new multizone heat pump systems consisting of:
    - (1) 4-ton Multi-Zone heat pump outdoor unit
        - ❖ (1) 1-ton ducted fan coil
        - ❖ (1) 2-ton ducted fan coil
        - ❖ (1) ¾-ton ducted fan coil

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- (1) 2-ton Multi-Zone heat pump outdoor unit
  - ❖ (1) 1 ¼-ton ducted fan coil
  - ❖ (1) ¾-ton ducted fan coil

- Demolition of portions of the existing ducting for F-2D system, as required.
- Provide and install new supply/return ducting from the newly installed fan coils to the existing supply and return diffusers, per the engineered mechanical drawings.
- Provide and install required Multi Zone heat pump control wiring.
- Provide and install thermostat interface modules for the (5) newly installed fan coils
- Provide labor and material to modify the supply/return ducting for F-2F and F-2G systems, as required.
- Provide and install (1) supply fan to provide outside air to the (5) newly installed fan coils, as required.
- Provide and install new refrigerant line sets from the new fan coils to the respective new outdoor heat pumps.
- Provide and install new required electrical circuits for the newly installed fan coils and multi-zone heat pumps.
- Provide and install new condensate piping from the newly installed fan coils to the nearest termination point.
- Provide and install (11) Pelican TS-200 thermostats for the 2nd floor HVAC systems.

2.2.4 Additional Scope of Work items for the work at 1st and 2nd floors

- Fabricate and install sheet metal transitions as required to support new equipment installation.
- Furnish and install weather tight sealant on seams, joints and connections on equipment and ductwork replaced in this project to ensure full weather seal.
- Remove and properly dispose of existing units including refrigerant recovery per EPA regulations.
- Provide necessary rigging and trucking of removed and new equipment to/from the job site.
- Provide and install necessary mounting hardware for equipment installation.
- Reconnect the existing electrical services to new equipment with new disconnects, as required.
- Reconnect the existing flue pipes, condensate lines and refrigerant lines, as required.
- Provide air balance of HVAC systems by Contractor technicians with written report.
- To ensure proper system operation, perform a complete start-up and test of new equipment by Contractor technicians.
- Daily removal of debris generated by Contractor technicians.
- One-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up.

The quantities, sizes and location of new HVAC units included in this project are listed below:

Mariposa Government Center

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Proposed Equipment						
Area	**Qty**	**Nominal Tons**	**Type**	**Brand**	**Meets T-24 Cooling Efficiency SEER/EER**	**Meets T-24 Heating Efficiency AFUE %**
1st floor AC-1B & AC-2B	2	10	Packaged Gas/Elec	York or equal	YES	YES
1st floor F-1A	1	3	Split Gas/Elec	York or equal	YES	YES
2nd floor F-2B	1	7.5	Split Gas/Elec	York or equal	YES	YES
2nd floor F-2C & F-2F	2	5	Split Gas/Elec	York or equal	YES	YES
2nd floor F-2G	1	4	Split Gas/Elec	York or equal	YES	YES
2nd Floor F-2E	1	3	Split Gas/Elec	York or equal	YES	YES
2nd floor F-2A	1	2	Split Gas/Elec	York or equal	YES	YES
2nd floor SE	1	2	Multi Zone H/P	Samsung or Equal	YES	YES
2nd floor W	1	4	Multi Zone H/P	Samsung or Equal	YES	YES

Notes:

* - H/P – denotes Heat Pump system unit.

** - G/E – denotes Gas Electric system unit.

*** - Equipment brand noted above can be substituted with equal equipment based on the availability at the time of the scheduled installation (per Section 3.0 below), constructability and other considerations as determined by the Project Manager.

2.3 HVAC Scope of Work Exclusions

The above Scope of Work excludes the following:

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- Plumbing, Fire Sprinklers, Acoustical engineering and noise reduction provisions, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- Temporary Cooling or Heating; rigid sheet metal ducts to replace pre-existing flex ducts that are to be re-used.
- DDC controls; economizers where not required by code; existing gas piping & pressure regulators upgrades.
- Any and all hazardous materials work, i.e. asbestos, lead etc.
- All work is to be completed during normal working hours. Overtime is excluded. Any request by County to change working times may result in a change order for added overtime rates.
- Ion concentration sensors, on-going monitoring & testing to confirm ions counts.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- Cost of mechanical permits.
- Any items not specified in this Scope.

3.0 STRUCTURAL STEEL PROCUREMENT

Contractor shall procure and deliver all structural steel for the solar systems required to perform the work as described in Work Order 1.

4.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

This project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. Contractor will provide retrofit services in Phases. Each construction Phase will include a complete HVAC system retrofit at a given building or site.

The County shall provide safe access to the buildings and provide the necessary security for students and staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by Contractor may need to be vacated to ensure the safety of the occupants. It will be the County's responsibility to temporarily relocate the students or occupants to other classrooms or buildings and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of County's operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (students), etc. Contractor will work with the County to develop a detailed project schedule. Once the project schedule is confirmed, Contractor will provide the County with a Schedule of Values and a progress payment schedule, which

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corresponds to the project schedule. The installation of mechanical systems will start upon executing this Agreement and ordering and obtaining necessary equipment, parts and materials needed for installation, as listed in the scope of work. It is anticipated the construction phase of this project would start Spring/Summer 2021.

County and its representatives shall coordinate all the project activities with Contractor's Project Manager only.

5.0 WORK ORDER #2 MILESTONES

Estimated Work Order #2 Milestone Schedule	
Milestone	**Milestone Date**
Notice to Proceed	7/6/2021
Construction Mobilization	Notice to Proceed + 8 weeks
Substantial Completion	Notice to Proceed + 24 weeks
Final Completion	Notice to Proceed + 32 weeks

Contractor shall be given a day-for-day slip in the Work Milestone Schedule for a delay in the Notice to Proceed beyond the date shown above.

6.0 FIXED PRICE AMOUNT

The fixed price for this Work Order #2 is **$797,573.00 (does not include Construction Contingency Allowance"**

County controlled Construction Contingency Allowance adder of **$218,184.00** (Coverage for Work Order 1 & 2)

"Construction Contingency Allowance" is for the use of the Contractor, as approved by the County, to pay for miscellaneous work items which are required to complete the Project including to cover material and labor cost increases, Excusable Delays, Unforeseen Conditions, overtime or premium time, and/or enhancements or additions to the Scope of Work desired by the County. The Contractor shall obtain written approval from the County prior to using the Construction Contingency. If on Final Completion of the Project, funds are remaining in the Construction

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Contingency, such funds shall remain unspent and allocated to the County as the County sees fit to use.

7.0 PROGRESS PAYMENT SCHEDULE

The County shall pay to Contractor the progress payments set forth below when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

Progress Payments Schedule	
Payment Milestone	**% of Total Task Order Price**
Notice to Proceed	10%
Equipment Order	25%
Progress Payments	50%
Substantial Completion	10%
Final Completion (Retention Payment)	5%

8.0 PERFORMANCE AND PAYMENT BONDS

Upon the written request of the County prior to commencement of work, Contractor shall provide evidence of the following bonds to County:

a. Performance Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to County, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the faithful performance of this Scope of Work; and

b. Payment Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to County, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of this Scope of Work.

The Performance and Payment Bonds shall guarantee timely completion of the Work in accordance with this Scope of Work and shall cover the installation period. The warranty period shall extend one (1) year following Final Completion. The surety, having provided the Performance and Payment Bonds under this Scope of Work, shall assume no liability to

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Contractor, County or any third parties, should Contractor fail, for any reason, to deliver acceptable warranties beyond the one (1) year warranty period following Final Completion.

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EXHIBIT E
INSURANCE

Contractor Insurance Requirements

1. Required Coverages. Contractor shall carry and maintain with carriers or self-insurance, as a minimum, the following insurance coverage:

    i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) for each occurrence of bodily injury on a per employee basis;

    ii. Commercial General Liability. One million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations:

    iii. Commercial Automobile Liability, Any Auto. One million dollars ($1,000,000) per accident including owned, non-owned, and hired automobiles.

    iv. Excess coverage of four million dollars ($4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.

2. Policy Endorsements. Insurance coverage required to be maintained by Contractor under this Agreement shall:

    i. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;

    ii. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name County and others as may be reasonably required by County, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of County and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.

3. Certificates. Contractor shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to County upon County's reasonable request.

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

County Insurance Requirements

1. Required Coverage. County shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:

    i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) for each occurrence of bodily injury on a per employee basis;

    ii. Commercial General Liability. One million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations:

    iii. Commercial Automobile Liability, Any Auto. One million dollars ($1,000,000) per accident including owned, non-owned, and hired automobiles.

    iv. Excess coverage of four million dollars ($4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.

2. Policy Endorsements. Insurance coverage required to be maintained by County under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;

3. Certificates. County shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Contractor upon Contractor's reasonable request.

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

EXHIBIT F
CERTIFICATE OF SUBSTANTIAL/FINAL COMPLETION AND ACCEPTANCE

The undersigned, County of Mariposa ("the County"), having its office at _____, having entered into the Facility Solutions Agreement ("Agreement") dated _____, with SitelogIQ, Inc., ("Contractor"), does hereby certify as follows:

1. I am authorized to issue this [Substantial][Final] Completion Certificate on behalf of the County.

2. As of the date hereof, all the requirements for achievement of [Substantial][Final] Completion pursuant to the Agreement have been met.

ACCEPTANCE

Contractor: SitelogIQ, Inc.

By: _____
Name:
Title:

County:
County of Mariposa
By:_____
Name:
Title:

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

EXHIBIT G
NOTICE TO PROCEED

SitelogIQ, Inc.
1512 Silica Avenue
Sacramento, CA 95815
Kecia Davison, President - West Energy

Re: Notice to Proceed

Dear Kecia Davison:

This Notice to Proceed is being issued by County of Mariposa ("County") to SitelogIQ, Inc. ("Contractor") pursuant to the 4217 Facility Solutions Agreement, entered into on _____

This Notice to Proceed authorizes the Work described by Exhibit C of the Agreement.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

ACKNOWLEDGED & AGREED TO:

County of Mariposa	SitelogIQ, Inc.
Signature:_____	Signature:_____
Name:	Name: Kecia Davison
Title:	Title: President - West Energy
Date: _____	Date: _____

Attachment: Mariposa County Contract_6-2-2021_SIQ Clean (1) (RES-2021-332 : SiteLogIQ Agreements)

OPERATIONS & MAINTENANCE AGREEMENT

by and between

County of Mariposa

and

SitelogIQ

1501 El Camino Ave, Suite 201

Sacramento, California 95815

Attachment: County of Mariposa Solar OM Agreement_5.27.2021_SIQ (RES-2021-332 : SiteLogIQ Agreements)

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OPERATION AND MAINTENANCE AGREEMENT

This Operation and Maintenance Agreement ("Agreement") is entered into as of _____, between the County of Mariposa, a Political Subdivision of the State of California ("Owner") and SitelogIQ Inc, a Delaware corporation ("Operator").

RECITALS

WHEREAS, Owner intends to construct, install, and commission small-scale photovoltaic solar electric facilities (individually called System, together called "Systems").

WHEREAS, the Systems will be constructed at various client sites (individually called Site, together called Sites).

WHEREAS, the Systems and Sites are as follows:

System	Site
137.00 kW DC	Mariposa County Jail 5379 Highway 49 North, Mariposa, CA 95338
54.00 kW DC	County of Mariposa Government Center 5100 Bullion St. Mariposa, CA 95338
62.30 kW DC	County of Mariposa Public Works 4639 Ben Hur Rd. Mariposa, CA 95338
20.80 kW DC	County of Mariposa Recreation Office 4994/5000 County Park Rd. Mariposa, CA 95338
54.80 kW DC	County of Mariposa Solid Waste Landfill 5593 Highway 49 North Mariposa, CA 95338
49.80 kW DC	County of Mariposa Museum 5119 Jessie St Mariposa, CA 95338

WHEREAS, SitelogIQ, Inc, Delaware corporation ("Installer") and Owner have entered into a Facility Solutions Agreement ("FSA") pursuant to which Installer has agreed to design, construct and deliver the Systems on behalf of Owner; and

WHEREAS, Operator, in its capacity as operator hereunder, has agreed to operate and maintain the Systems under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

Attachment: County of Mariposa Solar OM Agreement_5.27.2021_SIQ (RES-2021-332 : SiteLogIQ Agreements)

1. DEFINITIONS

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation", (d) references to "Sections" and "Exhibits" shall be to sections and exhibits hereof; (e) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection hereof; and (f) references to this Agreement shall include a reference to all Exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time.

2. SERVICES

2.1. System Services

(a) Throughout the Term of this Agreement, Operator shall provide System Services as set forth in Exhibit B for the Systems.

(b) Operator shall perform an Annual Energy Production Evaluation for each System.

(c) System Services shall be performed in accordance with Industry Standards and Applicable Law for photovoltaic solar projects in California.

(d) All periodic maintenance and inspection services shall be performed at regular intervals as described in Exhibit B

(e) All maintenance and inspection services shall be performed by qualified technical personnel in accordance with the operation and maintenance manuals.

(f) Operator personnel and agents will check-in at offices during business hours prior to beginning Work.

(g) Repair of damaged/vandalized Systems shall be performed by Operator, as directed by Owner, at the rates specified in Exhibit F.

(h) Any other Owner requested services not defined in this Agreement shall be billed at the rates specified in Exhibit F on a time and materials basis.

2.2. Annual Reports and Meeting

Throughout the Term, Operator shall furnish to Owner the annual maintenance/inspection report ("Annual Report") covering all Systems for the twelve-month period ending on December 31 of each calendar year. The first reporting period of the Term shall begin upon Final Completion (as set forth in the FSA) and extend through December 31. The Annual Report shall be submitted within two (2) months from the period ending. The Annual Report shall include the following:

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a. Summary of operations;
b. Weather and energy production data;
c. Calculation of Cumulative Annual Energy Production;
d. System performance data;
e. Reports of any environmental disturbances (e.g. chemical spills);
f. Safety/accident reports;
g. Summary of Additional Services, if any;
h. Maintenance and inspection logs; and
i. Proposal of actions required to be taken by Operator, if any.

2.3. Warranty

(a) Subject to the limitations set forth in this Section 2.3, commencing on the Final Completion Date, and for a period of ten (10) years, Operator warrants that the System will be free from defects in materials and workmanship under normal operating conditions and shall conform to the final System design provided by the Operator under the FSA. If the System has a defect that causes it to fail to conform to any of the foregoing Warranties, Operator will, at its option, either repair or replace the portion of the System that is defective at no cost to the Owner.

Subject to the limitations set forth in this Section 2.3, commencing on the Final Completion Date for each system, Operator shall provide a ten (10) year warranty to protect against defects and undue degradation of electrical generation output of the Solar Plant ("Operator Warranty") in compliance with the California Public Utility Code 387.5(d)(4). Operator Warranty shall include the following:

(i) Ten (10) year warranty to protect Owner against more than 15% degradation of electrical generation output that may occur as a result of faulty installation.

(ii) Ten (10) year warranty to provide for no-cost repair or replacement of a defect not otherwise covered by Manufacturer Warranties provided such defect causes more than fifteen percent (15%) degradation of electrical generation output.

If the System has a defect that causes it to fail to conform to any of the foregoing Warranties, Operator will, at its option, either repair or replace the portion of the Solar Plant that is defective at no cost to the Owner.

(b) This Warranty shall not cover any defects to the extent such defect is caused by any of the following:

(i) Alterations or repairs made to the System by anyone except for Operator or Operator's Subcontractors without Operator's prior written approval;

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(ii) Failure of the System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;

(iii) Use of the System by anyone except for Operator or Operator's Subcontractors beyond the scope contemplated in its operating manuals or technical specifications;

(iv) Damage to the System not caused directly or indirectly by Operator or its Subcontractors under any agreement between Operator and Owner;

(v) Damage or property loss to the System caused by third parties including, but not limited to, vandalism and theft.

(vi) Manufacture defects or Return merchandise authorization (RMA) of equipment.

(vii) Force Majeure Events; and

(viii) A change in usage of the Site, which may affect building or site permits and related requirements, without the written approval of Operator, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein.

Corrections, repairs, or replacement covering the equipment, materials, and labor as a result of the defects above shall be billed at the rates specified in Exhibit F, on a time and materials basis

(c) The Operator Warranty assumes that all Manufacturer Warranties have been assigned to the Owner under the FSA. Operator's obligations under the Operator Warranty do not apply to defects in materials or equipment provided by Manufacturer Warranty. Operator makes no representation or warranty, and Owner shall seek no recourse from Operator, regarding the warranties of the manufacturers, including, without limitation, the power output of the PV modules.

(d) To the extent that Equipment Warranties cover replacement and/or repair of any System equipment during the Term, it shall be Operator's responsibility under this Agreement to use commercially reasonable efforts to submit, process and pursue, at Operator's sole cost and expense, warranty coverage; provided, however, that, because warranty claims may need to be submitted in the name of Owner, Owner shall provide such full and complete cooperation as Operator may reasonably require in connection with such submission, processing and pursuit of warranty coverage.

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(e) Operator agrees to act as agent on behalf of Owner for purposes of Section 2.3(d). If, in the event the equipment manufacturer denies responsibility for warranty service and Operator is instructed by Owner to pursue action against the equipment manufacturer, whether through litigation or otherwise, Owner shall reimburse Operator for any of the costs, expenses, or repairs incurred by Operator in this context, even if such attempt to recover from the equipment manufacturer fails, provided that such failure is not the result of errors or omissions by Operator. Such costs shall be reimbursed by Owner to Operator within thirty (30) days of receipt of invoice.

(f) This Warranty shall expire ten (10) years (one hundred twenty (120) months) after Final Completion Date for each System.

(g) Except as expressly provided herein or in the Agreement, Operator expressly disclaims any and all warranties of any kind, express, implied or statutory, including without limitation any implied warranties of merchantability and/or fitness for a particular purpose.

2.4. Insurance

Without limiting any of the obligations or liabilities of either of the Parties, each of the Parties shall at all times throughout the Term of this Agreement and any renewal thereof, carry and maintain, or cause to be carried and maintained, at its own expense, such insurances coverage in Exhibit C.

2.5. General Obligations of Owner

Owner shall ensure that Operator and its authorized agents, employees or Subcontractors shall have reasonable access to the Site in order to provide scheduled or unscheduled maintenance activities, maintenance of the grounds, emergency services, or to conduct other System Services, in all cases, to the extent that such activities and/or services are within the scope of this Agreement and are provided in accordance with the terms of this Agreement. Except in the case of an emergency, Operator shall give 48 hours prior written notice to the appropriate client site administrator, whose name and contact information shall be provided to Operator, before any entry onto the Site by Operator's employees, agents or contractors.

