MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

May 25, 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

None.

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

Regarding CA7, Supervisor Smallcombe expressed her appreciation for Mariposa Safe Families.

CORRECTIONS:
CA11: The contract amount is $98,346 and not $196,692 as noted within the item.
CA12: In the second paragraph, the 2016 backhoe should be noted as a 2006 model.

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-2021-289**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-290**

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

CA3. **Sheriff's Office RES-2021-291**

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

CA4. **Administration/Community Development 2021-61**

Appoint Nina Avina-Rhodes to the Central Sierra Economic Development District (CSEDD) as the Mariposa County Citizen Alternate Member

CA5. **Board of Supervisors RES-2021-292**

Approve a Letter of Support for the Proposed Solution to AB 1066 by the California Sheep and Goat Producers; and Authorize the Board of Supervisors Chair to Sign the Letter

CA6. **Board of Supervisors**

Approve the Minutes of Tuesday, May 4, 2021

CA7. **HHS/Social Services RES-2021-293**

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

CA8. **Health and Human Services RES-2021-294**

Approve the Letter of Commitment and Memorandum of Understanding Between Mariposa County Health and Human Services Agency and the Alliance for Community Transformations for the County Medical Services Plan for Local Indigent Care Needs (CMSP LICN) Program; and Authorize the Director of Mariposa County Health and Human Services Agency to Sign the Letter of Commitment and Memorandum of Understanding

CA9. **HHS/Community Services RES-2021-295**

Approve the Recommended Revisions to the Mariposa County Commission on Aging Bylaws

CA10. **HHS/Public Health RES-2021-296**

Ratify the Submittal of the Local Enforcement Agency (LEA) Assistance Grant Application Signed by the Health and Human Services Agency Director; Adopt a Resolution Authorizing the Grant Application for FY 21/22 and the Subsequent Four Years If Amounts and Conditions Remain the Same; and Authorize the Health and Human Services Agency Director to Sign Any Agreements or Documents Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel)

CA11. **Public Works** **RES-2021-297**

Approve First Amendment to an Agreement with ARAMARK for Uniform Laundry and Janitorial Supplies Extending the Term Until June 30, 2024 and Adding an Additional $98,346 for a New Amount Not to Exceed $196,692; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **Public Works** **RES-2021-298**

Declare Backhoe Unit 2605 and Truck 2900 as Retired or Surplus Equipment; Authorize the Director Public Works & Transportation to Direct the Sale and Disposal of These Items at Public Auction; and Authorize the Purchase of a Replacement Backhoe and Truck in Addition to Two (2) Skid Steer Packages with Attachments and Trailers

CA13. **Sheriff's Office** **RES-2021-299**

Approve an Agreement with Trinity Services Group to Provide Dietary Services at the Mariposa County Adult Detention Facility in an Amount Not to Exceed $230,253.24; and Authorize the Board of the Supervisors Chair to Sign the Agreement

E. Board Recognitions

1. **Board of Supervisors** **2021-62**

Proclaim May 31 - June 6, 2021 as "Flavored Tobacco Education and Advocacy Week" (Board Chair)

Heather Livingston/Mariposa Safe Families extended thanks for the item, and called up the team who introduced themselves and gave a PowerPoint presentation. During public comment, Kristina Allen/Deputy Director of Public Health, Tara Schiff/Economic Development Specialist, Shannon Gadd/Health and Human Services Agency Director, and Marilyn Saunders spoke in support of this item. Board discussion ensued.

Chair Long presented the Proclamation to the Friday Night Live team.

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

F. Departmental Presentation

Eric Sergienko/County Health Officer noted that there are currently no active COVID-19 cases in Mariposa County; advised that, noticing that the State had some incorrect numbers, they have submitted a data adjudication request; and advised that he is hoping that we will be in the Yellow Tier later today. Dr. Sergienko again encouraged everyone to get vaccinated, noting that they are seeing seven variants in the state. He also noted that as of June 15th, all of the sector guidance will go away and the only thing they will be looking at will be large or mega-large events, which will be followed by guidance for youth and schools since children under 12 are not being vaccinated at this time. Dr. Sergienko also discussed the Recreation Committee and the guidance that is being given for everything in recreational areas; noted that they have done really good work, particularly in the area of white water rafting; and extended kudos to his team. In response to Supervisor Sweeney's inquiry, Dr. Sergienko noted that mass vaccination clinics will be stopping at the end of the month but that people can still sign up on MyTurn. Supervisor Smallcombe and Dr. Sergienko discussed data drops and lags between HHSA and the State, and data adjudication. Dr. Sergienko also discussed the career technical education at the high school that provides training for future occupations in health.

Steve Ward/CAL FIRE - County Fire Chief advised that the source of the smoke in the air yesterday and today is a planned burn at the Grupe Ranch, along with another in Yosemite National Park. He also advised that Madera County will also be conducting a burn on the Highway 41 corridor of Madera County on Wednesday and Thursday evening and discussed the reasons why planned burning is beneficial. Chief Ward also noted that peak staffing for fire season was bumped up from June 14th to June 1st, with staffing in place on June 6th. Supervisor Long discussed the benefits to the land and water shed from the training burns. Supervisor Smallcombe and Chief Ward discussed the Prescribed Burn Association.

Eric Sergienko/Air Pollution Control District (APCD) Officer noted that the prescribed fire agency also works with the APCD Officer to make sure that winds and other conditions allow for a controlled burn so that we are doing them under the best conditions possible. Dr. Sergienko also noted that prescribed burns are actually a health benefit if done in the right fashion.

Dallin Kimble/County Administrative Officer advised that the California Public Utilities Commission has moved their hearing out to June 23rd. He also advised that several policies will be coming forward in the near future including a revision of the purchasing policy, a purchasing card policy, a travel policy, a signature authority policy, and changes regarding fleet.