2.6. Permits

(a) Subject to Section 2.6(c), Operator shall be responsible, at its sole cost and expense, for procuring, obtaining, maintaining and complying with all Operator Acquired Permits (Exhibit D) required to perform System Services under this Agreement;

(b) Subject to Section 2.6(c), Owner shall be responsible for procuring, obtaining, maintaining and complying with all Owner Acquired Permits (Exhibit D) applicable as of the date hereof. If any new Owner Acquired Permits shall become required for the operation of the System due to a

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change in the Applicable Law after the date of this Agreement, Owner shall obtain such permits in a timely manner and at its sole cost and expense, except where such additional Owner Acquired Permits arise as a result of any omission, neglect or default of Operator, in which case Operator shall reimburse Owner for any costs or losses arising as a result of or in connection with procuring, obtaining, maintaining and complying with such Owner Acquired Permits.

(c) To the extent that a Party is required to obtain any Applicable Permits, the other Party agrees to cooperate with and assist that Party in obtaining the same and the Party which is required to obtain such Applicable Permits shall reimburse the other Party for its reasonable costs in providing such assistance. Notwithstanding anything in this Agreement to the contrary, Operator shall be required to comply with Applicable Law as in effect on the date of this Agreement at no additional charge to Owner. Following the date of this Agreement, any costs incurred by Operator in performing its obligations hereunder resulting from changes in Applicable Permit conditions or requirements, or changes in Applicable Law, shall be borne by Owner except to the extent it does not involve an increase in the scope of System Services.

2.7. Telephone & Data Communication

Owner shall directly pay any utility or other third party service provider invoices as become due as may be required for Operator's remote access to telephone and/or data communications service available at the Site to the extent necessary for the performance by Operator of System Services under this Agreement. Owner will be responsible for all monthly service charges related to telephone and data communications services.

2.8. Storage

To the extent Operator has established space on the Site and to the extent that any such use is permitted under Applicable Law, Operator may use such space for storing parts and supplies necessary for the performance of System Services. At Operator's option and upon the written approval of Owner, additional storage sheds may be installed at the Site at Operator's expense. Operator must seek and obtain building permits and other local permits and approvals required in connection therewith (which shall be designated as Operator Acquired Permits) and Owner shall reasonably cooperate in obtaining such permits and approvals. Operator shall maintain any space utilized in accordance with this Agreement as if it were part of System Services and shall be required (at its own cost), if requested by Owner, to remove any storage sheds installed at the Site at the end of the Term.

2.9. Duty to Cooperate

Owner shall cooperate with Operator in taking all actions reasonably requested by Operator (i) to ensure that parties with whom Owner has agreements or relationships that are essential to System Services are available and able to perform as contemplated in this Agreement. Owner shall be directly responsible for all utility costs (water, communication, electricity) of the System except

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to the extent that such costs arise as a result of the omission, neglect or default of Operator.

3. TERM

3.1. Term

(a) The term of this Agreement ("Term") includes the period during which System Services are to be provided for the Systems and shall commence when the first System has achieved Final Completion (as defined in the FSA); and expire (i) one hundred twenty (120) months after the last System has achieved Final Completion.

(b) The Term shall be subject to the provisions of Section 3.2 (Termination).

(c) Termination of this Agreement shall be without prejudice to Operator's right to receive a proportional amount of the Service Fees that have accrued up to the date of Termination.

(d) No later than one hundred eighty (180) calendar days prior to the end of the Term, Owner may request that the Term of this Agreement be extended by an additional period specified in such request. Parties shall negotiate an extension in good faith and in a timely fashion prior to the expiration of the Term, though neither Party shall not be obligated to enter into an extension.

3.2. Termination

(a) Owner may terminate this Agreement in the event of any of the following:

(i) Operator becomes Insolvent; or

(ii) Failure by Operator to perform any of its material obligations under this Agreement, which failure is not remedied within thirty (30) calendar days of written notice of such failure from Owner to Operator; provided that if such failure can be remedied, and (1) such failure cannot reasonably be remedied within such thirty (30) calendar day period, and (2) Operator commences cure of such failure within such thirty (30) calendar day period and thereafter diligently seeks to remedy such failure, then Owner shall not be entitled to terminate this Agreement until such time as Operator ceases all reasonable endeavors to cure such failure unless such failure continues for a period of a ninety (90) calendar days from the original written notice from Owner; or

(iii) A Force Majeure Event occurs which prevents Operator from providing a material part of System Services for a continuous period of at least one hundred eighty (180) calendar days and Owner reasonably concludes such prevention is not reasonably

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likely to be remedied within a further period of one hundred eighty (180) calendar days. Subject to Section 6.5, Owner shall compensate Operator for all System Services completed prior to the termination date.

(b) Operator may terminate this Agreement in the event of any of the following:

(i) Owner fails to pay to Operator any amounts due under this Agreement (other than any amounts which are the subject of a good faith dispute) within fifteen (15) calendar days of written notice of such failure from Operator to Owner, provided that failure to pay shall not be on account of the negligence or willful action or inaction of Operator; or

(ii) Material breach by Owner of any of its obligations under this Agreement, which materially impairs Operator's ability to perform its obligations under this Agreement, and which breach is not remedied within thirty (30) calendar days of written notice of such failure from Operator to Owner; provided that (1) if such failure can be remedied, and (A) such failure cannot reasonably be remedied within such thirty (30) calendar day period, and (B) Owner commences cure of such failure within such thirty (30) calendar day period, and thereafter diligently seeks to remedy such failure, then Operator shall not be entitled to terminate this Agreement until such time as Owner ceases reasonable efforts to cure such failure unless such failure continues for a period of ninety (90) calendar days from the original written notice from Operator; and (2) failure of Owner to perform its obligations is not on account of the negligence or willful action or inaction of Owner; or

(iii) Owner becomes Insolvent.

(c) Parties may terminate this Agreement, either partially or in whole, by mutual written consent. Termination by mutual consent may be initiated by either Party at any time by written means. Upon such termination, Owner shall compensate Operator for all System Services completed prior to the termination date.

(d) A notice of termination given pursuant to the foregoing provisions of this Section 3.2 ("Termination Notice") shall specify in reasonable detail the circumstances giving rise to the Termination Notice. Except to the extent otherwise provided herein, this Agreement shall terminate on the date specified in the Termination Notice, which date shall not be earlier than the date upon which the applicable Party is entitled to effect such termination as provided above.

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(e) Termination of this Agreement shall not affect any rights or obligations as between the Parties which may have accrued prior to such termination or which expressly or by implication are intended to survive termination whether resulting from the event giving rise to termination or otherwise, including, without limitation, Sections 6.7 and 6.8.

4. SERVICE FEES

4.1. Compensation

As compensation for provision of System Services by Operator, Owner shall pay Operator an annual fee of **$11,400** inflating at 3.0% annually, for each year during the Term ("Service Fees"). Service Fees are due within thirty (30) calendar days of Invoice Date. First annual invoice will be submitted to the Owner upon Final Completion of the Systems. All subsequent invoices will be submitted annually.

4.2. Late Payments

Overdue payment obligations of Owner hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the rate published by the Wall Street Journal as the "prime rate" on the date on which such interest begins to accrue plus two percent (2%).

4.3. Disputed Payments

In the event that Owner disputes any portion of an invoice submitted by Operator, Owner shall pay the undisputed portion thereof when due. All disputed payments shall be resolved in accordance Section 6.5.

5. OPERATOR'S GUARANTEE

(a) Operator shall conduct and provide to Owner an evaluation each calendar year during the effective Term of the Agreement to determine the Cumulative Annual Energy Production from all the Systems combined.

(b) The Cumulative Annual Energy Production shall be measured for each complete calendar year, January 1 to December 31 ("Annual Production Period"). No evaluation will be performed for the first partial period (Final Completion for all Systems to the first December 31 of the Term) and last partial period (last January 1 of the Term to Term expiration) due to incomplete data.

(c) The Cumulative Annual Energy Production shall be compared to the Expected Annual Energy Production calculated upon Final completion for all the Systems combined to evaluate the performance of the Systems.

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(d) Operator hereby guarantees to Owner an energy output of ninety percent (90%) of the Expected Annual Energy Production for the aggregate of the Systems for each Annual Production Period ("Energy Production Guarantee"), subject to the adjustments in Section 5(g), 5(h), 5(i), and 5(j).

(e) The evaluation shall be conducted in accordance with the procedures provided in Exhibit E.

(f) If the Systems fail to meet the Energy Production Guarantee, then within ninety (90) calendar days after the failure is identified, the Operator shall pay the Owner the difference between the Cumulative Annual Energy Production and the Energy Production Guarantee for such period multiplied by the Power Payment ($0.17/kWh) ("True-Up Refund"). The True-Up Refund shall increase three percent (3%) annually upon commencement of the Term.

(g) If the Cumulative Annual Energy Production is more than one hundred five percent (105%) of the Expected Annual Energy Production, then the Owner shall give a kWh credit to the Operator for every kWh between the measured Cumulative Annual Energy Production and one hundred five percent (105%) of the Expected Annual Energy Production for such Annual Production Period. Operator shall be entitled to apply this credit to any future Annual Production Period at the Operator's sole discretion.

(h) The Expected Annual Energy Production for the combined Systems shall be reduced accordingly for the period of time any System is not in operation in connection with (a) temporary removal of the System, a movement to an alternate location, or a temporary shutdown of the System or any portion thereof; (b) the occurrence of an event of Force Majeure has temporarily impaired or disabled the operation of any System or any portion thereof; (c) Owner interferes with the System; (d) vandalism or theft, (e) Utility caused outages, or (f) any manufacturer defects that cause outages. Operator shall provide and justify data verifying the loss of generation using the System Model defined in Exhibit E.

(i) Operator's Expected Annual Energy Production shall proportionately terminate and be of no further force or effect if any System, or any portion thereof, is subject to a permanent shutdown or an event of Force Majeure occurs, the effect of which to permanently impair or interfere with the operation of the System, or any portion thereof.

(j) The Parties agree that Owner shall avoid activities that result in overshadowing or shading of the Systems in a manner that would prevent Operator from satisfying its Energy Production Guarantee. In the event the Systems, or any portion thereof, is overshadowed or shaded in a manner that prevents Operator from satisfying its Energy Production Guarantee for any reason beyond the control of Operator, Owner agrees

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that Operator's Expected Annual Energy Production shall be reduced accordingly. Operator shall provide and justify data verifying the loss of generation using the System Model of the System due to overshadowing or shading.

6. MISCELLANEOUS

6.1. No Partnership

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between or among the Parties or to impose any such obligation or liability upon any Party. No Party shall have any right, power or authority to enter into any contract or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party or Parties.

6.2. Party Representatives

(a) Owner Representative. Owner designates, and Operator agrees to accept, Public Works Director as "Owner Representative" for all matters relating to Owner's performance under this Agreement. The actions taken by Owner Representative regarding such performance shall be deemed the acts of Owner and shall be fully binding on Owner. Owner may, upon written notice to Operator, change the designated Owner Representative.

(b) Operator Representative. Operator designates, and Owner agrees to accept, Kecia Davison, as "Operator Representative" for all matters relating to Operator's performance under this Agreement. The actions taken by Operator Representative shall be deemed the acts of Operator. Operator may, upon written notice to Owner, change the designated Operator Representative.

6.3. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing and (a) if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) if sent by facsimile with confirmation. Mailed notices and facsimile notices shall be addressed as follows to:

Owner:

Name:	County Administrative Officer
Address:	P.O. Box 784
	Mariposa, CA 95338
Phone:	(209) 966-3222
Email:	dkimble@mariposacounty.org

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With a copy to:

Name: County Counsel
Address: P.O. Box 189
Mariposa, CA 95338
Phone: (209) 966-3222
Email: sdahlem@mariposacounty.org

Operator:
SitelogIQ
Attention: Kecia Davison, President, West Energy
1512 Silica Ave
Sacramento, CA 95815
Phone: (714) 290-4075
Email: kecia.davison@sitelogiq.com

6.4. Fingerprinting.

Unless exempted, Operator and its Subcontractors shall comply with the applicable requirements with respect to fingerprinting of Operator and Subcontractor's employees and representatives who perform Work at the Site.

6.5. Force Majeure Event

(a) Neither Party shall be considered to be in default of its obligations under this Agreement when and to the extent that performance of such obligations is prevented by any Force Majeure Event which arises after the date of this Agreement.

(b) If either Party shall rely on the occurrence of a Force Majeure Event as a basis for being excused from the performance of its obligations under this Agreement, then the Party relying on the event or condition shall (i) provide prompt notice to the other Party of the occurrence of the Force Majeure Event, giving an estimation of its expected duration and the probable impact on the performance of its obligations hereunder; (ii) exercise all commercially reasonable efforts to continue to perform its obligations hereunder; (iii) expeditiously take any action within its reasonable control to correct or cure the Force Majeure Event excusing performance; (iv) exercise all commercially reasonable efforts to mitigate or limit damages to the other Party to the extent such action will not adversely affect its own interests; and (v) provide periodic notices to the other Party with respect to its actions and plans for actions in accordance with (ii), (iii) and (iv) above and promptly notify to the other Party of the cessation of the event or condition giving rise to it being excused from performance.

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(c) In the event that Operator is prevented from providing all or part of System Services as a result of a Force Majeure Event for a period of thirty (30) consecutive days and it is reasonably expected that Operator will not be able to resume full performance of System Services within an additional thirty (30) days, Owner shall be entitled to require Operator to reduce the scope of System Services commencing as of the date of such notice by Owner until such time as Operator can demonstrate, to the reasonable satisfaction of Owner, that Operator is able to resume full performance of System Services. As from the date on which Owner reduces System Services until the date on which Operator resumes full performance of System Services, the obligation of Owner to pay the fee pursuant to Section 4 shall be reduced proportionately to take account of the level of System Services that Operator is actually performing.

(d) Operator shall document any Force Majeure Event and its consequences so that costs which are directly attributable to such Force Majeure Event may be claimed by Owner from any insurance carried by Owner.

6.6. Dispute Resolution

(a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Operator and Owner shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Subsections (b), (c) and (d) of this Section shall apply to the extent applicable to the Dispute.

(b) Technical Dispute. Technical Disputes shall be resolved by an independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards related to operation and maintenance. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert mutually agreed in writing by Operator and Owner. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.

(c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by Owner and Operator. If Owner and Operator are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by Owner, and one-half by Operator. In

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any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section 6.5 shall survive any termination of this Agreement.

(d) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other Party.

6.7. Indemnification.

The Parties hereto agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury and/or damages arising from or in any way connected to the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

6.8. Damages.

IN NO CIRCUMSTANCES SHALL THE OPERATOR OR OWNER OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES. NOTHING IN THIS SECTION SHALL LIMIT THE WARRANTIES GRANTED IN SECTION 2.3.

6.9. Limit of Liability.

To the maximum extent permitted by law, Owner agrees to limit Operator's liability for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Operator to the Owner shall not exceed the equivalent to the insurance limits

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as published in Exhibit C. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.10. Governing Law.

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 6.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Stanislaus County, California and shall comply with all requirements necessary to give such court jurisdiction.

6.11. Tax Matters

Notwithstanding anything to the contrary set forth herein or in any other agreement to which the parties hereto are parties or by which they are bound, the obligations of confidentiality contained herein and therein, as they relate to the transactions described in and contemplated by such agreements, shall not apply to the U.S. Federal tax structure or U.S. Federal tax treatment of the System, and each of the parties hereto (and any employee, representative or agent of any party hereto) may disclose to any and all persons without limitation of any kind, the U.S. Federal tax structure and U.S. Federal tax treatment of such transactions. The preceding sentence is intended to cause the System or the interests in them pursuant to the agreements between the Parties not to be treated as having been offered under conditions of confidentiality for purposes of section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Internal Revenue Code of 1986, as amended, and shall be construed in a manner consistent with such purpose. In addition, each of the Parties acknowledges that it has no proprietary or exclusive rights to the tax structure of the transactions described in and contemplated by the agreements between the Parties or any tax matter or tax idea related to such transactions.

6.12. Successors and Assigns

(a) Except as set forth in this Agreement, no Party shall be entitled to assign this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld.

(b) Notwithstanding the foregoing, (i) Owner shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Operator) to any lenders by way of security for the performance of obligations to such lenders without the consent of Operator; and (ii) Operator shall be entitled to assign its right, obligation, title and interest in and to this Agreement to any of its Affiliates or in connection with a merger or acquisition of Operator. Parties shall provide a written notice at least 30 days prior to assigning the rights, title, and interest in and to this Agreement.

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6.13. Announcements and Publications.

Operator shall coordinate with Owner with respect to, and provide advance copies to Owner for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Operator, in each case, who agree to keep such information confidential. If Owner delivers written notice to Operator rejecting any such proposed announcement or publication within two (2) Business Days after receiving such advance copies, the Operator shall not make such public announcement or publication; provided, however, that Operator may disseminate or release such information in response to requirements of Governmental Authority.

6.14. No Waiver

No provision of this Agreement shall be considered waived by either Party except when such waiver is made in writing. The failure of either Party to insist, on one or more occasions, upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder or the delay or failure in exercising totally or partially any right or remedy under this Agreement, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights or any other rights for the future, but the same shall continue and remain in full force and effect.

6.15. Validity.

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

6.16. Priority of Documents.

In the event of conflicting provisions in the Agreement, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment), second, this Agreement, and third, Exhibits.

6.17. Time of Essence.

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

6.18. Headings.

The headings in this Agreement are for convenience of 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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6.19. Binding Effect.

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

6.20. Counterparts; Signature Pages.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

6.21. Complete Agreement.

(a) This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No verbal, or written agreement nor conversation with any officer or employee of either Party nor any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the Owner and Operator by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

(b) Each Party acknowledges that it has not relied on any representation, warranty, collateral contract or other assurance made by or on behalf of any other party at any time before the signature of this Agreement. Each Party waives all rights and remedies which, but for this clause (ii), might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

[Signature page follows]

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IN WITNESS WHEREOF, the Parties have executed this Operation and Maintenance Agreement as of the date first above written.

Owner:	Operator:
Mariposa County Name: Marshall Long Title: Board of Supervisors Chair	SitelogIQ, Inc. Name: Kecia Davison Title: Vice President, Sales

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EXHIBIT A
TO
OPERATION AND MAINTENANCE AGREEMENT

DEFINED TERMS

As used in the attached Agreement, the following terms shall have the meanings set forth below:

Additional Services means any other services not defined in this Agreement which shall be billed at the rates specified in Exhibit F on a time and materials basis.

Affiliate of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term "control" of a specified Person including, with correlative meanings, the terms, "controlled by" and "under common control with," means (a) the Ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through Ownership of voting securities, by contract or otherwise.

Agreement means this Operation and Maintenance Agreement as it may be amended and/or restated from time to time.

Annual Energy Production Evaluation is an analysis which measures and compares the Cumulative Annual Energy Production with the Energy Production Guarantee based on Exhibit E.

Annual Production Period is the period between January 1 and December 31.

Annual Reports has the meaning given in Section 2.2.

Applicable Law shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

Applicable Permits shall mean, collectively, Operator Acquired Permits and the Owner Acquired Permits.

Business Day means a day (other than a Saturday or Sunday) on which banks are generally open in California for normal business.

Cumulative Annual Energy Production means the actual AC electrical output in kilowatt-hours (kWh) for the Annual Production Period as measured and recorded by all the Systems revenue meters and adjusted for meter calibration error, if required.

Energy Production Guarantee is the guaranteed energy production output as defined in Section 5(d).

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Expected Annual Energy Production means the expected AC electrical output in kilowatt-hours (kWh) for the Annual Production Period as calculated by the System Model that represents the final design of the Systems and adjusted for annual weather data and degradation.

Force Majeure Event shall mean, when used in connection with the performance of a Party's obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is unforeseeable, or being foreseeable, unavoidable and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

(a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;

(b) acts of God, including but not limited to, storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, fires, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites);

(c) acts of sabotage or destruction by a third party (other than any Operator retained by or on behalf of the Party) of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;

(d) regional or national strikes, walkouts, lockouts or similar industrial or labor actions or disputes; and

(e) acts of any Governmental Authority that materially restrict or limit a Party's performance under this Agreement, including Operator's access to the Site or its activities at the Site.

Governmental Authority shall mean any national, autonomic, state, regional, province, town, city, or municipal government, whether domestic or foreign, or other administrative, regulatory or judicial body of any of the foregoing.

Industry Standards shall mean those standards of care and diligence normally practiced by commercial-scale solar engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which System Services will be performed and in accordance with good engineering design practices, Applicable Laws, Applicable Permits, and other standards established for such Work. Industry Standards are not intended to be limited to optimum practice or methods to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices and methods that must take the conditions specific to any given facility into consideration.

Insolvent means (a) a Party shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer or consent seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under the present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors, or shall seek or consent to or acquiesce in the appointment

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of any trustee, receiver, conservator or liquidator of such party or of all or any Final part of its properties (the term "acquiesce", as used in this definition, includes the failure to file a petition or motion to vacate or discharge any order, judgment or decree within fifteen (15) days after entry of such order, judgment or decree); (b) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against a Party seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy act, or any other present or future applicable Federal, state or other statute or law relating to bankruptcy, insolvency or other relief for debtors, and such party shall acquiesce and such decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or a trustee, receiver, conservator or liquidator of such party shall be appointed with the consent or acquiescence of such party and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days, whether or not consecutive; (c) a Party shall admit in writing its inability to pay its debts as they mature; (d) a Party shall give notice to any Governmental Authority of insolvency or pending insolvency, or suspension or pending suspension of operations; or (e) a Party shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

Installer shall mean the contractor responsible for the procurement, installation, startup, and testing of the System under separate contract with the Owner.

Manufacturer Warranty shall mean all warranties provided by the equipment manufacturers and assigned to Owner under the FSA..

O&M Manual shall mean the set of System operational and maintenance documents provided by the Installer to the Owner and by the Owner to the Operator for the purpose of instruction in the operation and maintenance needs of the System and its components.

Operator has the meaning given in the preamble to this Agreement.

Operator Acquired Permits shall mean those permits set forth in Exhibit D hereto.

Operator Representative shall mean the representative of Operator appointed pursuant to Section 6.2(b).

Owner has the meaning given in the preamble of this Agreement.

Owner Acquired Permits shall mean those permits set forth in Exhibit D hereto.

Owner Representative shall mean the representative of Operator appointed pursuant to Section 6.2(a).

Parties means each of Operator and Owner.

Party means either Operator or Owner.

Permits shall mean, collectively, Operator Acquired Permits and the Owner Acquired Permits.

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Person means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association, or Governmental Authority.

Power Payment shall have the meaning set forth in Section 5.

Site has the meaning given in the Recitals of this Agreement.

Subcontractor means any person to whom Operator subcontracts any of its obligations under this Agreement pursuant to a Subcontract, including the Suppliers and any person to whom such obligations are further subcontracted of any tier.

Final Completion shall have the meaning defined in the Facility Solutions Agreement between Operator and Owner.

System has the meaning set forth in the Recitals.

System Services means, collectively, the services set forth in Exhibit B.

Technical Dispute has the meaning given in Section 6.6(b).

Term has the meaning given in Section 3.1(a).

Termination Notice has the meaning given in Section 3.2(c).

True-Up Refund has the meaning given in Section 5(f).

True-Up Fee has the meaning given in Section 5(g).

Warranty means the Warranty Requirements set forth in the California Public Utilities Commission California Solar Initiative Program Handbook dated December 2018 (Section 2.4 – Warranty Requirements).

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EXHIBIT B
TO
OPERATION AND MAINTENANCE AGREEMENT

SYSTEM SERVICES

Annual Inspection Services

Complete inspection, system maintenance, and recommissioning services in each year of this agreement term as detailed below. Report inspection finding, required repairs, and repair recommendations, including estimated costs for each maintenance visit. As part of our system maintenance, the following services will be completed and reported to the Customer during the Annual report period.

a) Visual Inspection

a. Visually inspect structures, arrays, and enclosures for excessive wear, damage, defects, rust/corrosion, etc.
b. Verify new and/or existing shade concerns for the photovoltaic array.
c. Verify module cleanliness and/or soiling issues.
d. Verify that all signage and placards are firmly attached and legible.
e. Verify condition of all wall & pad mounted switchgear, meters and inverters for corrosion and security of attachment to wall/structure/pad, etc. Note any new access issues.
f. Verify condition of ac and dc disconnect(s).
g. Confirm that the System is on line and that the output is at the expected level.
h. Confirm that the monitoring system is in service and functioning properly.

b) Photo Documentation

a. Take digital photos of all major system components
b. Submit digital images along with checklist and other documentation following visit.

c) Array – Structure & Modules

a. Complete inspection of array.
b. Inspect and tighten structure ground bonding straps/fasteners.
c. Verify secure module attachment by random torque testing or visual test.
d. Verify condition of racking hardware connections, splices, etc.
e. Verify condition of inter-module array wiring for aging and corrosion.
f. Inspect visible random sampling of wiring connections.
g. Inspect visible conduit system.

d) Electrical Connection – Inverters & Combiner Box

a. Verify condition of inverters.
b. Note condition of all circuit boards and electrical components.
c. Check Voc & Isc of all strings (if required).
d. Verify that all manufacturer updates and service bulletins have been performed.
e. Coordinate inverter manufacturer service, if necessary.

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f. Perform all electrical connection torque tests.
g. Inspect and clean heatsink, if applicable.
h. Inspect and clean inverter exhaust fan a vents.
i. Inspect and tighten connectors and lugs (inverter, transformer, disconnects).
j. Oil and lubricate disconnects.
k. Check all fuses for cleared fuse and replace any cleared fuses.
l. Verify condition of wire transition junction boxes for weatherproofing, corrosion, and security of internal wiring connections.
m. Verify condition of all DC and AC conduits and connections.
n. Verify interior and exterior condition of DC combiner box(es).

e) Data Acquisition System (DAS)

a. Clean all instrumentation and sensors and lubricate moving parts.
b. Inspect and tighten connections.
c. Check input signals.
d. Confirm that pyranometer/sensor is aligned with the plane of the PV array.
e. Log kWh readings from Inverters to meters, and compare data in a 24-hour increment to monitoring system to verify proper calibration of meters and monitoring system.
f. Check calibration of the weather station instruments, as necessary.

System Services Not Included

a. Weed abatement around array and immediate vicinity.
b. Washing of the system.
c. Repair of fencing.
d. Repair, replacement, or cleaning due to vandalism, theft, or accidental damage.
e. Repair or replacement of light bulbs or lighting fixtures.
f. Repairs not explicitly defined in this Exhibit B.
g. Any services not included in this Agreement.
h. Repairs not stated in the Agreement or in the FSA (Contractor Warranty) are considered Additional Services and shall be billed on a time and materials basis per the rates in Exhibit F.

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EXHIBIT C
TO
OPERATION AND MAINTENANCE AGREEMENT

INSURANCE

Operator Insurance Requirements

1. Required Coverages. Operator shall carry and maintain with carriers or self-insurance, as a minimum, the following insurance coverages:

    i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) for each occurrence of disease on a per employee basis;

    ii. Commercial General Liability. One million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations:

    iii. Commercial Automobile Liability, Any Auto. One million dollars ($1,000,000) per accident including owned, non-owned, and hired automobiles.

    iv. Excess coverage of four million dollars ($4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Operator.

2. Policy Endorsements. Insurance coverages required to be maintained by Operator under this Agreement shall:

    i. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;

    ii. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name Owner and others as may be reasonably required by Owner, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of Owner and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.

3. Certificates. Operator shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage's specified in this Attachment C to Owner upon Owner's reasonable request.

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Owner Insurance Requirements

1. Required Coverages. Owner shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverages:

    i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) for each occurrence of disease on a per employee basis;

    ii. Commercial General Liability. One million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations:

    iii. Commercial Automobile Liability, Any Auto. One million dollars ($1,000,000) per accident including owned, non-owned, and hired automobiles.

    iv. Property Risk Insurance. Amount equal to the replacement value of the Systems for loss or damage to the System by fire and lightning, vandalism, theft, malicious mischief, and extended coverage endorsement for all risks of physical loss.

    v. Excess coverage of four million ($4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Operator.

2. Policy Endorsements. Insurance coverages required to be maintained by Owner under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;

3. Certificates. Owner shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage's specified in this Attachment C to Operator upon Operator's reasonable request.

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EXHIBIT D
TO
OPERATION AND MAINTENANCE AGREEMENT

PERMITS

Operator Required Permits

Any permit that may be required for the Repair or Maintenance of the System

Owner Required Permits

No Permits Required

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EXHIBIT E
TO
OPERATION AND MAINTENANCE AGREEMENT

ANNUAL ENERGY PRODUCTION EVALUATION

Cumulative Annual Energy Production Measurement

The Cumulative Annual Energy Production is the actual AC electrical output in kilowatt-hours (kWh) for the Annual Production Period as measured and recorded by all of the Systems revenue meter(s) and adjusted for meter calibration error, if required.

Expected Annual Energy Production Calculation

At the completion of each Annual Production Period, the Operator shall update the software model of the Systems to calculate the Expected Annual Energy Production of the Systems for that period for comparison with the Cumulative Annual Energy Production of the same period. Operator shall use the final software model developed by the Installer as part of the FSA ("System Model").

The model shall use the actual meteorological data from the System weather station at the Site. The calibration of the weather station instruments shall be checked as recommended by the manufacturer by a qualified testing agency using test instruments traceable to recognized national calibration standards. A report of the instrument calibration status shall be prepared by the testing agency detailing any deviation in meter values from the standard outside of the meter manufacturer's acceptable range. Data affected by instruments found out of calibration may be reviewed and adjusted by mutual agreement between the Owner and Operator.

The input values used in the System Model shall include the following parameters based on the final installed System:

- Albedo
- Module orientation
- Shading
- Equipment models and configuration
- Module thermal parameters
- Ohmic losses
- Module quality and mismatch losses
- Soiling losses, adjusted for calendar month and washing frequency
- IAM losses

Hidden parameters and preferences within the model shall remain at default values unless noted and justified. All input parameter values and assumptions shall be provided with the model for review, and shall remain consistent from year to year.

The following factors shall be adjusted in the System Model each year of operation:

- Actual weather data for the Annual Production Period

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- Manufacturer Module degradation factors (Manufacturer Module Power Output Warranty)
- Adjustments per Section 5(g), 5(h), 5(i), and 5(j)

The final model calculation shall detail the Expected Annual Energy Production on an hourly basis (8760 hours per year) in addition to a total output value in kilowatt-hours (kWh).

Annual Energy Production Evaluation

The measured Cumulative Annual Energy Production value for the System shall be compared with the calculated Expected Annual Energy Production value and evaluated as described in Section 5, Operator's Guarantee, of this Agreement.

A. Modeled Annual Energy Production Calculation

The temperature-derate model used by Operator to determine the modeled level of production a system. The system losses, DC system size, CEC inverter efficiency, and the panel temperature coefficient is the accumulation of losses, degradation rates, and efficiencies which are evaluated on an annual basis. These losses are initially calculated upon project commissioning and will only be re-calculated if components fail, degrade, or are changed. Cell temperature and POA irradiance are real-time calculations based on measurements from a reference cell.

Our system model is a combination of system specifications, estimated soiling, shade expectations, degradation expectations. This model is calculated by using the single line as-built plans and a production summary report from HelioScope and are re-evaluated for accuracy on an annual basis. The Modeled Energy equation is:

$$Modeled\ Energy(kW\ AC) = \sigma \times (1 - S) \times \frac{I}{1000} \times P \times (1 + \gamma \times (T - 25))$$

Where:

T = Cell Temperature
S = System Model Loss
I = POA Irradiance
P = DC System Size
σ = CEC Inverter Efficiency
γ = Temperature Coefficient of the Panel

This modeled production will be compared to actual measured production to calculate operational performance of the system. Unplanned system outages and soiling above expectations will be evaluated and included in system losses.

Attachment: County of Mariposa Solar OM Agreement_5.27.2021_SIQ (RES-2021-332 : SiteLogIQ Agreements)

EXHIBIT F
TO
OPERATION AND MAINTENANCE AGREEMENT

RATES FOR ADDITIONAL SERVICES

2021 RATE SCHEDULE

Maintenance Services	*$/Hour*
Lead Technician	*$140*
Electrician	*$140*
Laborer	*$80*
Professional and Technical Services	*$/Hour*
Project Manager/Engineer	*$175*
Project Assistant	*$80*

Other Costs

1. *Cost per truck roll for services above and beyond this agreement to be invoiced at time and materials (T&M) rate listed above and dispatched per Customer's request.*
2. *Daily/Saturday Overtime will be billed at 1.5 times the hourly rates. Sunday/Holiday Overtime will be billed at 2 times the rates.*
3. *Direct Expenses (non-equipment) will be billed at cost plus 10%.*
4. *Mileage will be billed at the published IRS mileage rates in effect.*
5. *Travel time to and from Customer sites will be billed at hourly rates shown above.*
6. *Federal published per diem rates (GSA) will apply if applicable.*
7. *Subcontractors (Including Panel Washing) will be billed at invoice price plus 15%.*
8. *Rates will escalate at 3% per calendar year.*

Attachment: County of Mariposa Solar OM Agreement_5.27.2021_SIQ (RES-2021-332 : SiteLogIQ Agreements)

EXHIBIT G
TO
OPERATION AND MAINTENANCE AGREEMENT

ENERGY REPORTING AND MANAGEMENT SERVICES

An energy specialist will provide the following services:

ENERGY MANAGMENT

Responsibility is to improve energy efficiency by evaluating our client's energy use and help craft energy policies, strategies, programs, and support energy measures.

- Evaluate the Client's energy use and offer assistance for energy saving policies, strategies, and programs.
- Quarterly utility bill analysis and energy monitoring report.
- Annual utility rate analysis for all electric service accounts to ensure and optimize utility cost.
- Work with Client staff to update existing lighting and mechanical HVAC controls systems settings including updating set points and holidays on thermostats/controls to increase and maintain savings.

QUARTERLY REPORT CREATION AND UPDATE

- Develop quarterly utility summary report in coordination with client's needs
- Update and deliver quarterly report to client with Energy Engineer review of trends, interval data usage, and anomalies.
- Develop and create an external accessible dashboard for communication with key stakeholders, staff, or customers about projects and performance.

ECCA ENERGY REPORTING SERVICES

- Complete documentation and reporting to the California Energy Commission (CEC) to meet California Energy Conservation Assistance Act (ECCA) project annual progress and final reporting requirements.
- SitelogIQ will use available methods developed by the CEC including program calculators and reporting forms for project energy savings to meet program requirements.

Attachment: County of Mariposa Solar OM Agreement_5.27.2021_SIQ (RES-2021-332 : SiteLogIQ Agreements)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2021-333

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Adopt a Resolution Finding No Good Cause to Waive Penalty

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Adopting Finding and Making Determination, Pursuant to Mariposa County Code Section 3.36.090, that No Good Cause Exists to Waive Penalties for Late Payment of Transient Occupancy Tax.

The Board heard the request of Aramark - Yosemite Hospitality LLC to waive penalties for late payment of TOT on May 4, 2021. The proposed resolution memorializes the Board's action announced at the close of the hearing on May 4, 2021. The sole purpose of this item is to consider the resolution and whether it accurately reflects the Board's action. There is no need to reopen the hearing or consider anew the Aramark request.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board heard the request of Aramark - Yosemite Hospitality LLC to waive penalties for late payment of TOT on May 4, 2021, and directed County Counsel to return with a resolution memorializing the Board's finding and determination.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board considers that the resolution does not reflect its action, it may edit the resolution, as required.

FINANCIAL IMPACT:
Finding no good cause to waive penalty will result in additional receipts of TOT.

ATTACHMENTS:
Resolution finding no good cause to waive penalties for late payment of TOT (MCC 3.36.080) (PDF)

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

REF ID# 11862

MARIPOSA COUNTY RESOLUTION NO.____

RESOLUTION ADOPTING FINDING AND MAKING DETERMINATION, PURSUANT TO MARIPOSA COUNTY CODE SECTION 3.36.090, THAT NO GOOD CAUSE EXISTS TO WAIVE PENALTIES FOR LATE PAYMENT OF TRANSIENT OCCUPANCY TAX

WHEREAS, Mariposa County Code 3.36.070 (Transient Occupancy Tax) provides in part that each operator shall make a return to the tax collector of the total rents charged and received, and the amount of tax collected for transient occupancies; and

WHEREAS, Mariposa County Code 3.36.080 provides that any operator who fails to remit any tax imposed by this chapter within the time required (due date) shall pay a penalty of ten percent (10%) of the amount of the tax in addition to the amount of the tax. The board of supervisors shall have the authority to waive penalties imposed by Section 3.36.080 and section 3.36.090 when the board of supervisors determines in a public meeting that good cause exists for waiving the penalties; and

WHEREAS, the Board of Supervisors met in a public meeting on May 4, 2021 to consider the request of Aramark – Yosemite Hospitality LLC to waive penalties imposed under Mariposa County Code 3.36.080; and

WHEREAS, the Board opened the matter to public comment; and

WHEREAS, the Board received information from County Treasurer – Tax Collector – County Clerk Keith Williams and from representatives of Aramark; and

WHEREAS, the information received reflects that Aramark discovered a computer error that misassigned certain portions of indirect costs which resulted in underpayment to the County of transient occupancy taxes from Aramark properties; that the computer error was discovered in July 2020; and that Aramark came forward to inform the Tax Collector of the error and underpayment by email dated December 28, 2020; and

WHEREAS, the amount of the underpayment without regard for penalties remained unpaid as of the date of the hearing; and

WHEREAS, the Board considered all the information presented at the meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County that the Board finds that no good cause exists to waive the applicable penalties imposed pursuant to Mariposa County Code Title 3.36.