Mr. Kimble also reported on a 16 bedroom facility on Crystal Aire that has come onto the market which may be ideal for housing, particularly mental health clients who are trying to become more independent.

René LaRoche/Clerk of the Board provided an update regarding redistricting efforts.

Steven W. Dahlem/County Counsel advised of department closures for active shoot training tomorrow.

G. Public Comment on Non-Agenda Items

Steven W. Dahlem wished his mother a Happy 87th birthday today.

Recess Board of Supervisors

10:09 AM Chair Long recessed the Board of Supervisors meeting and passed the gavel to Miles Menetrey as the Clerk of the Board read the Government Code Section 54952.3 announcement.

H. AIR POLLUTION CONTROL DISTRICT

10:09 AM Chair Menetrey convened the Air Pollution Control District (APCD) Board with all members present.

Public Comment Period

None.

APCD Regular Agenda

1. **Air Pollution Control Officer APCD-2021-4**

Approve the Grant Agreement G20-CAPP-15 for AB 617 Community Air Protection Program Funding (Fiscal Year 20/21) in an Amount Not to Exceed $10,813; and Authorize the Air Pollution Control District (APCD) Chair to Sign the Agreement

Eric Sergienko/APCD Officer gave the staff report. No public input.

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

Adjourn APCD

10:11 AM Chair Menetrey adjourned the meeting and passed the gavel to Marshall Long.

I. LOCAL TRANSPORTATION COMMISSION

10:12 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all commissioners present.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2021-17**

Adopt a Resolution Approving the Transportation Planning Overall Work Program (OWP) for Fiscal Year 2021-2022; and Authorize the Mariposa County Local Transportation Commission (LTC) Executive Director to Submit the OWP; Authorize the LTC Executive Director to Sign the

Agreement, Planning Process Certification, Certifications and Assurances Documents, and the Department and Suspension Certification

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

CORRECTIONS:
"Department and Suspension Certification" was changed to "Debarment and Suspension Certification."

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

Adjourn LTC

10:15 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:15 AM Chair Long reconvened the Board of Supervisors meeting.

Recess

10:15 AM Chair Long recessed the meeting for a brief break and reconvened at 10:21 AM.

J. Regular Agenda Items

1. **Health and Human Services RES-2021-300**

Appoint Todd Davidson as the Substance Use Disorders (SUD) Director for Mariposa County Pursuant to California Department of Health Care Services Alcohol And/Or Drug Program Certification Standards Section 13005, Effective Immediately

Shannon Gadd 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

2. **Public Works RES-2021-301**

Adopt a Resolution Authorizing the FY 21/22 RMRA Funding; and Authorize the Director, Public Works & Transportation to File the Resolution and Project List with the State Transportation Commission

Mike Healy gave the staff report and provided a revised project list. Board discussion ensued. No public comment.

AMENDMENTS:
Substitution of a Revised Project List.

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

3. **Public Works RES-2021-302**

Approve Leonard Road Paving Project Program Supplement Agreement with Caltrans for FY 2020/2021 Using Federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) Funds Allocated by the California Transportation Commission (CTC); Approve Budget Action Increasing Revenue and Appropriations in the Public Works Budget Receiving Unanticipated Revenue ($150,000); and Authorize the Board of Supervisors Chair to Sign the Agreement 4/5ths Vote Required

10:37 AM Supervisor Menetrey recused himself from this item because he has an interest in property on Leonard Road and exited the Chambers.

Mike Healy gave the staff report. No public input.

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

10:42 AM Supervisor Menetrey returned to the Chambers.

4. **Public Works RES-2021-303**

Purchase a Permanent Easement from the Mariposa United Methodist Church, Assessor's Parcel Number 013-183-0150 for Purposes of Public Parking in the Amount of $3,900, Including All Associated Fees; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Documents Necessary for This Transaction (Subject to Approval as to Legal Form by County Counsel)

Mike Healy gave the staff report. No public input.

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

5. **Public Works RES-2021-304**

Purchase Assessor's Parcel Number 013-184-0100 Located Within the Vehicle Parking District for the Purchase Price of $58,806; Find This Action Exempt from Environmental Review; and Authorize the Board of Supervisors Chair to Sign the Notice of Exemption and the Purchase Agreement

Chair Long noted that agenda page 295 was scanned into the item in error; and noted that page 263 mentions that the resolution of intention was to sell the parcel when it should state that it is to purchase.

Mike Healy gave the staff report. No public input.

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

6. **Public Works RES-2021-305**

Declare the Mariposa County High School Class of 2021 Graduation Car Procession through the Town of Mariposa on June 1, 2021 as a County Sponsored Event; Authorize the Director of Public Works and Transportation to Submit the Caltrans Standard Encroachment Permit Application; and Waive Any County Encroachment Permit Fees

Mike Healy gave the staff report after extending thanks to County Counsel for assistance on this item. No public input.

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

7. **Administration/Community Development RES-2021-306**

Adopt a Resolution Approving Submission of a Grant Application to Fund a Childcare Feasibility Study; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Pertaining to This Grant (Subject to County Counsel Approval as to Legal Form)

Dallin Kimble introduced Tara Schiff who gave a PowerPoint staff report. Board

discussion ensued. No public input.

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

K. Items removed from Consent Agenda

None.

L. Recess 11:15 AM

1. **Board of Supervisors (ID # 11676)**

Attend the 11:30 AM Public Ground Breaking Ceremony for the Creekside Terrace Project at 5118 Fournier Road, in Mariposa, California. NOTE: No County Business Will be Conducted During the Ceremony (Board Chair)

11:07 AM Chair Long recessed the meeting to attend the groundbreaking ceremony.