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes County Counsel to initiate legal action to collect the full amount due, if necessary.

Attachment: Resolution finding no good cause to waive penalties for late payment of TOT (MCC 3.36.080) (RES-2021-333 : Adopt a Resolution

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this ___ day of _____, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

MARSHALL LONG, Chair
Board of Supervisors

ATTEST:

RENE LAROCHE, Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM, County Counsel

Attachment: Resolution finding no good cause to waive penalties for late payment of TOT (MCC 3.36.080) (RES-2021-333 : Adopt a Resolution

Attachment: Resolution finding no good cause to waive penalties for late payment of TOT (MCC 3.36.080) (RES-2021-333 : Adopt a Resolution

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2021-334

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Accept Aramark Payment

RECOMMENDATION AND JUSTIFICATION:
Accept Aramark's Payment for Delinquent Transient Occupancy Taxes in the Amount of $2,284,203.44 as full payment of all amounts due. The Tax Collector recommends acceptance of the payment as full payment of the amount due.

On May 4, 2021 the Board of Supervisor's denied Aramark's request for penalty relief on a portion of unpaid Transient Occupancy taxes (TOT) dating back to January 2017 and directed staff to collect the total amount due and collectible. A final calculation was presented to Aramark as of May 4, 2021 in the amount of $2,362,064.11. As discussed in the May 4th meeting Aramark used California Revenue and Taxation Code 7283.51 (Notwithstanding any other provision of law, except in the case of fraud or the failure of a property owner to file a transient occupancy tax return, a city, county, or city and county may institute an action to collect unpaid transient occupancy taxes within four years of the date on which the transient occupancy taxes were required to be paid) to deduct the three oldest months (January, February, and March 2017) in the amount of $77,860.67 from the billed amount.

Aramark paid $2,284,203.44 on May 13, 2021. This amount reflects all the money the county could reasonably expect to collect if the county were to initiate a collection action in Superior Court and thus is not a waiver of any of the penalties.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board denied the request for penalty relief and directed staff to collect all the amounts due and collectible. The Board also authorized County Counsel to initiate litigation to collect the transient occupancy tax together with penalties, if necessary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Denial could require litigation to collect the total sum with additional legal expenses. However, it is unlikely that additional sums above the $2,284,203.44 paid to date would be recovered.

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-335

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Appoint Baljit Hundal as Local Mental Health Director

RECOMMENDATION AND JUSTIFICATION:
Appoint Baljit Hundal as Local Mental Health Director Pursuant to Welfare and Institutions Code Section 5607, Effective Immediately

Baljit Hundal is the current Division Director of Health Services at Mariposa County Health and Human Services Agency. Local Mental Health Director is a job requirement included in the Mariposa County Health Services Division Director job description, which is attached to the Board item, amended and approved March 3, 2021 by the Board of Supervisors. California Code of Regulations, Title 9, Section 620 details the State requirements for Local Mental Health Director, and is attached to the Board item.

The selection process of Local Mental Health Director is required by WIC 5604.2(a)(6) to have the Behavioral Health Board "review and make recommendations on applicants for the appointment of a local director of mental health services." The Behavioral Health Board considered a letter of intent dated March 30,2021 at the April 7, 2021 meeting and approved Baljit for the position, which is attached to the board item, and as evidenced by their minutes which are attached to the Board item.

Baljit is qualified to serve in this position as required in California Code of Regulations Title 9, Section 620(f). With more than 20 years of experience in the Health and Human Services fields. Baljit has 14 years experience in an administrative capacity developing, implementing, administering, and evaluating programs, and 8 years experience administering clinical services, crisis intervention, family and individual counseling. Prior to becoming Division Director of Health Services, Baljit oversaw the Public Guardian/Conservatorship program and Child Welfare Services in the Human Service Branch, and had direct experience with many clients facing mental health issues and ensured that clients received proper mental health services. Baljit possesses a Masters in Social Work from California State University and a Masters of Counseling Psychology from National University. As evidenced by Baljit's resume which is attached to the Board item.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board advises the California Department of Health Care Services of the appointment of a Local Mental Health Director, and submits this for approval, pursuant to WIC 5607 "The local mental health services shall be administered by a

local director of mental health services to be appointed by the governing body.". The Board previously appointed Dr. Eric Sergienko as acting Local Mental Health Director, which the Department of Health Care Services approved on a 12 month basis.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Dr. Eric Sergienko's current appointment ends on September 8, 2021 action must be taken to recommend to the Department of Health Care Services a new Local Mental Health Director.

ATTACHMENTS:
Baljit Hundal - Resume (PDF)
WIC_5607. (PDF)
Division Director of Health Services (PDF)
CCR Title 9 Section 620(f) (PDF)
BHB Mtg Minutes 4.7.2021 (PDF)
Baljit Hundal Letter to BHB (PDF)

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Baljit Hundal

HIGHLIGHTS

- Community Collaboration and Coordination
- Program Management and Leadership Development
- Excellent Communication Skills

PROFESSIONAL EXPERIENCE

Division Director, Health Services
Mariposa County Health and Human Services Agency, Mariposa, CA – **2/2021 – Present**

- Oversee the coordination, integration, and direction of all services within the Health Division
- Plan, organize, manage, and evaluate all programs, contracts and services administered within the Divisions Mental Health, Substance Use Disorder, Adult and Children's System of Care, Targeted Case Management and Assisted Outpatient Treatment.
- Plan, manage and evaluate all programs, services and contracts administered within the division's Public Health, Environmental Health, Community health and Health Education programs.
- Ensure all programs are delivered according to professional standards and State and Federal guidelines.
- Supervise and evaluate the work of subordinate staff
- Collaborate and coordinate with State Departments, community partners, as well as, the other Health and Human Services Divisions.
- Coordinate and collaborate with Community partners
- Analyze and implement programs to meet community needs.
- Assist with the Community Health Improvement Plan for the County.
- Develop and monitor budgets for all programs, including but not limited to, personnel, supplies and equipment.
- Participate with statewide initiatives through professional organizations; California Behavioral Health Directors Association, Ca. Institute for Behavioral Health Solutions, and CalMSHA.
- Assist with the planning and organization of emergency preparedness and response as part of the Emergency Operations Center
- Conduct agency wide, BOS and community presentations

Division Director, Human Services

Attachment: Baljit Hundal - Resume [Revision 1] (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

Mariposa County Health and Human Services Agency, Mariposa CA - **1/2016 - 2/2021**

- Plan, organize, coordinate, and direct activities and operations of the Division; confer with the Director regarding policies and operating processes; review, evaluate and recommend changes in policies, programs and operations; mentor and coach subordinates to implement the direction of the Agency; identify emerging issues; assess alternative strategies and action plans, and solves problems.
- Recommend priorities for Division resource allocations; recommend, develop, implement, and evaluate strategic plans, goals, objectives, policies and procedures related to these functions; coordinate health activities with other County departments and outside agencies.
- Recommend the appointment of personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as requested; maintain discipline and high standards necessary for the efficient and professional operation of the Division.
- Direct all operations of the Human Services Division in a manner that maximizes revenue, minimizes costs and eliminates duplication of services, assuring a high level of integration with the Division Directors and its related functions.
- Consult and cooperate with state departments, County department directors, advisory boards and advocacy groups on all aspects of health or human services and community outreach; identify and assess community, constituent, policy and operational issues and problems; develop, evaluate and recommend alternative strategies and solutions; and assist in implementing strategies, operational plans and programs.
- Coordinate and collaborate with Community partners
- Oversaw Behavioral Health & Recovery Services 6/2019 – 2021

Social Services Deputy Director, HHSA

Mariposa County Health & Human Services Agency, Mariposa, CA - **1/2016 to 7/2019**

- Provides management and supervision of Child Welfare Programs, Adult Protective Services, In Home Support Services and Public Guardian/Public Conservators Office in the Social Services Division.
- Implemented Continuum of Care Reform (CCR-AB 403) in partnership with Behavioral Health and Probation.
- Coordinate and collaborate with Community partners
- Assist with fiscal management, personnel management, and program planning and evaluation.
- Develops and reviews departmental policies and procedures.
- Coordinates the operation of central and district offices to promote maximum efficiency.
- Confers with the county director of Human Services, supervisory, and administrative personnel regarding policies, procedures, personnel matters, staff development, fiscal, and other matters.
- Assigns and reviews work.
- Reviews and responds to correspondence from the State and other stakeholders

Attachment: Baljit Hundal - Resume [Revision 1] (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

- Conducts staff meetings.
- Completes employee performance evaluation.
- Prepares budget information and represents the department at various meetings.
- Acts for the director in all matters to which assigned.

Program Administrator
Merced County Human Services Agency**,** Merced, CA - **1/2010 - 1/2016**

- Assists with the general management and administration of the Child Welfare Department in the Social Services Division
- Assist with fiscal management, personnel management, and program planning and evaluation.
- Plans, organizes, directs, manages, and coordinates the operations, programs, and services of an assigned group of units within the Division.
- Participates in the responsibility for selection, supervision, training, and evaluation of unit staff.
- Serves as a resource for interpretation of Federal and State laws regarding social service programs; has a major role in the development, administration, and control of the Division budget.
- Katie A. implementation with Behavioral Health and Probation Departments
- SB 163-Wraparound Contract oversight
- Assists with the preparation and presentation of grant applications.
- Develops, monitors, and evaluates social service programs.
- Consults with staff regarding problems with complex social service cases and delivery of services
- Coordinate and collaborate with Community partners

Supervising Social Worker II
Merced County Human Services Agency, Merced, CA - **7/2007 to 1/2010**

- Supervising Social Worker II plans, organizes, and directs the work of social service staff providing the most advanced social services.
- Planning, assigning, directing, and reviewing the work of employees providing the most advanced or complex casework such as adoptions and protective services.
- Assisting in the development of community resources for all programs.
- Assisting and participating in the development of in-service training and staff development programs.
- Evaluating the effectiveness of policies and procedures.
- Representing the agency at conferences and addressing community groups.
- Evaluating the performance of personnel and taking or recommending appropriate courses of action.
- Directing research studies and preparing reports as needed; and performing other duties as required.

Attachment: Baljit Hundal - Resume [Revision 1] (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

Social Worker IV
Merced County Human Services Agency, Merced, CA - **1/2007 to 7/2007**

- Investigates and provides services to children where their physical or emotional welfare is involved such as cases of neglect, emotional or behavioral problems of children or physical or mental handicaps.
- Researches and provides services for unmarried parents, conflict in parent-child relationships, inadequate childcare arrangements by working parents, the absence of one parent from the home and its effect on the stability of the child's home.
- Interprets the policies, rules, regulations, and services rules of the agency to applicants, clients, and the general public, within their responsibility.
- Maintains necessary casework records and handles relevant correspondence.
- Provides emergency response/crisis intervention services.

Program Supervisor
CAMBA's Family Center, Brooklyn, NY - **7/2005 - 12/2006**

- Directly supervised three MA level case planners one second year MSW student case planner and one BA level case planner, and a case aide.
- Provided direct clinical supervision to all case planners and support staff.
- Oversaw all direct service components, centralized intake, disposition of and assignment of new cases.
- Developed and monitored a directory of community services and neighborhood-based services on behalf of clients.
- Trained staff, other CAMBA program staff, and the community to enhance their ability to recognize child abuse/neglect and access relevant services to help the children and other family members improve overall functioning.
- Supervised the implementation and curriculum of two 12- week certificate Parent Groups.
- Responsible for monitoring all staff case record, UCR's, documentation, program objectives and outcomes as well as monthly statistical reporting to the funding source.
- Monitored progress toward program goals and reporting these weekly to the Program Director.
- Developed and conducted on-going evaluation of the quality of services rendered.
- Responsible for staff development via trainings, conferences and case review and staff evaluations.
- Developed, monitored, and oversaw all client enhancements such as Family Nights, trips, and educational enrichments.

Attachment: Baljit Hundal - Resume [Revision 1] (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

FFA Supervisor
Positive Options Family Service, Sacramento, CA - **5/2004 to 5/2005**

- Directly supervise three master level foster family agency social workers.
- Case management
- Clinical intervention
- Parent education & support
- Crisis management
- Documentation/reports and maintaining related files
- Monthly on-call duties

FFA Social Worker
Atkinson Youth Services, Sacramento, CA - **5/2003 - 4/2004**

- Case management
- Clinical intervention
- Parent education & support
- Implemented a Supervised Visitation Program
- Crisis management
- Documentation/reports and maintaining related files.
- Monthly on-call duties

Client Services Practitioner II, Children's System of Care/ACCESS
Placer County HHS, Auburn CA - **7/1999 - 5/2003**

- Developed and administered long or short-term treatment plans requiring comprehensive professional knowledge with the goal of improving or restoring individual or family functioning.
- Participated in and conducted comprehensive individual and family psychosocial assessments for problem identification and diagnosis.
- Investigated, intervened and provided a variety of professional services to children or other special needs clients, in circumstances in which the client's physical or emotional welfare is involved including cases of neglect, emotional/behavioral problems, physical/mental disabilities, or other conditions that may adversely affect the client.
- Provided highly skilled professional services in counseling, adult, and child protective services.
- Performed case management duties including treatment plan monitoring, advocacy, referral and linkage to other needed services and crisis interventions; established and maintained casework records and documents in accordance with departmental and statutory regulations and procedures; and prepared relevant correspondence and reports.
- Conducted home visits; transport clients; and assisted with client's financial, budget, and daily living activities as appropriate.
- Working knowledge of the CWS/CMS database system.

Attachment: Baljit Hundal - Resume [Revision 1] (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

Family Consultant (FFA social worker)
Positive Options Family Service, Sacramento, CA - **4/1998 - 6/1999**

- Case management
- Clinical intervention
- Parent education & support
- Crisis management
- Documentation/reports and maintaining related files

Childcare Counselor
Atkinson Youth Services, Sacramento, CA - **8/1995 - 4/1998**

- Supervision of adolescent girls in a Level 12 residential treatment facility.
- Provided monthly training to new employees and foster parents.

EDUCATION

- California State University, Sacramento – Master of Social Work 2005
- National University, Sacramento- Master of Counseling Psychology 1999
- California State University, Sacramento – Bachelor of Social Work 1996

Attachment: Baljit Hundal - Resume [Revision 1] (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

WELFARE AND INSTITUTIONS CODE

Section 5607

5607. The local mental health services shall be administered by a local director of mental health services to be appointed by the governing body. He or she shall meet such standards of training and experience as the State Department of Health Care Services, by regulation, shall require. Applicants for these positions need not be residents of the city, county, or state, and may be employed on a full or part-time basis. If a county is unable to secure the services of a person who meets the standards of the State Department of Health Care Services, the county may select an alternate administrator.

(Amended by Stats. 2012, Ch. 34, Sec. 119. (SB 1009) Effective June 27, 2012.)

Attachment: WIC_5607. (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

County of Mariposa

DIVISION DIRECTOR OF HEALTH SERVICES

DEFINITION

The Division Director is a member of the Health and Human Services Agency (Agency) senior management team that assists the Agency Director in managing and directing an assigned Division; when appointed shall serve as the acting Director in Director's absence and shall assume full responsibility of the Agency; manages the day-to-day operations of a division of the Agency including direction of deputy directors leading the Behavioral Health Branch (including adult mental health), the Public Health Branch (including Environmental Health); and ensures coordination of Adult System of Care. Incumbents serve as the County designated Director of Local Mental Health.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Agency Director.

May receive limited direction from the County Health Officer in some cases, specifically, but not limited to Health and Safety Code §101310.

Exercises direct and indirect supervision over management, supervisory, professional, technical and clerical personnel.

EXAMPLES OF ESSENTIAL FUNCTIONS

Duties may include, but are not limited to:

Establishes the requirements for the division programs to meet local behavioral and public health needs.

Develop, implement, and interpret policies and procedures related to behavioral and public health branches and other assigned programs and services.

Plan, organize, coordinate, and direct activities and operations of the Division; confer with the Director regarding policies and operating processes; review, evaluate and recommend changes in policies, programs and operations; mentor and coach subordinates to implement the direction of the Agency; identify emerging issues; assess alternative strategies and action plans, and solves problems.

Recommend priorities for Division resource allocations; recommend, develop, implement and evaluate strategic plans, goals, objectives, policies and procedures related to these functions; coordinate health activities with other County departments and outside agencies.

Develop and implement work plans, performance measures, assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.

Attachment: Division Director of Health Services (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

Confer with County Health Officer on all aspects of division operations including, but not limited to, public health actions and clinical services.

Recommend the appointment of personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as requested; maintain discipline and high standards necessary for the efficient and professional operation of the Division.

Direct all operations of the Health Services division in a manner that maximizes revenue, minimizes costs and eliminates duplication of services, assuring a high level of integration with the Division Directors and their related functions.

Consult and cooperate with state departments, County department directors, advisory boards and advocacy groups on all aspects of health or human services and community outreach; identify and assess community, constituent, policy and operational issues and problems; develop, evaluate and recommend alternative strategies and solutions; and assist in implementing strategies, operational plans and programs.

Ensures implementation and ongoing coordination of the Adult System of Care.

Review and implement emergency action plans developed as part of an Emergency Operations Center or Department Operations Center activation.

Prepare the Division budget; assist in budget implementation; participate in the forecast of additional funds needed for staffing, equipment, materials and supplies; administer the approved budget.

Conduct and/or attend various public meetings to represent the interest of the division; build and maintain positive working relationships with state departments, department heads, County managers, County employees, and the public using principles of good customer service.

Represent the division to outside groups and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Evaluate public complaints pertaining to activities, practices, or individuals of the Division; direct the internal investigations within the Division as directed by the Director.

Research and prepare technical and administrative reports; prepare written correspondence.

Perform related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Public health issues and their relation to existing and new programs and services.

Attachment: Division Director of Health Services (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

Environmental health issues and their relation to existing and programs and services.

Behavioral health problems and issues and their relationship to the development and delivery of behavioral health programs and services.

Operating policies and procedures of the State Mental Health Services Division and general requirements of the Mental Health Services Act.

Operations, services, and activities of a comprehensive and integrated health or human services program

Principles and practices of leadership; organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Principles and practices of policy development and implementation.

Principles and practices of organization, administration and personnel management.

Principles of financial administration, including public budgeting, reporting, health care reimbursement and alternative funding sources and strategies.

Principles of supervision, training and performance evaluation.

Principles and practices of business correspondence and report writing.

Legislative process and current developments related to health and social programs.

Inter-governmental relationships and regulations affecting health and human service program delivery.

Pertinent local, state and federal laws, rules and regulations.

Ability to:
Manage and direct a comprehensive and integrated health or human services program.

Review and report on job analyses and evaluation, organizational design, staffing patterns/levels and training needs, analyze employee relations issues; assist in providing administrative and professional leadership in support of the Agency.