RESULT: **OFFSITE CEREMONY**

M. 2:00 PM Reconvened

1. **Administration (ID # 11821)**

Discussion and Direction Regarding Employee Allocations Trends, Metrics, Cost, and Recommendations

Dallin Kimble noted that allocation tracking is a joint effort between County Administration and the Auditor's Office, and introduced Leigh Westerlund/Assistant County Administrative Officer who gave a PowerPoint presentation and noted that while we can track allocations, it is not clear how many people are employed. Board discussion ensued. During public comment, Keith Williams/Treasurer - Tax Collector - County Clerk discussed the amount of work still needed on their end for Form 700s despite the new system. Board discussion ensued regarding the allocation list and investigating centralization of purchasing. Supervisor Menetrey expressed concern that centralization of purchasing does not prevent departments from procuring the things they want.

DIRECTION:
The County Administrative Officer is given permission to investigate what might be involved in bringing purchasing together for frequently purchased goods and services.

RESULT: **INFORMATION RECEIVED**

2. **Administration (ID # 11826)**

Discussion and Direction Regarding Enterprise Resource Planning (ERP) Implementation and Employee Adoption County-Wide

Leigh Westerlund gave the staff report. Board discussion ensued. No public comment. Discussion ensued between Supervisor Smallcombe and Luis Mercado/Auditor about the Megabyte system and how it will interface with the ERP. Mr. Mercado advised that he did not expect the parcel information or the customer level details to be migrated into the ERP. Supervisors Smallcombe and Menetrey spoke of their support for the implementation of the ERP. Public comment reopened. No public comment.

RESULT: PRESENTATION MADE

3. **Administration (ID # 11844)**

Discussion and Direction Regarding Building Department Leadership

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/1/2021 9:00 AM

N. Closed Session

1. **Board of Supervisors (ID # 11631)**

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

No public input.

RESULT: CLOSED SESSION HELD

Recessed

3:53 PM Chair Long moved the meeting into Closed Session.

Reconvene and Report Out

5:03 PM Chair Long Reconvened the Board of Supervisors meeting and reported that Information was Received during the Closed Session.

O. Board Information

The Board concurred with skipping this section today.

P. Adjournment

5:03 PM Chair Long adjourned the meeting in memory of David Moore, Clifford Wass, Fred Lee Dutton, and Christy Mathis.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-289

MEETING: May 25, 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 2021-290

MEETING: May 25, 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# 11717

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-291

MEETING: May 25, 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# 11725

MARIPOSA COUNTY

Administration/Community Development · 966-3222

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Nina Avina-Rhodes Application for Alternate Citizen to CSEDD

RECOMMENDATION AND JUSTIFICATION:
Appoint Nina Avina-Rhodes to the Central Sierra Economic Development District (CSEDD) as the Mariposa County Citizen Alternate Member.

The applicant has extensive experience in serving on economic development boards.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On October 25, 2011, the Mariposa County Board of Supervisors accepted membership in the Central Sierra Economic Development District (CSEDD).

The Citizen Member will have one vote on the committee. In the absence of the Citizen Member, the Citizen Member Alternate will have one vote on the committee. Currently there is one vacancy on this committee.

The CSEDD is comprised of the counties of Alpine, Amador, Calaveras, Tuolumne and Mariposa, along with the cities of Angels Camp and Sonora.

CSEDD will manage and direct the CEDS for the five-county region. The significance of the Comprehensive Economic Development Strategy (CEDS) is to identify economic development projects/needs and create jobs in the Central Sierra Region and its sphere of influence. Projects identified in the CEDS would be eligible for potential grant funding.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not eligible to participate in CEDS document to be submitted to the U.S. Department of Commerce/Economic Development Administration.

FINANCIAL IMPACT:
None

ATTACHMENTS:
alternate application_Redacted (PDF)
notice of vacancy CSEDD (PDF)

Agenda Item - No Resolution Requested 2021-61

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

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:
CSEDD-alternate citizen

Supervisorial District in which you Reside: 2

Length of Residency in the County: about 1 year

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:
Nina

Last Name:
Avina-Rhodes

Mailing Address:
[redacted]

Email Address:
[redacted]

Are you Over 18 Years of Age:
yes

Employment Status: Retired

Employer's Name:
(retired) The Johns Hopkins University Center for Talented Youth

Employer's Address:
Baltimore, Maryland

Day Telephone Number:

Cell Phone Number:
[redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
I have experience which could benefit and serve the community; plus, we have always been active in community affairs no matter where we lived.

Please list prior/current appointments to other Boards/Commissions/Committees:
In the past I generally ran committees associate with my employment: Title III Program Director (E AL Services for the Elderly); Abuse Prevention Director (Tallapoosa Co.AL); Executive Director (W AZ Health Ed Center); Division Director (Center for Emp & Training)

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: alternate application_Redacted (2021-61 : Approve Nina Avina-Rhodes Application for Alternate Citizen to CSEDD)

List any information regarding experience, training and/or education that you feel qualifies you for this position:

In addition to the above: served as foreign advisor to the Board of Directors of GARCO 10, known in the West as May 10 Company; they are headquarted in Hanoi and have 18 in country manufacturing centers-they are NOT a sweat shop, they were founded during WWII under the principles of Buddhism.

I served as a United States State Department Fulbright Educational Specialist in Hanoi and interfaced regularily with American and European Union embassy staff. While in Hanoi we belonged to the Vietnamese-American Friendship Association and the Vietnam-United States Chamber of Commerce.

As The Johns Hopkins University Center for Talented Youth Outreach Coordinator, I ran multiple city, state, regional committees.

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?**
yes	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: 2-13-2021 Signature: Nina Avina-Rhodes

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: alternate application_Redacted (2021-61 : Approve Nina Avina-Rhodes Application for Alternate Citizen to CSEDD)

NOTICE OF VACANCY

on

Central Sierra Economic Development District(CSEDD)

Current Vacancy:

One (1) Alternate Citizen Member

The County of Mariposa has entered into a Joint Powers Agreement with Alpine County, Amador County, Calaveras County, Tuolumne County, Amador City, City of Angels, City of Lone, City of Jackson, City of Plymouth, City of Sonora and the City of Sutter Creek to engage in regional economic development planning and to participate in federal programs relating to economic development.

There is currently one (1) vacancy for an alternate citizen member to the Central Sierra Economic Development District (CSEDD) to be filled by appointment of the Mariposa County Board of Supervisors. Terms of office of the position is at the pleasure of the Mariposa County Board of Supervisors.

Qualifications:

1. Must be a registered California voter;
2. Must:
    a. Reside within the district and either own real property in the district or, alternatively, have served, pursuant to the district's rules, for two years or more as an associate director providing advisory or other assistance to the board of directors, or
    b. Be a designated agent of a resident landowner within the district.

To apply:

Individuals interested in serving on the Central Sierra Economic Development District Board of Directors can submit an application to the Clerk of the Board, Post Office Box 784, Mariposa, California 95338 or contact your Supervisor.

Posted:
5/12/2021 - https://www.mariposacounty.org/119/Committees-Commissions

cc: Central Sierra Economic Development District

Attachment: notice of vacancy CSEDD (2021-61 : Approve Nina Avina-Rhodes Application for Alternate Citizen to CSEDD)

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2021-292

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Wayne Forsythe, District IV Supervisor

RE: Approve a Letter of Support for the Proposed Solution to AB 1066

RECOMMENDATION AND JUSTIFICATION:
Approve a Letter of Support for the proposed solution to AB 1066 by the California Sheep and Goat Producers; and Authorize the Board of Supervisors Chair to Sign the Letter.

The proposed solution will adopt administrative relief in accordance with a 2015 U.S. Department of Labor action which set the estimated hours worked by sheepherders at 48 hours, even though they are available on a continuous basis. Multiple federal courts have upheld this interpretation as both reasonable and supported by available evidence.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Individual Board members may write their own letters of support which may not carry the weight of a letter from the entire Board.

ATTACHMENTS:
AB Letter (PDF)
Letter from the Farm Bureau - 5-17-2021 (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# 11839

May 25, 2021

Honorable Gavin Newsom
Senator Anna Caballero
State Capitol, Room 5052
Sacramento, CA 95814

Dear Governor:

The production of sheep and wool are important to the economy of California with the state's wool production ranking #1 and sheep inventory ranking #2 in the United States, and more than 3,500 family farms raising sheep and goats throughout California.

Sheep and goat production is uniquely nomadic requiring a mobile and skilled workforce of herders to care for and manage movement of flocks whether located in distant areas grazing agricultural land or serving as four-legged fire fighters in our forests and wildland-urban interface by reducing fire fuel vegetation.

Sheep and goat grazing aligns with Governor Newsom's Climate Change Executive Order (N-82-20) as a wildfire prevention tool which produces a net benefit in carbon sequestration and air quality, and is especially suited to enhance carbon neutrality in situations of rural-urban interface.

The economic and environmental benefits this industry provides California is in jeopardy because of the unintended consequences brought on by a newly adopted California law in 2016 (AB 1066) which affects overtime pay requirements of the agricultural sector, and which will increase sheep and goat herder pay by an economically unsustainable 50 percent.

Prior to adoption of this law, California herders were already the highest paid in the nation and paid as much as 80 percent more than herders in some other states.

In 2015 the federal Department of Labor determined that herder work hours cannot be tracked because of the remoteness of their work, and that 48 hours of work per week was a reasonable estimate, and further, federal courts have upheld this determination as both reasonable and well supported by available evidence.

Mariposa County Board of Supervisors strongly urges you to use your administrative authority to adopt the federal weekly hours work standard for herders in California, to which overtime pay would apply as currently required in California statutes.

Sincerely,

Marshall Long,
Mariposa County Board Chair

Attachment: AB Letter (RES-2021-292 : Approve a Letter of Support for the Proposed Solution to AB 1066)

Mariposa County Farm Bureau

May 10, 2020

RECEIVED
MAY 17 2021
BOARD OF SUPERVISORS

Mariposa County Board of Supervisors
Government Center
5100 Bullion St.
Mariposa, CA 95338

Re: AB- 1066

Dear Mariposa County Board of Supervisors,

The Mariposa County Farm Bureau Board of Directors strongly supports the proposed solution to AB – 1066 by the California sheep and goat producers.

The proposed solution is as follows: Adopt administrative relief in accordance with a 2015 U.S. Department of Labor action which set the estimated hours worked by sheepherders at 48 hours, even though they are available on a continuous basis. Multiple federal courts have upheld this interpretation as both reasonable and supported by available evidence.

In summary, the 48 hour standard would narrow the extreme monthly compensation gap for sheepherders created by AB 1066 as compared to the compensation established by the California Industrial Welfare Commission (IWC).

In addition, by crediting sheep producers with a portion of the expenses incurred in provided meals to sheepherders, the remaining gap with IWC compensation would be eliminated. NOTE: The Obama Administration established the meal value at $400 per month.

A combination of the foregoing will bring the level of sheepherder compensation back into reality and give producers a fighting chance to stop the downward economic spiral which has brought into sharp focus the future viability of the industry in California.

Thank you in advance for your support in this critical agricultural matter.

Respectfully,

Danette Toso

Danette Toso
Executive Director
Mariposa County Farm Bureau

P. O. Box 715 Mariposa, CA 95338 (209) 742-5875 ~ mcfarmbureau@sti.net

Directors – Kelly Williams President, Elnora George 1st Vice President/ Corporate Secretary/Treasurer, Carla Kelly 2nd Vice President, Abel Lopez, Sonny Palmer Jr., James Palmer, Trevor Smith, Danette Toso, Tony Toso

Attachment: Letter from the Farm Bureau - 5-17-2021 (RES-2021-292 : Approve a Letter of Support for the Proposed Solution to AB 1066)

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

May 4, 2021

A. 9:01 AM Called to Order and Roll Call

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

Shannon Gadd/Health and Human Services Agency Director introduced Julianne Sims, the new Division Director for Human Services.