Successfully develop, control and administer divisional budget and expenditures.

Attachment: Division Director of Health Services (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

Analyze and assess programs, policies, and operational needs and make appropriate adjustments.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Identify and respond to sensitive community and organizational issues, concerns and needs.

Coordinate and integrate program components in a cohesive and effective service delivery system.

Interpret and apply County policies, procedures, rules and regulations.

Communicate clearly and concisely, both orally and in writing.

Work with various cultural and ethnic groups in a respectful and effective manner.

Establish and maintain effective working relationships with those contacted in the course of work.

Gain cooperation through discussion and persuasion.

Oversee the planning, directing and monitoring the administration and operations of a complex division with a wide variety of programs, services and funding sources.

Assemble, organize and present in written or oral form, administrative, financial, factual, and other information derived from a variety of sources.

Supervise, train and evaluate assigned personnel.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move light weights; use hands to finger, handle or feel object, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

Attachment: Division Director of Health Services (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

MINIMUM QUALIFICATIONS

Experience:
Five years of responsible program experience and /or administrative experience relating to planning, organizing or directing the operations within a complex department or agency with a wide variety of programs, services and funding sources. Experience in a health or human services agency is desirable.

Education:
Master's Degree from an accredited college or university with major course work in business, public administration, public health, health science, sociology, social work, psychology or a related field.

Additional Requirements:
May be required to meet the California Code of Regulations Title 9. Division 1, Chapter 3, Article 8, section 620, Director of Local Mental Health Services requirements.

Possession of a valid California driver's license. Under certain circumstance, the Human Resources Director may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three month by signing an acknowledgement form.

Must have the ability to pass the California State Department of Justice fingerprinting clearance.

Must pass a pre-employment physical.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Created: 6/2019 (B/S Res. 19-373)
Revised: 6/2020 (B/S Res. 20-286); 3/2021 (B/S Res. 21-100)

Attachment: Division Director of Health Services (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

§ 620. Director of Local Mental Health Services.

Where the Local Mental Health Director is other than the local health officer or medical administrator of the county hospital, he or she shall be one of the following:

(a) A physician and surgeon licensed in the State of California showing evidence of having completed the required course of graduate psychiatric education as defined in Section 623 to be supplemented by an additional period of two years of training or practice limited to the field of psychiatry, one year of which shall have been administrative experience.

(b) A psychologist who shall be licensed in the State of California and shall possess a doctorate degree in psychology from an institution of higher education. In addition, the psychologist shall have had at least three years of acceptable clinical psychology experience, two years of which shall be administrative experience.

(c) A clinical social worker who shall possess a master's degree in social work or higher and shall be a licensed clinical social worker under provisions of the California Business and Professions Code, and shall have had at least five years mental health experience, two years of which shall have been administrative experience.

(d) A marriage, family, and child counselor who shall have a master's degree in an approved behavioral science course of study, and who shall be a licensed marriage, family, and child counselor and have received specific instruction, or its equivalent, as required for licensure on January 1, 1981. In addition, the marriage, family, and child counselor shall have had at least five years of mental health experience, two years of which shall have been administrative experience. The term, specific instruction, contained in Sections 5751 and 5751.3 of the Welfare and Institutions Code, shall not be limited to school, college, or university classroom instruction, but may include equivalent demonstrated experience in assessment, diagnosis, prognosis, and counseling, and psychotherapeutic treatment of premarital, marriage, family, and child relationship dysfunctions.

(e) A nurse who shall possess a master's degree in psychiatric or public health nursing and shall be licensed as a registered nurse by the Board of Registered Nursing in the State of California, and shall have had at least five years mental health experience, two of which shall have been administrative experience. Additional post-baccalaureate experience in a mental health setting may be substituted on a year-for-year basis for the educational requirements.

(f) An administrator who shall have a master's degree in hospital administration, public health administration, or public administration from an accredited college or university, and who shall have at least three years of experience in hospital or health care administration, two of which shall have been in the mental health field. Additional qualifying experience may be substituted for the required education on a year-for-year basis with the approval of the Department.

Attachment: CCR Title 9 Section 620(f) (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

BEHAVIORAL HEALTH BOARD

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

MINUTES
April 7, 2021
12:30 p.m. – 2 p.m.
Mariposa County Health & Human Services - Catheys Valley Room
5362 Lemee Lane, Mariposa, California 95338

Virtual Zoom Meeting
ID 983 6949 5177, Passcode 190979

Members Present: Ellie McQuarrie, Rosemarie Smallcombe, Lt. Sean Land, Paul Brickett, Olga Leonard, Pam Hawkins

Members Excused: Debbie Cook, Matt DiPirro

Members Absent: Ron Schmidt

Guests Present: Megan Atkinson, Debra Barcellos

Staff Present: Lynn Rumfelt, Laura Glenn, Janice Braly, Sheila Baker, Shannon Gadd, Baljit Hundal

Quorum: Yes

I. **Call to Order/Roll Call:** Meeting was called to order at 12:30 p.m. by Paul Brickett, Chair. Roll call introductions were made.

II. **Approval of Meeting Minutes for March 3, 2021 (attachment):** Rosemarie Smallcombe made a motion to approve minutes, and Lt. Sean Land seconded the motion. All members present voted "aye," none were opposed. Motion passed and minutes for March 3, 2021 were approved.

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

IV. **Public Comments:** Dr. Eric Sergienko gave an update on COVID-19 and the blueprint that will be rolled out by State of California for vaccinations. Our local vaccine clinic is at the fairgrounds, open usually on Thursdays and Fridays. Go to mariposacounty.org and follow links to the COVID page to register. Vaccines are also available at Rite Aid.

V. **Agenda Items**

1) **Announcements:**
   a) May is Mental Health Awareness Month
   b) Pam Hawkins submitted letter of resignation as of May 1. Thank you for your service on the BHB!

2) **Old Business:**

Approved 5/5/2021

Attachment: BHB Mtg Minutes 4.7.2021 (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

a) **Make plans for presentation at BOS on April 13, 2021:** Paul Brickett and Baljit Hundal said they will go to the BOS meeting to help present. A representative from Fiscal will be invited to answer any questions. Outreach to the community will be done by Baljit so the public can provide additional comments and feedback. Baljit will bring a fact sheet to the meeting. The letter from the BHB to approve participation in AB1976 Mental Health Services Outpatient Treatment (AOT) was reviewed. Lt. Sean Land made a motion to accept the letter as written, and Olga Leonard seconded the motion. Members – Rosemarie Smallcombe, Lt. Sean Land, Paul Brickett, Olga Leonard and Pam Hawkins voted "aye," Ellie McQuarrie abstained, Debbie Cook, Matt DiPirro and Ron Schmidt were not present to vote. The motion passed 5-1.

3) New Business:

a) **Determine date of presentation of BHB's annual report to the BOS:** The BHB was in consensus to present on May 11, 2021. Paul Brickett will write a summary and give to Lt. Land to write the annual report. Report will be reviewed at the meeting on May 5, 2021 and then submitted to the BOS. Ellie requested a copy of last year's report – the Recording Secretary will send in email to Board members.

b) **Receive from Baljit Hundal a letter of intent to apply for position of local Mental Health Director:** The letter from Ms. Hundal was reviewed and the Board discussed requirements of the MH Director. Question was raised if this should be a separate position with someone else hired to fill the position. Shannon Gadd endorsed Ms. Hundal, even though she is not licensed, and explained she has the experience necessary to meet qualifications. Ms. Gadd further explained the position of MH Director is that of a "point person" for Mariposa County to the State and someone who has responsibility to oversee mental health services – which are the same responsibilities that Ms. Hundal is currently fulfilling. Lt. Land made a motion that the BHB support the recommendation (to the Board of Supervisors) that Baljit Hundal be the local Mental Health Director, and Rosemarie Smallcombe seconded the motion. Members – Rosemarie Smallcombe, Lt. Sean Land, Paul Brickett, Olga Leonard and Pam Hawkins voted "aye," Ellie McQuarrie abstained, Debbie Cook, Matt DiPirro and Ron Schmidt were not present to vote. The motion passed 5-1.

c) Receive and review Mariposa County Mental Health Services Act Annual Update: Laura Glenn explained the BHB will need to host a public hearing to review the years plan. Currently the plan is in the stakeholder process and is an informative presentation to get feedback. Laura will have the Recording Secretary send out a survey for next month. TABLED FOR NEXT MEETING.

d) MHSA State Innovation Project presentation: TABLED FOR NEXT MEETING.

e) Therapeutic Behavioral Services (TBS) Presentation: Janice Braly presented and answered questions.

4) Review and Discuss Substance Use Disorders (SUD) Issues/Activities: Debbie Barcellos reported

a) **Certified Addiction Counseling Conference -** on April 20 & 21. If interested, register through CCAPP.

b) **Recovery Coaching Academy -** last week of this month and in June virtually.

c) **Substance Use Navigator –** MHH and JCF agreed to provide Substance Use Navigator to do Medication-Assisted Treatment (MAT) program services at the Jail

5) Review and Discuss Policy/Legislative Issues Relevant to the BHB:

a) Rosemarie Smallcombe reported the state is working on the $750 million grant for new beds for a variety of mental health and substance use services. CSAC is concerned about increase in cases we are seeing as we emerge from the

Approved 5/5/2021

Attachment: BHB Mtg Minutes 4.7.2021 (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

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

pandemic and are looking to develop best practices out to counties. Will continue to track and keep everyone posted.

b) Baljit Hundal mentioned the American Rescue Plan Act will have a positive impact financially for mental health and public health – we'll be looking into this more and will keep everyone posted.

6) Review and Discuss BHRS Contracts (Quarterly): Contracts Report will be sent out in email by the Recording Secretary.

7) Committees/Community Partner Reports:

a) **Mariposa Heritage House:** No report
b) **Mariposa Minds Matter:** No report
c) **Probation:** No report
d) **Connections Shelter:** No report
e) **Native Solutions:** No report
f) **Mariposa Safe Families:** Megan Atkinson reported all youth-related programs (Friday Night Live, Club Live, and the After School Matters Program) are still going well and are active; MSF accepted three proclamations on 4/6/2021 for the following: Child Abuse Prevention Month, Alcohol Awareness Month, and California Friday Night Live Month. We ask that you all join us on Friday 4/16/2021 for "Wear blue in support of Child Abuse Prevention." Please send us pictures of you and/or your team sporting blue on the 16th! You can send them to our Mariposa Safe Families Facebook page or via matkinson@mariposasafefamilies.org.; MSF has teamed up with Native Solutions for Alcohol Awareness Month and are holding a daily scavenger hunt in support of Alcohol Awareness. Please visit our Mariposa Safe Families or Native Solutions Facebook page for more information.; and lastly, THANK YOU to everyone who joined us at the Safe at Home Fair on March 27th!!

8) Staff Reports:

a) Director of HHSA: Shannon Gadd reported Project Room Key ended on March 31. It was open 369 days, served 87 individuals, isolating and quarantining visitors and community members, provided linkage to mental health services and housing. In the end, 17 individuals found housing – one of them had been chronically homeless for over 20 years. Thank you to the team for their work!
b) **Interim Director of Health Services:** Baljit Hundal – no report
c) **Financial:** Randy Ridenhour – will send out budget report in email
d) **Quality Assurance:** Lynn Rumfelt – no report

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

Next Meeting: The next meeting will be held on May 5, 2021 at Mariposa County Health & Human Services, 12:30 to 2 p.m.

Submitted,

Attachment: BHB Mtg Minutes 4.7.2021 (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

Donya Evans
Recording Secretary

Approved 5/5/2021

Attachment: BHB Mtg Minutes 4.7.2021 (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

Mariposa County
Health & Human Services Agency

Behavioral Health Board
of Mariposa County
Post Office Box 99
Mariposa, California 95338
(209) 966-2000

March 30, 2021

To whom it may concern;

I respectfully submit this letter for consideration of the position, Local Mental Health Director for Mariposa County. I currently hold the position of Division Director for Health Services, which encompasses Mariposa County Behavioral Health and Recovery Services. It is my intent to have a Board Action Item filed with the Board of Supervisors on April 27,2021 for their approval, prior to that date I hope to gain support from the Behavioral Health Board.

The Local MH Director serves as the Chief Executive for community mental health services and is responsible for providing overall supervision of the mental health services provided in Mariposa County. Such person consults with the local advisory board and makes recommendations to the governing body, in regards to matters necessary or desirable in accomplishing the goals for the division. Are responsible for maintaining accurate records and financial accountings in order to create and submit annual reports to DHCS, including expected expenditures for the following year. This person also holds the authority to enter into negotiations for contracts or agreements to best provide mental health services for the county.

Over the last 20 years I have served at multiple levels in Human Services related programs, including youth services, clinical interventions, and crisis management. I hold a Masters of Social Work Degree from California State University, and before moving to my new position oversaw the Human Services Division working to meet the behavioral health needs of foster youth, conserved clients and our aging population. I have dedicated my career to providing direct services, administrative oversight, and believe that my education and experience have prepared me to serve in this capacity.

I look forward to further discussing my qualifications with the board. Please contact me with any questions at (209)742-0919 or via email, bhundal@mariposacounty.org.

Sincerely,

Baljit Hundal, MSW
Division Director of Health Services

Attachment: Baljit Hundal Letter to BHB (RES-2021-335 : Appoint Baljit Hundal as Local Mental Health Director)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-336

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Adopt a Resolution Approving Participation in the Institute for Local Government's Recognition Progr

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution approving participation in the Institute for Local Government's Beacon Program.

The Institute for Local Government (ILG), a nonprofit training and education affiliate of the California State Association of Counties (CSAC), the California League of Cities, and the California Special Districts Association, has extended an invitation to participate in the Beacon Program. The Beacon Program provides a framework for local agencies to implement and share best practices that create more vibrant and resilient communities. The program honors voluntary efforts by local governments to save energy, reduce greenhouse gas emissions and adopt policies and programs that promote sustainability.

Beacon Program participants receive technical assistance in collecting, reporting and tracking sustainable best practices, energy savings and greenhouse gas reductions; funding opportunities; monthly communications about innovative practices; opportunities for award recognition; access to peer-to-peer networking and educational events; and invitations to showcase sustainability leadership and agency achievements statewide.

The County's invitation comes as a result of providing recycling resources, providing Home Energy Assistance Programs (HEAP) and Weatherization Assistance Programs (WAP), and progress on the energy savings pilot project.

The Beacon Program has no cost and provides resources that may be valuable to the County moving forward. Staff recommends approval at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has named sustainability as one of five stated values in the Mariposa County Strategic Plan.

The Board has not previously participated in programs through ILG.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve this resolution. The County will not be included in the Beacon

Program.

ATTACHMENTS:
Beacon Resolution_Mariposa County (PDF)

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

MARIPOSA COUNTY RESOLUTION NO. _____

SUPPORT FOR COUNTY OF MARIPOSA TO PARTICIPATE IN THE INSTITUTE FOR LOCAL GOVERNMENT'S BEACON PROGRAM

WHEREAS, the County of Mariposa is undertaking policies, programs and activities to reduce greenhouse gas emissions, conserve natural resources, save energy and money, and promote sustainability and resilience; and

WHEREAS, the County of Mariposa wishes to expand these activities, share its experiences with other communities, and be recognized for its accomplishments; and

WHEREAS, the Beacon Program is a voluntary program of the Institute for Local Government that provides technical assistance, funding opportunities and recognition for the reduction of greenhouse gas emissions, energy savings, implementation of sustainability and resiliency best practices;

NOW, THEREFORE BE IT RESOLVED, that the County of Mariposa agrees to participate in the Beacon Program and work toward achieving Spotlight, Vanguard, and Leadership and Innovation awards.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, State of California on this 25th day of May 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
MARSHALL LONG, Chair

ATTEST:

_____
RENÉ LAROCHE, Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM, County Counsel

Attachment: Beacon Resolution_Mariposa County (RES-2021-336 : Adopt a Resolution Approving Participation in the Institute for Local

MARIPOSA COUNTY

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

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Redistricting Public Hearing #1

RECOMMENDATION AND JUSTIFICATION:

PUBLIC HEARING to review existing district boundaries; review state redistricting criteria; and receive public input and proposals regarding county supervisor districts.

This is the first of five public hearings scheduled to receive public ideas and input on the redistricting of supervisorial districts. (For reference, full background information on the redistricting process, including the mandated criteria, is included in the memo from the May 11, 2021 Board item, which is attached for reference.)

COMPLIANCE WITH REDISTRICTING REGULATIONS

Under Elections Code (EC) Section 21508(a), the Board has an obligation to take steps to encourage residents to participate in the redistricting public review process, including by: (1) providing information to media organizations that provide county news coverage, and (2) providing information through good government, civil rights, civic engagement, and community groups or organizations that are active in the county, as well as to anyone who has requested notification concerning county redistricting. Efforts, to date, that comply with EC Section 21508(a) are outlined in the attached Public Engagement Log, and include a Redistricting page on the County's website, publication of a Public Hearing notice that includes the entire series of public hearings, social media posts, radio spots, and distribution of the Community of Interest (COI) form to various good government and other groups (distribution, however, is ongoing.) Given the available communication channels in the area, staff feels that the County has met a substantial portion, if not all, of the mandated requirements under EC Section 21508(a) but will continue to look for additional ways and opportunities to expand on these efforts.

Under EC Section 21508(c), notice of the date, time, and location for any redistricting public hearing must be published at least five days prior to the hearing. Notice of this hearing was published in the *Mariposa Gazette* on May 27, 2021 and on the County's website on May 23, 2021 - well beyond the five day requirement.

DRAFTING OF PROPOSED MAPS

While the 2011 district map is attached for review, staff may not yet draft proposed maps. Under California laws, two events must occur before draft maps may be

Agenda Item - No Resolution Requested

produced for the current redistricting effort. The first event is an initial public hearing (EC Section 21507.1(a)(1)). The second event is the passage of three weeks after the release of the block-level census data (EC Section 21508(d)(3)(A)). While this public hearing meets the first criteria, the block-level census data is not yet available. Consequently, proposed draft maps may not yet be prepared for consideration.

Thus, with legal noticing requirements met, staff requests that the Board conduct the first of five public hearings in the redistricting process to review the existing district boundaries, review state criteria for redistricting, and receive any public input, proposals, comments, or suggestions regarding the county's supervisorial districts.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

May 11, 2021: The Board scheduled five public hearings, and one special Saturday meeting and one special Monday evening meeting to receive public input for the redistricting process.