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

No public input.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-236**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-237**

Minutes Acceptance: Minutes of May 4, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

CA3. **Sheriff's Office RES-2021-238**

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

CA4. **Sheriff's Office RES-2021-239**

Resolution Continuing the Local Emergency Due to the 2021 Mono Wind Event

CA5. **Sheriff's Office RES-2021-240**

Resolution Continuing the Local Emergency Due to the 2021 Meteorological "Atmospheric River" Event

CA6. Item Withdrawn

CA7. **Child Support Services RES-2021-241**

Approve a Plan of Cooperation Between Mariposa County Department of Child Support Services and California State Department of Child Support Services; and Authorize the Director of Child Support Services to Sign the Plan

CA8. Item Withdrawn

CA9. **Planning 2021-49**

Appoint Erica Wolfsen as a Voting Member Representing the Practicing Artists and Creator Category to the Creative Placemaking Strategy Advisory Committee (CPSAC) for a Term to Expire February 29, 2024

CA10. **Public Works RES-2021-242**

Approve an Emergency Use Agreement with CalFIRE for Airport Facility Use for Post Fire Emergency Hose Washing Activity When Available at a Rate of $200.00 Per Day; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Board Recognitions

1. **HHS/Community Services 2021-50**

Proclaim the Month of May, 2021 as "Older Americans Month" and Recognize the Significance of This Year's Theme, "Communities of Strength"

Shannon Gadd introduced Terri Peresan/Deputy Director of Adult and Aging Programs who gave the staff report.

Chair Long presented the proclamation to Terri Peresan and Lydia Arre.

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

Minutes Acceptance: Minutes of May 4, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

2. **Health and Human Services 2021-51**

Proclaim the Month of May, 2021 as "Foster Care Month"

Katie Baker/Health and Human Services gave the staff report. No public input. Chair Long presented the proclamation to Ms. Baker.

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

3. **Health and Human Services 2021-52**

Proclaim the Month of May, 2021 as "Nurses Month" and the Week of May 6-12, 2021 as "Nurses Week"

Kristina Allen/HHSA Deputy Director of Public Health gave the staff report and introduced staff from Mariposa County and John C. Fremont Healthcare District (JCFHD.) During public comment, the recognition was urged by Shannon Gadd, Matthew Matthiessen/JCFHD CEO, Jeremy Briese/Sheriff - Coroner - Public Administrator, and Terri Peresan. Board discussion ensued.

Chair Long presented the proclamation to Dr. Allen and the assembled nursing staff.

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

4. **Board of Supervisors 2021-53**

Proclaim May 5Th, 2021 as "Hand Hygiene Day" (Board Chair)

Therese Williams/JCFHD PIO and Tiffany Van De Wall/JCF Infectious Diseases Prevention Specialist gave the report. No public comment.

Chair Long presented the Proclamation to Ms. Van De Wall.

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

F. Departmental Presentation

Kristina Allen/Health and Human Services Agency Deputy Director of Public Health advised that they will be holding a Pfizer vaccination clinic on Thursday from 4:30 to 6:00 PM at the Fairgrounds; and that they will be back there again on Saturday from 9:00 AM to 4:00 PM with the Moderna vaccine only. Dr. Allen also noted that the County is still in the Orange Tier; and that, while our case rate would allow us to go into the yellow Tier, our vaccination rate will not. Dr. Allen advised that our vaccination rate is 50.3%, but that we need to be within 5% of the State's

Minutes Acceptance: Minutes of May 4, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

vaccination rate which is 60.9%. She also noted that all of the clinics are live on myturn.ca.gov; and advised that they will only be at the Fairgrounds through the month of June and then will be holding smaller clinics throughout the County instead of the mass vaccination clinics. Board discussion ensued regarding the state target rate, clinic in the north county, whether they are considering reaching out to churches who may be trying to reopen, and vaccine approval for children 12 years of age and older.

Tara Schiff/Economic Development Specialist advised that May 2nd through 8th is Small Business Appreciation Week, with the month of May being Small Business Appreciation Month, and noted that we need to remind ourselves how vital small businesses are to our county; and encouraged everyone to support our local businesses.

Jeremy Briese/Sheriff - Coroner - Public Administrator reported that there were a lot of calls for service this weekend but nothing crazy. He extended kudos to the Search and Rescue staff for their efforts locating an elderly person who headed out for an appointment but didn't return; and he also noted that this is National Correction Officers week and discussed the efforts and professionalism of his jail staff.

John Morgan/CAL FIRE - County Fire Chief noted that tomorrow is his last day on the job and that he will be starting a new position within the California Fire Marshal's Office. He also noted that burning restrictions are in place as of May 1st; and advised everyone to call the burn line daily to get updated burn restrictions. Chief Morgan also advised that the Mariposa County Fire Advisory Committee (MCFAC) has an update and has issued a couple of letters of support for entities going for grants; and advised that an official update from Chief Ward and MCFAC will be coming soon. The Board extended thanks to Chief Morgan for his efforts through the years, and wished him well in his new role.

Mike Healy/Public Works Director extended thanks and well wishes to Chief Morgan. Mr. Healy also noted that survey work is happening downtown and cautioned that, while the actual construction will be at night, drivers need to be aware and watchful; and noted the same admonition for the Darrah Road Bridge. Mr. Healy also noted that the Parks and Rec Summer Registrations opened yesterday online and in person. He noted that those without internet capability can register at the Parks and Rec Office.

Dallin Kimble/County Administrative Officer also extended thanks and well wishes to Chief Morgan; and noted utilizing the online registration to sign his kids up for swimming lessons. Mr. Kimble also reported that the California Public Utilities Commission (CPUC) has their meeting this Thursday from 10:00 AM to Noon, where they will talk about the Rule 20A credits and the possible allowance of the transfers. He also noted being approached by Senator Feinstein's and Assemblymember Bigelow's offices, both looking for projects in Mariposa County with a covid-nexus that they may be able to fund; and advised that both need to know tomorrow. He noted that while they did not explicitly discuss amount, we are probably looking at half a million to 1.5 million dollars. Mr. Kimble noted that we have a list of some options that we're thinking of submitting and advised of the following: spending a lot of money on I.T. and broadband; a County safety study; roads that need some attention; making sure that all of our libraries have a broadband connection; and a back-up energy project. He noted that submitting a project is not a guarantee of receiving anything as we'll be competing with the rest of California. Mr. Kimble noted that Board or public members with preferences or particular interests should let him know as he will be working with Richard Harmon, from Townsend Associates, on that. Mr. Kimble also

Minutes Acceptance: Minutes of May 4, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

noted that a discussion will be coming having to do with our various broadband or internet options in the county; and noted that we have a lot of options because there is a lot of funding right now but that we want to be strategic, yet act quickly. He also noted that the Energy Pilot Savings Project has started, which included a 3 million dollar E.C.A. loan. Mr. Kimble noted that the meeting on the E.C.A. loan will be on May 12th, so we'll need to get some noticing out in the next week or two so that we can move on that. Supervisor Smallcombe noted the many funding streams and inquired if we were talking to the School District and the Hospital District since each of them is eligible for specific pots of money. Mr. Kimble noted that he has had a brief conversation with the School District, and the desire would be to look at it holistically and strategically. He also noted that he has been told by a vendor that they are not interested in an RFP that only addressed pieces of infrastructure. Supervisor Menetrey reminded that appropriations in the 2019 budget for an ambulance bay for Wawona were appropriated for COVID; and noted that getting that funding back would be appreciated. Supervisor Menetrey also reminded that the comment period for the State Forestry Board is through June 22nd, noting that we really need to address that, along with RCRC and CSAC. Mr. Kimble noted that the Board will probably see that at the May 18th meeting, when they can revise or make changes. Supervisor Sweeney noted that our roads could certainly use some help. Supervisor Smallcombe referenced Supervisor Menetrey's remarks and asked that it be made very public that the Board intends to talk about it, whether in a Board meeting or elsewhere. She noted that she has a few constituents who have spent a lot of time with the regulations, and we might benefit from that time. Supervisor Long noted that roads and bridges are important; and noted that George Radanovich, a former Congressman, was able to get some earmarks for Mariposa County before going out of office and those were extremely beneficial.

G. Public Comment on Non-Agenda Items

Gary Friesen spoke regarding an issue with a mobile airport hangar that he has been trying to get placed at the airport. He noted his efforts to get a space for the hangar, including a determination by the Airport Advisory Commission that Spot 46 is available. He recounted that he purchased the hangar on July 22nd and that he had noted, in response to an inquiry from Public Works, that he was ready to move. Mr. Friesen noted on February 25th, he received an email from Public Works that said he could move the hangar the next day, but that he needed to contact the Building Department first to check for, and arrange, any necessary permits. He advised that he ended up calling John Cahalin who let him park the hangar on Mr. Cahalin's property. Mr. Friesen noted that it has now been over two month and Mr. Cahalin is wondering how much longer the hangar will be there. Mr. Friesen noted receiving three versions of the lease agreement; and discussed rates from various years, as well as square footages. He noted that his hangar is 710 square feet; stated that he was assured that he would be charged for 912 square feet; and noted later receiving an email from the Public Works Director charging for 1,000 square feet.

Mike Healy noted that Mr. Friesen wants to rent by the square foot; and advised that, although the Board passed new rates in February 2019, there is a problem with the legislative application of the consumer price index (CPI) because the motion was unclear which is causing problems. Mr. Healy noted that Mr. Friesen has also requested that County Counsel review everything which has also caused a delay. Mr. Healy noted that the airport does have spaces for rent; advised that the Airport Advisory Commission (AAC) has discussed hangar projects; and stated that he does

Minutes Acceptance: Minutes of May 4, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

not recall telling Mr. Friesen that there were no available spaces for rent. Mr. Healy also noted that he asked Mr. Friesen to check with the Building Department because he was not going to blindly let someone build without checking with them; and advised that Mr. Friesen showed up at the airport gate without insurance, and Mr. Healy worked with John Cahalin to get the unit stored there.

Recess Board of Supervisors

10:37 AM Chair Long recessed the Board of Supervisors meeting followed by the Clerk of the Board reading the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

10:37 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all commissioners present.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2021-15**

Appoint Amanda Meek as the Social Service Provider for Limited Means Representative for a Three (3) Year Term Ending April 27, 2024; and Appoint Kelly Taute as the Local Consolidated Transportation Service Agency Representative for a Two (2) Year Term Ending April 27, 2023, to the Social Services Transportation Advisory Council (SSTAC)

Mike Healy/LTC Executive Officer 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

Adjourn LTC

10:41 AM Chair Long adjourned the LTC meeting.

Reconvened as Board of Supervisors

10:41 AM Chair Long reconvened the Board of Supervisors meeting then recessed for a brief break. The meeting reconvened at 10:47 AM.

I. Regular Agenda Items

1. **Fire RES-2021-243**

Adopt a Resolution Authorizing the Mariposa County Fire Chief to Submit an Application for the California Climate Investments (CCI) Fire

Minutes Acceptance: Minutes of May 4, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Prevention Grant through Cal Fire for Purchase and Maintenance of Equipment; and Authorize the Board of Supervisors Chair to Sign Any Agreements or Documents Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel)

John Morgan/Chief CAL FIRE - County Fire gave the staff report. No public input.

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

2. **Health and Human Services** **RES-2021-244**

Receive a Presentation Regarding the Final Update to the 2015 Mariposa County Strategic Plan to Address Homelessness; and Adopt the 2021 Mariposa County Strategic Plan to Address Homelessness Update

Shannon Gadd gave a PowerPoint presentation. No public input.