May 8, 2021: The Board provided direction regarding the methodology by which the redistricting process would be managed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

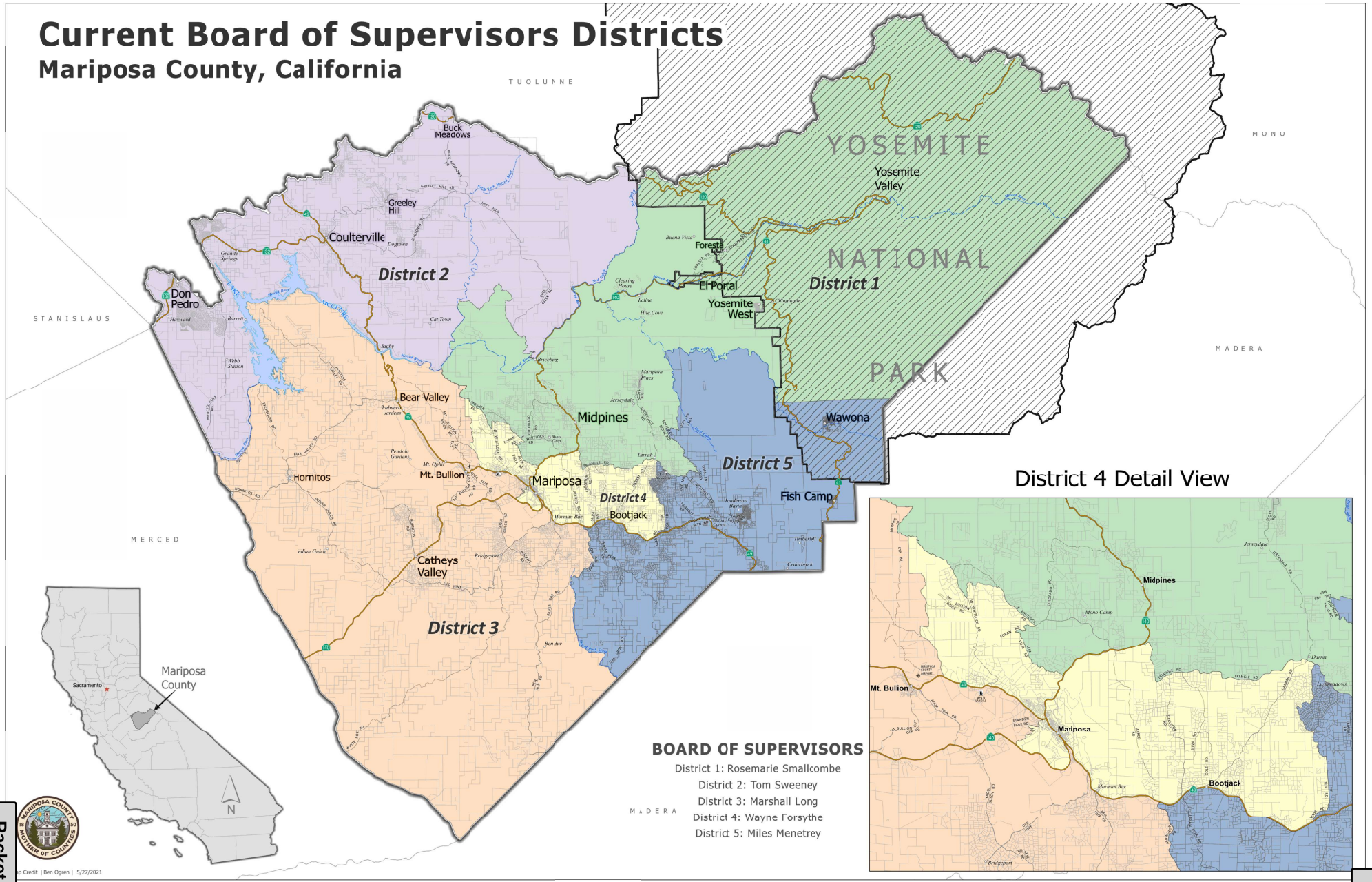
Not conducting the public hearing would put the Board out of compliance with EC 21507.1(d) which requires redistricting public hearings to begin at the date and time set in the public hearing notice.

ATTACHMENTS:
MAP - Current Supervisor Districts as approved in 2011 (PDF)
FOR REFERENCE: May 11, 2021 Redistricting Overview Memo (PDF)
Public Engagement Log, as of June 2, 2021 (PDF)
COI Worksheet - released May 19, 2021 at 1003 (PDF)
NOTICE OF PUBLIC HEARING - published May 27, 2021 (PDF)

RESULT: INFORMATION RECEIVED

Current Board of Supervisors Districts

Mariposa County, California



COUNTY of MARIPOSA

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

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

MEMORANDUM

Date: May 11, 2021

To: Board of Supervisors

From: René LaRoche, Clerk of the Board

Subject: Redistricting Overview and Parameters

The item before the Board today seeks direction regarding the County's Redistricting process. Direction is specifically being sought regarding:

1) The methodology option under which the Board wishes the redistricting process managed;
2) The proposed Public Hearing Schedule; and
3) The tentative public engagement plan, should option 2 be chosen.

Any action items that may be needed after today's discussion will return to the Board for approval at a later meeting.

REDISTRICTING INTRODUCTION

As the Board is aware, the U.S. Census Bureau is required under the U.S. Constitution to conduct an accurate count of the nation's population every 10 years. The reapportionment process (also known as redistricting) is automatically triggered by various laws and occurs among all levels of federal, state, and local governments once the census is complete.[1]

In considering supervisorial districts, various requirements must be met including those found in the U.S. and California Constitutions, the Federal Voting Rights Act, Government Code Section 25000, and Elections Code Section 21500, et seq. (which contains newer legislative amendments known collectively as the FAIR MAPS Act). Generally speaking, these laws require that there be five supervisorial districts,[2] that the districts be substantially equal in population based on the data from the 2020 federal census,[3] and that the districts are compliant with regulatory parameters including a completion deadline that is 179 days before the County's next regular election - making December 15, 2021 the redistricting deadline.

In Mariposa County, Supervisorial Districts are set by ordinance which is a two-step process. The new ordinance will need to be adopted (the second step of the process) prior to that December 15th

[1] Calif. Elections Code (hereafter referred to as Cal EC) Section 21500, et seq., "…following each federal decennial census for a county whose board is already elected using district-based elections, the board shall adopt boundaries for all of the supervisorial districts of the county so that the supervisorial districts shall be substantially equal in population as required by the United States Constitution."

[2] Calif. Government Code (hereafter referred to as Cal GC) Section 25000

[3] Cal EC 21500(a)

Attachment: FOR REFERENCE: May 11, 2021 Redistricting Overview Memo (11824 : Redistricting Public Hearing #1)

deadline.[4] Should such an ordinance not be adopted by the deadline, the Board is to petition the Superior Court within five days for an order adopting supervisorial district boundaries. In the event the County does not so petition the Superior Court, petitions may be lodged by any resident of the county.[5]

DISTRICT MAP PARAMETERS AND CONSIDERATIONS

The legal parameters of redistricting will be the same regardless of the methodology that the Board chooses to manage the process. The first parameter, of course, is the number of districts to be considered. Under California Government Code Section 25000, there must be five districts – no more and no less.

Additionally, criteria that was optional in the past is now mandatory. Specifically, Elections Code section 21500(c) mandates that the final district boundaries shall use the following criteria in this order of priority:

1) Geographically contiguous.
2) The geographic integrity of any local neighborhood or local community of interest (COI) shall be respected in a manner that minimizes its division.
   (A community of interest is a population that shares common social or economic interest that should be included within a single supervisorial district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents,[6] or political candidates.)
3) Maintain geographic integrity of "Census Designated Places" [7] in a way that minimizes their division.
4) Easily identifiable and understood by residents.
   - (Natural and artificial barriers, streets or other boundaries.)
5) Geographically Compact (where practicable and where it does not conflict with the preceding criteria), so that nearby populations are not bypassed in favor of more distant populations.[8]

INCREASED PUBLIC ENGAGEMENT

The new legislation of 2019 and 2020 also requires extensive public outreach. Under the new regulations, the County must make good faith, demonstrable efforts to engage the public, including

[4] Cal EC Section 21501(a)(2)
[5] Cal EC Section 21509(a) -(b)(1)
[6] Cal EC Section 21506 notes that the term of office of any supervisor who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which the supervisor was elected and he or she shall finish their current term. However, the new boundaries will take effect for subsequent elections and a new supervisor shall be elected for each district under the new district plan.
[7] Department of the Census. "Census Designated Places (CDPs) for the 2020 Census-Final Criteria." *Federal Register* Vol. 83, No. 219, Tuesday, November 13, 2018, Notices. Census designated places (CDPs) are defined as "…statistical geographic entities representing closely settled, unincorporated communities that are locally recognized and identified by name." County-level census data has not yet been released at the date of this writing, however, in the 2010 census, CDPs within Mariposa County were Bear Valley, Bootjack, Buck Meadows, Catheys Valley, Coulterville, El Portal, Fish Camp, Greeley Hill, Hornitos, Lake Don Pedro, Mariposa, Midpines, Wawona, and Yosemite Valley.
[8] Cal EC 21500(c)

Attachment: FOR REFERENCE: May 11, 2021 Redistricting Overview Memo (11824 : Redistricting Public Hearing #1)

underrepresented and non-English speaking communities.[9] This may be demonstrated by providing information via local media organizations, including those serving non-English speaking communities and to local community organizations and agencies, including those active in language minority communities.

Under Elections Code Section 21507.1, the following requirements apply:

At least four public hearings/workshops are required and must be held at the scheduled time with:

- At least one held before any draft maps are drawn;[10]
- Two must be held after draft maps are drawn; and
- One must be held on either a weekend or after 6 pm on a weekday.

Additionally, all public hearings/workshops must be noticed to the public, be accessible to the disabled, and must provide live translation if requested 72 hours prior to the hearing/workshop.

The County must also publish the date, time and place of each hearing/workshop online at least 5 days prior to the hearing.

Throughout the redrawing process, the County must allow the public to submit testimony or draft maps in writing and electronically.

Draft maps must be published at least 7 days prior to adoption.

Finally, the County must record all public comment and Board deliberation regarding proposed maps and maintain it for 10 years on a website.

Among the Board's redistricting method options (below), is the choice of hiring a consultant to manage the redistricting process. If the Board chooses this alternative, the consultant would be tasked with most of this public engagement.

If the Board chooses not to utilize a consultant, staff will be responsible for the public engagement process.

VARIOUS REDISTRICTING METHODS

In 2011 and earlier, the Board drew district boundaries on its own which is a right that is still maintained in the law. However, there also exists a code section that allows the Board the option of creating either an Independent Redistricting Commission, a Hybrid Redistricting Commission, or an Advisory Redistricting Commission. Thus, generally speaking, the Board may either manage the process directly, or it may transfer authority to an advisory commission to complete the process. Regardless of which of those options is chosen, the Board may also opt between utilizing County staff to assist with the process or hiring a consultant.

[9] Languages to be translated mirror those for voting materials. Current data maintained by the California Secretary of State for Mariposa County requires voting materials to be available in Spanish and Tagalog. Fortunately, the Secretary of State is providing multiple redistricting forms and information in those languages.

[10] Cal EC Section 21508(d)(3)(A) also mandates that draft maps of supervisorial districts also may not be released earlier than three weeks after the block-level redistricting database is made publicly available. However, the Board may hold public hearings or workshops on the placement of supervisorial district boundaries before the earliest date that draft maps of supervisorial districts may be released.

Attachment: FOR REFERENCE: May 11, 2021 Redistricting Overview Memo (11824 : Redistricting Public Hearing #1)

Board Manages the Process:

- ***Option 1 – Board/Consultant***

  The Board Draws the Boundaries Without a Commission But Utilizes Consultant Assistance (Costs: Consultant, $40,000+; Noticing, Publishing & Transcripts, $10,000; Staff Time to Assist)

  Under this option, the responsibility for new district maps remains with the Board with the process guided by a consultant. The major demographer in this field is National Demographic Corporation who charge a minimum of $40,000 to assist with the public engagement, the required four public hearings, and the preparation of draft maps that utilize the mandated data, adhere to required parameters, and incorporate the appropriate public input. It is expected that the Board would adopt the new district boundaries from draft maps which will be considered at the last public hearing.

- ***Option 2 – Board/County Staff***

  The Board Draws the Boundaries Without a Commission Utilizing County Staff (Costs: Noticing, Publishing & Transcripts, $10,000; Staff Time)

  Similar to the above option, the responsibility for new district maps would rest with the Board but the process would instead be guided by County staff. It is anticipated that the Clerk of the Board, Planning (especially GIS), and County Counsel will play the largest roles, but that input may also be required from the County Administrative Officer and the Public Works Departments.

  County staff would be responsible for all public engagement, guiding the public hearings, analysis of public input, and the preparation of draft maps that utilize the mandated data, adhere to required parameters, and incorporate the appropriate public input. Because of the extended public engagement, it is anticipated that draft maps may change throughout the process, and staff would also be responsible for properly posting and noticing the process, as well as having all materials available on the County's website. The attached tentative Public Engagement plan notes proposed responsibilities and timelines that would guide staff in outreach efforts should this option be chosen.

  Aside from staff time, costs for this option include the costs of public noticing and public outreach efforts in an amount expected to be $10,000 or less.

Independent or Hybrid Redistricting Commissions Manages the Process:

If the Board does not wish to manage the process, it may instead create one of three types of redistricting commission. Creation a commission is purely optional and must be established by either resolution or ordinance.[11] Restrictions surrounding Independent Redistricting Commissions (Option 3) and Hybrid Redistricting Commissions (Option 4) are more robust than those that apply to an Advisory Redistricting Commission (Option 5.)

Given the independent nature of these commissions, it is anticipated that burden on staff time would shift primarily to the Planning/GIS Department, with assistance provided as needed by County Counsel, the Clerk of the Board, the County Administrative Officer and, perhaps, the Public Works Departments.

[11] Cal EC Section 23001

Attachment: FOR REFERENCE: May 11, 2021 Redistricting Overview Memo (11824 : Redistricting Public Hearing #1)

- ***Option 3 – Creation of an Independent Redistricting Commission***

  An Independent Redistricting Commission is, as its name implies, independent from the Board and is empowered to adopt the district boundaries - meaning that the Board has no interaction with the final map.[12].

  An independent Redistricting Commission is responsible for conducting the entire process, holding the public hearings, and working with the appropriate staff to create a final map that incorporates the appropriate data, analyzes public input, and adheres to all required parameters, and approves a final version.

  For both Independent and Hybrid Redistricting Commissions, regulations are specific that the application process must be "open to all eligible residents," and that the Board may not appoint members directly to the commission. Instead, the Board can only determine the manner in which members are appointed.[13]

  Membership criteria is also the same for both Independent and Hybrid Redistricting Commissions. By statute, a "person shall not be appointed to serve on the commission if the person or any family member of the person has been elected or appointed to, or been a candidate for, an elective office of the local jurisdiction [the County] in the eight years preceding the person's application."[14]

  Additionally, a person cannot be appointed to serve on either an independent or hybrid commission if:
  - *The person or his/her spouse has, within eight (8) years of applying, worked for an elected office or candidate for elective office of the County, been a registered lobbyist to the County, or contributed at least $500 to any candidate for elective office of the County;* [15] *or*
  - *The person's family member (other than spouse) as, within four (4) years of applying, worked for an elected officer, or candidate for elective office of the County, been a registered lobbyist to the County, or contributed at least $500 to any candidate for elective office of the County.*[16]

  Finally, neither an Independent Redistricting Commission nor a Hybrid Redistricting Commission shall be "comprised entirely of members who are registered to vote with the same political party preference."[17]

  Once appointed, a member of an Independent or Hybrid Redistricting Commission cannot:
  - While serving on the commission, endorse, work for, volunteer for, or make a campaign contribution to, a candidate for any elective office of the County;
  - Run for elective office of the County if (a) less than five (5) years has passed since the member's appointment to the commission or (b) the election will be conducted using the boundaries adopted or recommended by the commission;

[12] Cal EC Section 23000(d)
[13] Cal EC Section 23003(b)
[14] Cal EC Section 23003(c)
[15] Cal EC Section 23003(d)(1)
[16] Cal EC Section 23003(d)(2)
[17] Cal EC Section 23003(f)

Attachment: FOR REFERENCE: May 11, 2021 Redistricting Overview Memo (11824 : Redistricting Public Hearing #1)

- Within four (4) years of being appointed, (a) work for an elected official or candidate for any elective office of the County, (b) receive a noncompetitively bid contract with the County, (c) registers as a lobbyist for the County; and
- Within two (2) years of being appointed, accept an appointment to a County office.[18]

Additionally, once an Independent or Hybrid Redistricting Commission is formed, its members are subject to both the Brown Act and a Conflict of Interest Code.[19]

- ***Option 4 – Creation of a Hybrid Redistricting Commission***

  The same robust requirements noted for an Independent Redistricting Commission apply to a Hybrid Redistricting Commission. What does differ is that the Hybrid Redistricting Commission is not empowered to adopt the final district boundary map. Instead, it recommends two or more maps to the Board of Supervisors. Of those two proposed final maps, the Board must adopt one as presented and unmodified (except as may be required to comply with state or federal law).[20]

Costs for both the Independent and Hybrid Redistricting Commission will be the same, i.e., $10,000 anticipated for Noticing, Publishing, and Transcripts, as well as Staff Time. More staff time would be necessary than the Board process for the selection and impaneling process. However, it is conceivable that either commission could also request the assistance of a consultant at the aforementioned cost of at least $40,000 as well as other unanticipated expenses that they may deem as necessary. If so, total cost would be at least $50,000, plus staff time.

Unfortunately, time to form either an Independent Redistricting Commission or a Hybrid Redistricting Commission will pose a problem at this juncture as there will need to be a recruitment and application period. Once the recruitment period is closed, applications will need to be vetted against the mandated criteria above to ensure adherence to regulations. Of the applications meeting the mandated criteria, a method of appointment would need to be developed that did not involve appointment by either the Board or an elected County official.[21] Finally, the newly constituted commission would then need to be given appropriate Brown Act training and would need to create operational bylaws and a Conflict of Interest Code before beginning the process. Given that, staff estimates that at least four to five months would be needed to impanel and train either an Independent Redistricting Commission or a Hybrid Redistricting Commission.

- ***Option 5 - Creation of an Advisory Redistricting Commission***

  As a last option, the Board may also establish an Advisory Redistricting Commission.[22, 23] Unlike the Independent and Hybrid Redistricting Commissions, the Board does decide who is appointed to an Advisory Redistricting Commission and establishes the process for appointment.[24] However, a "person who is an elected official of the local jurisdiction, or a family member, staff member, or paid campaign staff of an elected official of the local jurisdiction, shall not be

[18] Cal EC Section 23003(e)
[19] Cal EC Section 23003(g) and (h)
[20] Cal EC Section 23000(c)
[21] Cal EC Section 23003(b)
[22] Cal EC Section 23000(a)
[23] Cal EC Section 23001
[24] Cal EC Section 23002(b)

Attachment: FOR REFERENCE: May 11, 2021 Redistricting Overview Memo (11824 : Redistricting Public Hearing #1)

appointed to serve on the commission."[25] Thus, members of the Board cannot serve on an Advisory Redistricting Commission. It should also be pointed out that a certain amount of ambiguity surrounds the definition of "staff member."