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

J. Items removed from Consent Agenda

CA6. **Administration** **(ID # 11671)**

WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services Extending Term through December 2021 with Wayne Green, Neal Douglass, and Eugene Action in an Amount Not to Exceed $63,360 Each or a Total of $190,080; and Authorize the Board of Supervisors Chair to Sign the Amendments

RESULT: **WITHDRAWN**

CA8. **Health and Human Services** **(ID # 11665)**

WITHDRAWN - Approve the First Amendment to Agreement with Scott's Cleaning Service to Provide Emergency Cleaning Services to the County of Mariposa, Increasing the Amount by $50,000 for a New Amount Not to Exceed $90,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

RESULT: **WITHDRAWN**

K. 11:00 AM Closed Session

1. **Board of Supervisors** **(ID # 11543)**

Minutes Acceptance: Minutes of May 4, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

No public comment.

RESULT: CLOSED SESSION HELD

Recess

11:04 AM Chair Long moved the meeting into Closed Session.

L. 2:00 PM Reconvene

2:00 PM Chair Long reconvened the Board of Supervisors meeting.

Report Out

Chair Long reported that Information was Received during the Closed Session.

1. **Treasurer-Tax Collector-County ClerkRES-2021-245**

Receive and Consider Request of Aramark -- Yosemite Hospitality LLC to Waive Penalties; Receive Information and Make Determination Whether Good Cause Exists to Waive Penalties Under Mariposa County Code 3.36.080 and 3.36.090; and Direct Staff to Return with Formal Resolution Memorializing the Board's Finding and Determination

Keith Williams/Treasurer - Tax Collector - County Clerk gave the staff report, noting that the staff report erroneously notes amounts of underreported and underpaid taxes, together with penalties, through March 5, 2021 but that it is actually through December 31, 2020.

Marty Dakessian/Dakessian Law attorneys for Aramark noted that Mr. Williams accurately recounted the issue; advised that Aramark has had a clean filing history since it took over operation of the area's facilities in 2016. Mr. Dakessian advised that in this situation, there was a computer glitch in January, 2017, which caused the accounts to be coded to a separate account and mis-assigned to the wrong category. Mr. Dakessian noted that it did not come to Aramark's attention until sometime in July of 2020 and precipitated an audit of the account where the issue was discovered and corrected. Mr. Dakessian noted that Aramark came forward with the issue as soon as possible, and then requested that the Board waive the penalties pursuant to County Code. Mr. Dakessian noted that the standard is reasonable cause; advised that what constitutes reasonable cause is not defined in the County Code but noted that Aramark has a good filing history; referred to the Internal Revenue Service's First Time Penalty Abatement program; advised that treasury regulations exist to allow for the waiver of an isolated computational or transcriptional error; and noted that Aramark took corrective action and notified the County as soon as they could get the facts straight. Mr. Dakessian concluded by saying that the penalty system is probably there to deter people who are bad actors or repeat offenders to punish conduct and that his client does not think that applies in this instance; and requested abatement of the penalties.

Supervisor Smallcombe required clarification regarding when the County Clerk was notified subsequent to the July 2020 discovery of the error. Mr. Dakessian

Minutes Acceptance: Minutes of May 4, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

advised that Aramark corrected the issue in the system in July 2020 and notified the County in December 2020; and noted that they came forward and reported something that the County otherwise would not have discovered.

Supervisor Forsythe referenced Mr. Dakessian's statement regarding correcting the issue and inquired if that means in the books, or if it means paying the 1.5 million dollars recognized as being owed. Mr. Dakessian responded that it meant corrected in the books, and that they are waiting for an assessment to write the check. In response to Supervisor Forsythe's inquiry, Mr. Dakessian affirmed that the taxes that were due were not paid. In response to Supervisor Forsythe's inquiry as to whether the IRS would have allowed that, Mr. Dakessian offered that it took some time to identify with accuracy; restated that they came forward in December to notify about the issue; and stated that he didn't think that Supervisor Forsythe's IRS comparison was a fair characterization.

Supervisor Menetrey inquired why the amount due was not remitted as soon as it was determined to be underpaid and, then, followed by this request. Mr. Dakessian responded that, typically, the County sends an assessment first. Supervisor Menetrey questioned the remark regarding Aramark not paying the bill because they hadn't gotten a bill from the County. Mr. Dakessian advised that they need a bill to pay it; and reiterated that Aramark discovered the issue and reported it.

Supervisor Long noted that, in mirroring the IRS, he recalls having to pay taxes first before discussing penalties, and noted that the right thing to do is pay the back taxes then discuss interest later. Supervisor Long also noted that he has never heard of any business needing to get a bill from the County to pay these taxes and requested clarification from the Tax Collector. Keith Williams advised that the only time his office sends out a notice of anything due is when they are demanding payment and that, in all other circumstances, it is the operators who do it. Mr. Williams also noted that when they have an amended return, which is what this is, they get a spreadsheet. Mr. Williams noted that, normally, they receive returns for each month; and advised that he did not send a demand letter because he only does so when they are going through a collection action. Supervisor Long inquired if there have been other instances where an operator who know they owe money, withholds payment until receiving a bill. Mr. Williams responded only in a collection action because the normal practice is to file an amended return when it is found that additional money is owed.

Steven Rauser/Aramark attorney stated that the fact that Aramark contacted the Tax Collector in December 2020 needs to be taken into consideration when considering the lack of a bill. He reiterated that Aramark contacted the Tax Collector in December 2020, and have been in contact with the Tax Collector since then trying to get a finite answer regarding the penalties; and noted that the reasons we're into the month of May is because Mr. Williams told them that he was not in a position to abate the penalties and that they had to come before the Board to plead their case. Mr. Rauser suggested that because of that, the timeframe from December to this point is arguing de minimis, and the fact that it has not been paid because they have been attempting to resolve this issue should be taken into consideration.