While an Advisory Redistricting Commission would require less time to impanel, additional direction would be required regarding the recruitment and selection process. It is anticipated that staff time would be needed for the formation of the commission, as well as to guide the proceedings.

STAFF

Methodology chosen will also determine the County staff to be utilized for the process and will grant to the relevant departments permission to deviate from their existing approved work plans.

However, since a webpage is necessary regardless of who guides the process, staff time will need to be devoted to the website regardless of option selected. Consequently, the mandated webpages have been built (including numerous translated materials provided by the California Secretary of State's office) and will be published once the Board gives approval to commence the redistricting process.

Additionally, if the Board selects Option 2 (Board/County Staff), staff's public engagement plan includes publishing a Notice in the newspaper on the first available date with the approved Hearing Dates, and then repeated at least once a month after. Other materials will also be developed including newspaper advertisements, website newsflash, explainer videos, social media posts, and radio spots.

It is anticipated that public hearings will be guided by Planning who will also document public input. In the event a translation request is received, translators will be contacted from among those used by the County Elections official.

Public input will be accepted in person in the Clerk of the Board's Office, live during the scheduled public hearings, by U.S. postal mail, by email, via webform (which will allow for drawings to be attached), and surveys.

Staff has already identified a way to use the County's existing Geographic Information Software (GIS) to provide an electronic alternative that will also allow the public the ability to draw their maps online using our GIS.

Lastly, while only four public hearings or workshops are required by law, staff is proposing five public hearings to allow both a weekend and evening option for public members to attend.

[25] Cal EC Section 23002(c)

Attachment: FOR REFERENCE: May 11, 2021 Redistricting Overview Memo (11824 : Redistricting Public Hearing #1)

REDISTRICTING PUBLIC ENGAGEMENT EFFORTS

Date	Action
6/1/2021	COI Worksheet sent to Mariposa Co. Republican Central Committee
6/1/2021	COI Worksheet sent to Mariposa Co. Democratic Central Committee
5/27/2021	Notice of Public Hearing Published
5/25/2021	COI Worksheet sent to Lions Club
5/21/2021	COI Worksheet sent to Chamber of Commerce
5/21/2021	Four PSAs Recorded and to Radio to play through November
5/20/2021	COI Worksheet sent to Mariposa Rotary Club
5/20/2021	COI Worksheet sent to Farm Bureau
5/19/2021	Redistricting COI Worksheet Released to Public (hard copy, fillable PDF, and online form)
5/19/2021	Infographic published on Facebook - Redistricting 101, no 2
5/18/2021	Website goes live (www.mariposacounty.org/redistricting)
5/18/2021	Infographic published on Facebook - Redistricting 101, no 1
5/18/2021	Board of Supervisors Approves the Public Hearing Schedule
5/11/2021	Board of Supervisors Meeting: Discussion and Direction Item. Board will manage the process with County staff guidance.

Attachment: Public Engagement Log, as of June 2, 2021 (11824 : Redistricting Public Hearing #1)

Mariposa County Redistricting:

2021 Community of Interest Worksheet

Released: **19 May 2021**

2021 brings mandated redistricting and we need you to help with the process for the County!

Your input is being sought to help shape the new voting districts for the County of Mariposa. Please fill out and submit this brief worksheet and tell us about your "communities of interest" (or "COIs") for use in the process.

What is Redistricting?

Redistricting occurs every ten years and is triggered by the completion of the U.S. Census. Using the population numbers from the 2020 census, and following legally mandated criteria, we must now redraw district lines, as necessary, so that each supervisor's district contains approximately 1/5th of the County's population.

However, population is not the only criteria for districts that must be considered for the final maps. State law also requires that districts consider other criteria in the following ranked order:

- Geographically contiguous;
- Must respect "**Communities of Interest**" (a population group that shares common social or economic interests);
- Must maintain "Census Designated Places";
- Uses streets, natural barriers, and other features that are easily identifiable to residents as the district borders; and
- Are geographically compact (when it does not conflict with any of the above criteria.)

Attachment: COI Worksheet - released May 19, 2021 at 1003 (11824 : Redistricting Public Hearing #1)

What is a Community of Interest?

A Community of Interest is any cohesive group of people that live in a geographically definable area and should be considered as a potential voting bloc in current or future elections.

There are some Communities of Interest that are considered "protected classes" in that they have rights through state or federal civil rights or voting rights laws. Some examples of protected classes in districting would be ethnic and racial minorities such as a concentration of Latinx, Asian, or African American people. Protected classes can be described through public input, and there is information that must be used wherever applicable to define these areas and make sure that they are not being harmed by the district boundaries.

There are other Communities of Interest that can also be considered in districting but do not have the higher legal requirements as ethnic or racial minorities. Identifying these other COI are still critical to the process. These could be clusters of senior citizens in one community, a group of college students living in a densely populated area near a campus, people who live in a downtown area or a specific neighborhood, or even people who share concerns such as parents with young children, bicycle enthusiasts, topic interest groups, etc.

What do we need from you?

As you can see above, "Communities of Interest" are an important criteria to be considered during the redistricting process but only YOU can tell us what you consider to be your Community of Interest.

Consequently, we are asking you to help with the process by filling out and submitting the brief worksheet (only 8 questions) that starts on page 5. (Or, you can fill it out online at http://www.mariposacounty.org/COIs)

Doing so will not only help us with the process, but will make sure that your district adequately represents you and your interests.

Attachment: COI Worksheet - released May 19, 2021 at 1003 (11824 : Redistricting Public Hearing #1)

How can you participate in the process?

1) Tell us about your Communities of Interest by completing the worksheet that begins on page 5 of this packet.

   You can submit your completed form in multiple ways:

   a) By Emailing it to redistricting@mariposacounty.org - OR -
   b) Send via USPS to the Clerk of the Board, PO Box 784, Mariposa, California 95338 - OR -
   c) Deliver your completed form to the Clerk of the Board at the Mariposa County Government Center, 5100 Bullion Street, 2nd Floor, Mariposa, California.

   OR,

   You can also complete the form online at:

   http://www.mariposacounty.org/COIs

2) Attend, or submit comments, to one of the County's public meetings!

Public Hearing Schedule

Location for all meetings will be the Mariposa County Government Center, 5100 Bullion Street, Mariposa, CA

Tuesday, June 8, 2021 at 2:00 PM – Public Hearing #1
Staff will review the existing district boundary map, present process, review state criteria for redistricting, solicit public input, etc. Map alternatives cannot be developed until after this Public Hearing.
Saturday, July 17, 2021 at 10:00 AM – Public Hearing #2
Staff will provide a brief review of the process, review criteria, report on any public input received since the last public hearing, and solicit public input and Board comments. (If the county-level census data has been released, draft maps will be presented first.)
Tuesday, September 14, 2021 at 2:00 PM – Public Hearing #3
Staff will provide a brief review of the process, review criteria, report on any public input received since the last public hearing, and solicit public input and Board comments. (If draftmaps are available, they will be presented first.)

Attachment: COI Worksheet - released May 19, 2021 at 1003 (11824 : Redistricting Public Hearing #1)

Monday, November 1, 2021 at 6:00 PM – Public Hearing #4
Staff will provide a brief review of the process, review criteria, report on any public input received since the last public hearing, present draft maps with overview of any changes since last hearing, solicit public input and Board comments.
Tuesday, November 2, 2021 at 2:00 PM – Public Hearing #5
Staff will provide a brief review of the process, review criteria, report on any public input received since the last public hearing, present draft maps with overview of any changes since last hearing, solicit public input and Board comments. Board will be asked to indicate a final choice.
Tuesday, November 23, 2021 at 2:00 PM – Ordinance Introduction
Staff will provide a brief review of the process to date, review criteria, report on any public input received since the last public hearing, present draft maps with overview of any changes since last hearing, solicit public input and Board comments, and request ordinance introduction.
Tuesday, December 7, 2021 at 2:00 PM – Ordinance Adoption
Staff will provide a brief review of the process to date, review criteria, and request ordinance adoption.

Questions?

You can get more information on the redistricting process at http://www.mariposacounty.org/redistricting.

If you have any questions, please email redistricting@mariposacounty.org,

or call the Clerk of the Board at (209) 966-3222, option 2.

Attachment: COI Worksheet - released May 19, 2021 at 1003 (11824 : Redistricting Public Hearing #1)

2021 Community of Interest Worksheet Questions

Please note that questions 1 and 2 are voluntary, however, before you supply personally identifying information, please keep in mind that all form submissions are part of the County's public record which must be maintained online for ten years.

1. What is Your Name? (Optional)

2. What is Your Email Address? (Optional)

3. Are you a resident of Mariposa County?
   (Yes or No):

   If Yes, which District:

4. What is the nature of the bond or common interest of your Community of Interest?
   (You can describe what the common interests of your community are and why or how they are important. Use additional paper, if necessary.)

5. Where are the boundaries of your Community of Interest?
   (You can define it by neighborhood, streets, address, a key landmark such as school or church, or other boundaries. Use additional paper, if necessary.)

Attachment: COI Worksheet - released May 19, 2021 at 1003 (11824 : Redistricting Public Hearing #1)

6. What is the rationale for your Community of Interest to be used in this districting?
   (Please describe how the issues before the Board of Supervisors have a unique impact on your group. Use additional paper, if necessary.)

7. What do you like or dislike about the current district lines? *(Use additional paper, if necessary.)*

8. Is there anything else you would like us to consider? *(Use additional paper, if necessary.)*

When completed, return your form:

1. Via USPS to the Clerk of the Board, PO Box 784, Mariposa, California 95338 ;
2. Deliver your completed form to the Clerk of the Board at the Mariposa County Government Center, 5100 Bullion Street, 2nd Floor, Mariposa, California; –OR-
3. Email a scan to redistricting@mariposacounty.org

Attachment: COI Worksheet - released May 19, 2021 at 1003 (11824 : Redistricting Public Hearing #1)

NOTICE OF PUBLIC HEARING

To Receive Public Input and Proposals Regarding County Supervisor Districts

NOTICE IS HEREBY GIVEN that, pursuant to California Elections Code Section 21507.1, the Mariposa County Board of Supervisors will hold a series of public hearings to receive input regarding potential redistricting of supervisorial districts.

Public Hearing #1 is scheduled as follows:

DATE: **Tuesday, June 8, 2021**
TIME: **2:00 PM**
LOCATION: **Board Chambers**
Mariposa County Government Center
5100 Bullion Street, Mariposa, CA

The public is invited to submit information regarding their Communities of Interest, and proposed district boundaries for the 2021 redistricting process. Draft maps will not be available until county-level 2020 U.S. census data is released.

- Community of Interest forms can be submitted online at: www.mariposacounty.org/COIs
- Hardcopy forms can be downloaded from: www.mariposacounty.org/paperCOI and returned in person to the Clerk of the Board's Office at the above address or sent by mail to PO Box 784, Mariposa, Ca. 95338.
- Questions or input may also be emailed to redistricting@mariposacounty.org

Future hearing dates on this matter are scheduled in the Board Chambers as follows:

PUBLIC HEARING #2:
DATE: Saturday, July 17, 2021
TIME: 10:00 AM

PUBLIC HEARING #3:
DATE: Tuesday, September 14, 2021
TIME: 2:00 PM

PUBLIC HEARING #4
DATE: Monday, November 1, 2021
TIME: 6:00 PM

PUBLIC HEARING #5
DATE: Tuesday, November 2, 2021
TIME: 2:00 PM

ORDINANCE INTRODUCTION
DATE: Tuesday, November 23, 2021
TIME: 2:00 PM

ORDINANCE ADOPTION
DATE: Tuesday, December 7, 2021
TIME: 2:00 PM

Complete redistricting information can be found at www.mariposacounty.org/redistricting

Dated: May 20, 2021
By: René LaRoche, Clerk of the Board of Supervisor

Attachment: NOTICE OF PUBLIC HEARING - published May 27, 2021 (11824 : Redistricting Public Hearing #1)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: PG&E Presentation

RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation from Pacific Gas & Electric (PG&E) Representatives Regarding the Community Wildfire Safety Program (CWSP) and Public Safety Power Shutoffs (PSPS) program. (Nathan Alonzo, PG&E Government Relations Representative). (Board Chair)

PRESENTATION OUTLINE:

- PG&E will provide an overview of its Community Wildfire Safety Program (CWSP) and efforts to strengthen and improve its electric system.
- The presentation will also focus on efforts to support customers and communities before, during and after Public Safety Power Shutoff (PSPS) events by providing more resources and working year-round and nonstop to improve our PSPS Program.

BACKGROUND AND HISTORY:

The Board has received similar presentations from PG&E and other entities in the past.

ATTACHMENTS:
PGE CWSP Presentation to Mariposa County 20210608 (PDF)

RESULT: INFORMATION RECEIVED

Community Wildfire Safety Program

MARIPOSA COUNTY BOARD OF SUPERVISORS

June 8, 2021

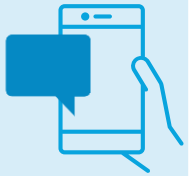
Attachment: PGE CWSP Presentation to Mariposa County 20210608 (11868 : PG&E

Safety

General Safety Tips

Identify two exit routes from your current work area in the event of a fire or other emergency.

“Drop, cover and hold” in the event of an earthquake.



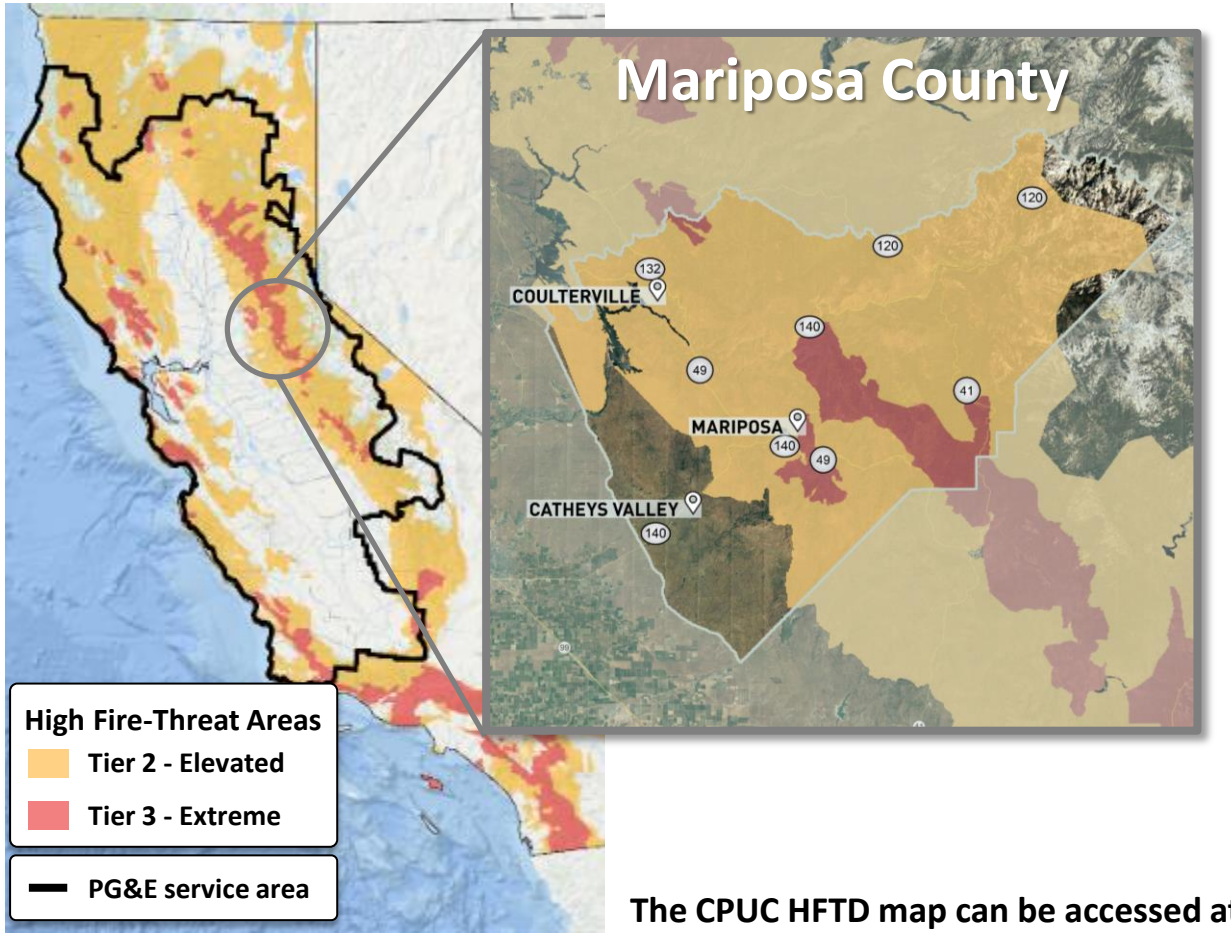
Notify emergency services if you are in danger. You can also ask for help by putting a message in the chat function of this meeting.

Follow COVID-19 safety precautions including wearing a mask in public, practicing social distancing and washing your hands to prevent the spread.

Attachment: PGE CWSP Presentation to Mariposa County 20210608 (11868 : PG&E

Wildfire Risks Across PG&E's Service Area

The California Public Utilities Commission (CPUC) has a map that designates areas that are most at risk for wildfire. This map helps us plan and prioritize wildfire prevention efforts.



MARIPOSA COUNTY	
Total Customers Served	11,005
Customers in HFTD	9,492
Total Distribution Line Miles	939
Distribution Line Miles in HFTD	850
Total Transmission Line Miles	81
Transmission Line Miles in HFTD	57

The CPUC HFTD map can be accessed at: cpuc.ca.gov/FireThreatMaps

Source: California Public Utilities Commission

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Attachment: PGE CWSP Presentation to Mariposa County 20210608 (11868 : PG&E

Community Wildfire Safety Program

REDUCE WILDFIRE POTENTIAL

- Asset inspection and repair
- Enhanced vegetation management (EVM)
- System hardening
- Targeted device replacement
- Public Safety Power Shutoffs (PSPS)

IMPROVE SITUATIONAL AWARENESS

- Wildfire Safety Operations Center
- Weather stations
- High-definition cameras
- Meteorology
- Satellite detection
- Bolster field-based wildfire expertise for program validation

REDUCE IMPACTS OF PSPS EVENTS

- Focus on areas of highest risk
- Continuously improve based on feedback and past experience
- Further expand our ongoing coordination with and support for customers and communities
- Enhanced microgrid capability

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Attachment: PGE CWSP Presentation to Mariposa County 20210608 (11868 : PG&E

What's New in 2021

We are continuing to harden our electric grid to reduce wildfire risks, working nonstop to lessen the impact of Public Safety Power Shutoffs (PSPS) and providing more resources to customers and communities before, during and after PSPS events.