Supervisor Menetrey inquired if there was agreement between all parties that the base tax owed is the approximate 1.548 million dollars. Mr. Rauser affirmed. Supervisor Menetrey referenced the portion of the letter from Dakessian Law that states that Aramark is prepared to pay the taxes due within days if the Board of Supervisors grants a waiver of the penalties and interest, and inquired why that tax wasn't paid in advance of this decision. Mr. Rauser responded that it goes back to the statute of limitations, which Aramark believes is three years because of a provision in

Minutes Acceptance: Minutes of May 4, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

county code that notes that the tax collector cannot make an assessment or require records be kept longer than 3 years. Discussion ensued between Supervisor Menetrey and Mr. Rauser regarding the effects of a three-year statute of limitations given the monthly filing periods. Mr. Rauser noted that, in lieu of figuring out what the tax is plus penalties and dropping what is outside the statute, Aramark is proposing to pay the 1.5 million dollars, which is the tax for the entire period, if they can get the penalty abated. Supervisor Menetrey remarked that they discovered all of this in July of 2020, notified the County five months later in December, and now have reached that statute of limitations point in time, and now are saying that if the Board does not waive the penalties that they are not going to pay. Mr. Rauser reiterated that Aramark is fully prepared to pay the 1.5 million dollars because there's a reasonable exception in this case, but because the penalties are such a large amount, Aramark would like to invoke its right to minimize the penalties. Mr. Rauser noted that if they cannot get the penalties abated as reasonable cause, they feel that they can invoke their right to have the penalties waived.

Public comment opened. Sonia Gates/Aramark Corporation Tax Director received permission to speak from Mr. Dakessian and advised that when they realized that there was an error in their system in July 2020, it took months to figure out where it started. Ms. Gates noted that even after contacting Mr. Williams, they were going back and forth saying here are our numbers and asking if he was comfortable with them. Ms. Gates advised that, at that point, she didn't think that they had the ability to pay and, in fact, felt that they were still working as a team to determine amounts due including interest, penalties, and tax; otherwise, she would have made payment. Ms. Gates also noted that, in addition, some of the tax erroneously went to the State of California. Public comment closed.

Supervisor Long requested that County Counsel clarify the statute of limitations. Steven W. Dahlem/County Counsel noted that the only statute of limitations that he is aware of regarding transient occupancy taxes is Revenue and Taxations Code section 7283.51, which is a four year statute of limitations from the date on which the transient occupancy taxes were required to be paid. County Counsel further noted that if the County was to initiate litigation, it would be bound by this statute of limitations, but that there would certainly be arguments of when the County knew or should have known.

Supervisor Menetrey advised that he appreciates Ms. Gates' comment about the confusion, but remarked that everyone knew that the tax was due in December, and it has continued to incur interest since. He also noted his concern with the letter seeming to suggest that Aramark will not pay if the Board does not agree to waive the penalties.

Supervisor Smallcombe advised that she, too, is troubled by the fact that despite the identification of the accounting glitch, there have been no funds proffered to address the underpayment. She discussed her background as a licensed customhouse broker and noted that if they were in a situation where there was a question of improper fee payments, it was incumbent on them to deliver a good faith estimate of the duties that were payable and then negotiate with the customs service. She stated that she realizes that we are talking about separate regulatory bodies but she feels that, at a minimum, she would have gone in and reported it, remitted a certain amount while negotiating the final amount. Supervisor Smallcombe also referenced the comment about three years for record retention but noted that is not necessarily the same as the statute of limitations. Mr. Rauser responded that he was making an analogy with records retention because there is nothing in the ordinance regarding

Minutes Acceptance: Minutes of May 4, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

statute of limitations for the transient occupancy tax and, to him, records retention is analogous to a statute of limitations. Mr. Rauser also remarked that he believes there is also a general state statute. Mr. Dakessian remarked that he feels that the discussion of statute of limitations is secondary. Mr. Dakessian also noted that he wished to clarify that there was not a sitting on funds type of situation; and remarked that he does not want to take a situation where a taxpayer with a clean filing history, undertakes its actions in good faith, reports a computer error three years after the fact, and is now showing reasonable cause for abatement.

In response to Supervisor Sweeney's inquiry, Ms. Gates advised that their system was corrected at the beginning of August, and that the proper taxes are now being collected and remitted.

Supervisor Smallcombe noted that, with the Customs Service, they needed to keep the records as long as they were needed. Mr. Dakessian noted that was done in this instance, but that what Mr. Rauser was referencing was the lack of an explicit code. Mr. Dakessian also stated that they went back to January 2017 and have been in discussions with Mr. Williams. In response to Supervisor Smallcombe's inquiry, Ms. Gates noted that she did not know if there was anything in GASBE that would govern this situation, and requested an explanation of how Supervisor Smallcombe would have analyzed the accounting standards. Supervisor Smallcombe responded that her point is that there is a legal framework that touches upon things like statutes of limitations and, similarly, there are best practices that apply to things like audits in a company and outside auditing firms. Supervisor Smallcombe noted that, in this instance, there are a series of transactions that were applied in a computer system; and offered that, in her past, they would have sat down with their attorneys and auditors to try to figure out where they deviated from legal and accounting practices. Ms. Gates advised that when the issue was identified, they set up a reserve but that Aramark has thousands of accounts. Ms. Gates also noted that Aramark remits a lot of money to Mariposa, and that the amount missed was small by comparison.

Supervisor Menetrey noted that everyone is still agreed there is an amount due; and he voiced his concern regarding the verbiage in the letter that implies that the only way the principle due will be paid is if the County waives the penalties and interest. Mr. Dakessian advised that this is not the case; and that they will make the payment. Supervisor Menetrey and Mr. Dakessian further discussed the letter and its implications. Mr. Dakessian noted that was not a conditional statement but, rather, was meant to indicate that they are prepared to remit payment within days; and assured that he is here today indicating that they will make payment. Supervisor Menetrey noted his thanks for the assurances, and remarked that the other thing the