REDUCING WILDFIRE RISKS

System hardening on: **180** CIRCUIT MILES

Tracking conditions with: **300** NEW WEATHER STATIONS

Enhanced vegetation management on: **1,800** HIGH-RISK CIRCUIT MILES

Monitoring for wildfires with: **135** NEW HIGH-DEF CAMERAS

REDUCING PSPS IMPACTS

Limiting the number of customers impacted by installing **275+** additional distribution sectionalizing devices and transmission switches

Weather modeling improvements and **5 days** of forecast data

Helping to keep the power on with **10** substations prepared for temporary generation and **5** additional microgrids constructed to power key community resources

SUPPORTING CUSTOMERS AND COMMUNITIES

Customer notifications in **16 languages** and **new Address Alerts to keep informed about any address**

~5,000 batteries available, covering all interested low-income Medical Baseline customers in high fire-threat areas

Targeting **additional ADA-accessible Community Resource Center sites**

Meal replacement options for customers in **46 counties**

Targeting **additional partnerships** with Community-Based Organizations to support customers with Access and Functional Needs

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Attachment: PGE CWSP Presentation to Mariposa County 20210608 (11868 : PG&E

Mariposa County Overview

Quarterly progress updates are avail
pge.com/wildfiresafety

L.2.a

WILDFIRE SAFETY AND CUSTOMER SUPPORT PROGRAM EFFORTS	COMPLETE THROUGH 2020*	2021 PROGRESS	2021 PLAN
System Hardening Stronger poles, covered power lines and/or targeted undergrounding	0 LINE MILES	4 LINE MILES	13 LINE MILES
Enhanced Vegetation Management Address vegetation that poses a higher potential for wildfire risk	215 LINE MILES	16 LINE MILES	76 LINE MILES
Community Resource Centers (CRC) Provide basic power needs and up-to-date information	2 INDOOR, 4 OUTDOOR	2 INDOOR, 4 OUTDOOR	ONGOING†
Weather Stations Enhancing weather forecasting and modeling	24 STATIONS	0 STATIONS	ONGOING‡
High-Definition Cameras Improving real-time monitoring of high-risk areas and conditions	6 CAMERAS	0 CAMERAS	ONGOING‡

*Cumulative progress from 2018 through 2020.
†CRC planning for 2021 is conducted in coordination with local agencies/tribes and is ongoing.
‡Identified on a monthly basis.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires. 2021 data as of April 30.

Attachment: PGE CWSP Presentation to Mariposa County 20210608 (11868 : PG&E

What is a Public Safety Power Shutoff?

Safety is our most important responsibility. That is why we may need to turn off power as a last resort to prevent wildfires during severe weather conditions.

High winds and dangerous conditions can cause branches and debris to contact energized power lines.

This could damage our equipment and cause a wildfire.

To prevent such fires, we may need to turn off power.

This is called a **Public Safety Power Shutoff (PSPS).**

Once severe weather has passed, we will inspect the system and repair any damage.

Once inspections and any repairs are complete, power is restored.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Attachment: PGE CWSP Presentation to Mariposa County 20210608 (11868 : PG&E

What Conditions Could Lead to a PSPS Event?

We carefully review a combination of factors when deciding if power must be turned off for safety. These factors include:

Low humidity levels generally 30% and below

Forecasted high winds above 20 mph and gusts above 30-40 mph

A Red Flag Warning issued by the National Weather Service

Condition of dry material on the ground and vegetation near lines

On-the-ground, real-time observations

This year, our decision-making process is evolving to also account for the presence of trees tall enough to strike power lines when determining if a PSPS event is necessary.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

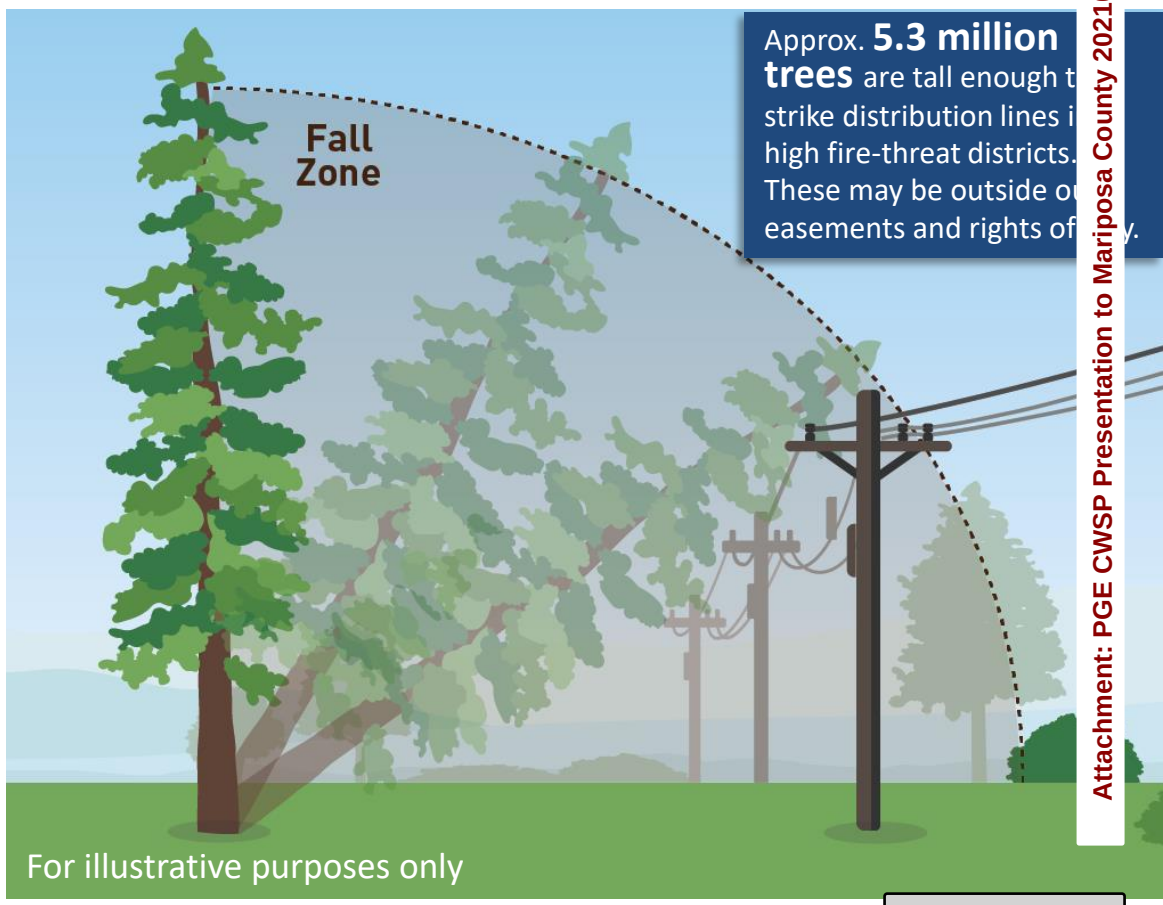
Attachment: PGE CWSP Presentation to Mariposa County 20210608 (11868 : PG&E

Tree Overstrike Exposure and PSPS Decision-Making

The safety of our customers and communities is our most important responsibility. After last year's wildfire season and the drier than average weather we are experiencing, we have developed additional criteria for our PSPS program, consistent with the recommendation of the federal court.

To reduce the risk of major wildfires, PG&E may turn off power on distribution lines* where there are large amounts of trees tall enough to fall into electric lines during severe weather.

- **Customers who live in areas of the highest wildfire risk may experience more frequent PSPS events** compared to last year's weather conditions.
- **We are sharing community-specific information** regarding these potential impacts with customers, cities, counties and tribes.



*Does not include transmission lines (which are considered to be ≥ 60 kV)

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Attachment: PGE CWSP Presentation to Mariposa County 20210608 (11868 : PG&E

Identifying Potential Impacts from Updated Criteria – Mariposa County

PG&E studied 10 years of weather data from 2010 to 2019 to analyze the potential impact of the updated criteria. The study found:

- **Reduced risk** of catastrophic wildfires
- **Additional PSPS events**, increased customers impacted and increased event duration

We do not expect a return to the largescale PSPS events of 2019.

Potential Customer Impacts	BASELINE	WITH ADDITIONAL CRITERIA
Event **Frequency**	~0.6 events per year	~1.0 event per year
Average Event **Duration** (excludes restoration time)	~17.5 hours	~21.7 hours
Average Event **Customer Count***	~1,830 customers	~1,836 customers
Largest Event **Customer Count***	~9,016 customers	~9,016 customers

**Averages were calculated using all events from the 10-year historical baseline and the same number of events using the new criteria. This excludes a portion of smaller-scale events using the new criteria. All data is for planning purposes only and additional analysis is ongoing. The size and scope of actual PSPS events is dependent on weather.*

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

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How Will Customers be Notified?

When severe weather is forecast, we provide advance notice prior to turning off power and updates until power is restored.

Timing of Notifications (when possible)

- **2 days** before power is turned off **(WATCH)**
- **1 day** before power is turned off **(WATCH)**
- **Just before** power is turned off **(WARNING)**
- **During** the PSPS event
- **Once** power is restored

Notifications sent via automated calls, texts and emails.

We will also use **pge.com**, social media and will inform local news and radio.

@pacificgasandelectric

@PGE4Me

@pacificgasandelectric

New for 2021 | Address Alerts

Receive notifications about PSPS for any location, such as:

- The home of a friend or loved one
- Your child's school or day care
- Your work or business

Enroll at: **pge.com/addressalerts**

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Customer Preparedness and Resources

We are increasing resources to help customers and communities before, during and after Public Safety Power Shutoff events.

- **Partnerships with 250+ Community-Based Organizations (CBOs)** to provide emergency preparedness information and PSPS event assistance
- **Sponsored food replacement** through partner food banks and Meals on Wheels organizations
- **California Foundation for Independent Living Centers (CFILC)** providing emergency planning, portable backup power, accessible transportation, hotel stays and food stipends
- **Providing portable backup batteries** for low-income Medical Baseline customers in high fire-threat areas
- **Generator rebate programs** offered to customers who depend on well water pumps and live in high-fire threat areas
- **Providing better information** about when power will be turned off and back on in 16 languages

Mariposa County
Community-Based Organizations

CFILC
- Disability Resources Agency for Independent Living

Food Bank
- Merced County Food Bank

Other
- California Council of the Blind

In-Language Media
- ABS-CNB
- Alianza News
- Hmong TV Network
- KBTV- Crossings TV
- KFTV Univision
- KNSO Telemundo
- KSTS Telemundo
- KUVS Univision
- Lotus Radio Fresno
- ONME Network
- Russian American Media

Potential Partnerships:
- Mariposa Senior Center (Meals on Wheels)

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Thank You

For more information, please:

- Call us at **1-866-743-6589**
- Email us at **wildfiresafety@pge.com**
- Visit **pge.com/wildfiresafety**

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Additional Information

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Disability Disaster Access and Resources Program

We are collaborating with the Disability Disaster Access and Resources (DDAR) Program to provide qualifying customers with targeted outreach, personalized emergency planning support, energy needs assessments and in-event Public Safety Power Shutoff support. In-event support can include the following support based on customer needs:

Response to Escalations
received through PG&E's call center

Hotel Accommodations

Accessible Transportation
to hotels and Community Resource Centers

Food Vouchers

Portable Backup Batteries

During 2020 PSPS events, the following resources were provided:

~1,700 customer assessments

~1,000 batteries

~560 hotel accommodations

~900 food vouchers

~30 accessible transit rides

Data is subject to change and is based on best available information at this time

Learn more about DDAR by visiting

disabilitydisasteraccess.org

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Portable Battery Program

We are also conducting PSPS emergency preparedness outreach and energy needs assessments to support low-income Medical Baseline customers in high fire-threat areas with critical medical equipment and delivering fully subsidized portable battery solutions to eligible customers.

To date, this program has included the following:

Establishing relationships with **seven external battery delivery partners**

Assessing over **8,800 customers**

Providing outreach to **~22,000 customers**

Providing over **5,550 batteries to customers**

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Generator Rebate Program

Launched in late 2020, this program provides customers who depend on a well water pump and live in high fire-threat areas with a single rebate for purchasing a qualified portable power generator.

$300 rebate for eligible customers.

$500 rebate for eligible customers who are also participants in the CARE or FERA program.

Rebates are offered through PG&E's backup power marketplace located at **pge.com/backuppower.**

Over 100 customers have already taken advantage of the rebate.

Learn more about PG&E's Generator Rebate Program by visiting pge.com/backuppower

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Financial Assistance and Support Programs

Since March 2020, we have implemented a series of emergency protections to support customers who have been impacted by the pandemic that are currently set to expire on June 30, 2021.

- **Pause on service disconnections** for non-payment
- **Pause on post-enrollment verification and re-enrollment requirements** for CARE and FERA programs
- **Waive security deposits** for small commercial customers
- **Medical Baseline Program recertification**

If you have questions about how the end of any of these protections may impact you, or if you are struggling to pay your bill, PG&E can help you find payment programs, financial assistance, and other support programs.

For more information, visit:

pge.com/covid19

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Community Resource Centers

During Public Safety Power Shutoff events, we open Community Resources Centers (CRCs) where customers can access resources and up-to-date information.

Customer Resources

- Wi-Fi
- ADA-accessible restroom
- Bottled water
- Device charging
- Snacks
- Cooling/heating*
- Seating*
- Ice*
- Mobile battery chargers

**Indoor locations only*

For more information about CRCs and where to find a location in your area before and during a PSPS event, visit pge.com/crc

COVID-19 CONSIDERATIONS

To keep our customers and communities safe, **all CRCs reflect appropriate COVID-19 health considerations** and state and county guidelines.

- **Facial coverings are required**
- **Physical distancing** and limits on the number of visitors at any time are required
- **Temperature checks** are administered before entry into indoor facilities
- **Surfaces are regularly sanitized**

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Types of Outages

PG&E customers may experience outages for different reasons.

Why is Power Shut Off?	Rotating Outages	Emergency Repairs	Planned Maintenance	Active Wildfires	Public Safety Power Shutoff
How Will We Inform Customers?	**Advanced notification/ regular updates** ▪ Phone calls* ▪ Emails ▪ Texts ▪ Social media ▪ News releases ▪ Local/Tribal government outreach	**Updates after and during outages** ▪ Phone calls ▪ Texts ▪ Emails	**10-day advance notification**	**Updates after or during outages** ▪ Phone calls ▪ Texts ▪ Emails	**Advanced notification/ regular updates** ▪ Phone calls* ▪ Emails ▪ Texts ▪ Social media ▪ News releases ▪ Local/Tribal government outreach ▪ CBO** outreach
Who Makes the Decision?	**CAISO, the state's grid operator**	**N/A**	**PG&E**	**CAL FIRE or first responder agencies**	**PG&E**

**Via interactive voice recordings (IVR)* ***Community-based organization*

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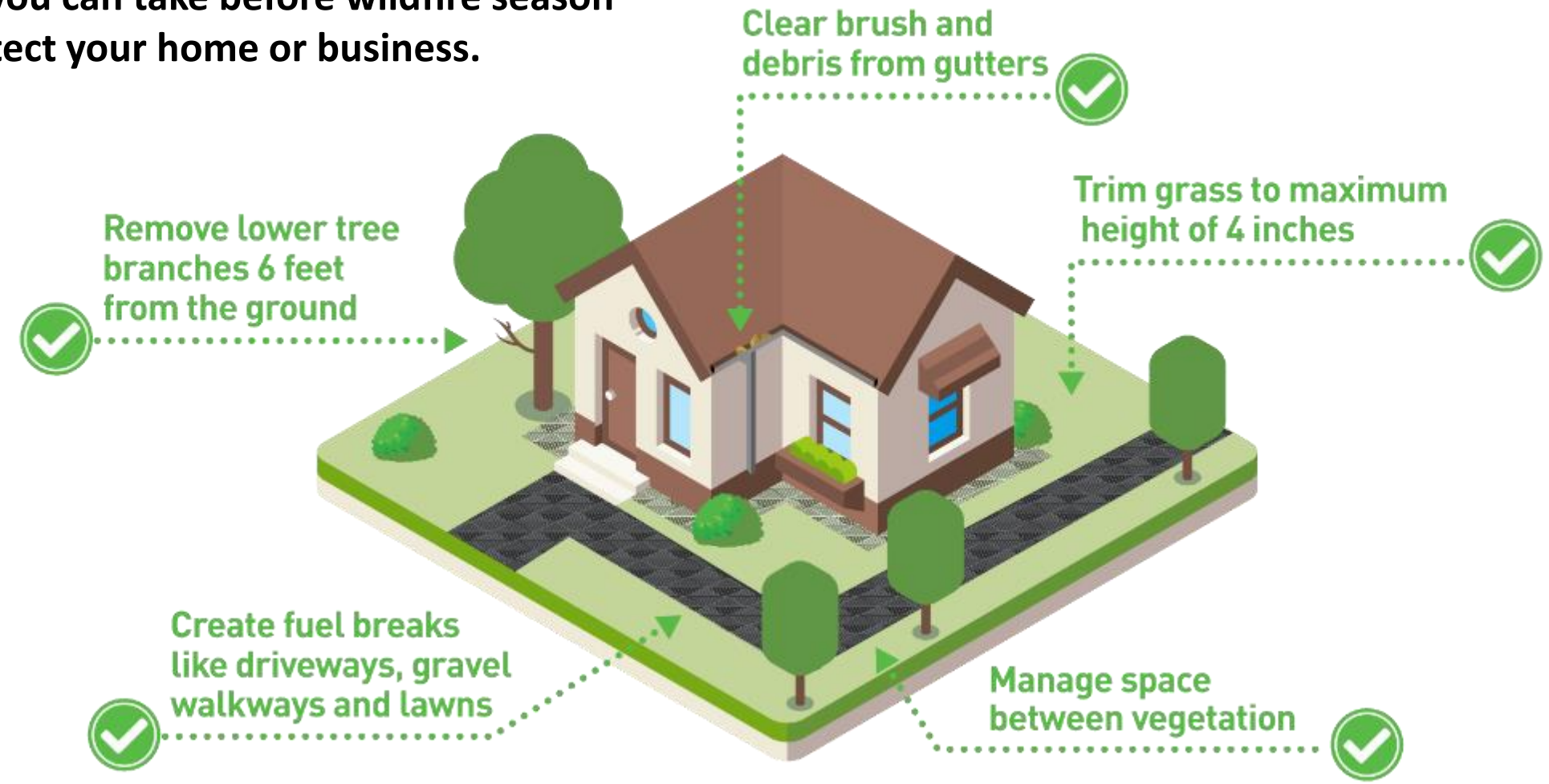
Creating Defensible Space

Steps you can take before wildfire season to protect your home or business.



For more tips to protect your home from a wildfire, visit: ReadyForWildfire.org

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MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Performance Evaluation - Clerk of the Board

[ ] **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: Clerk of the Board (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD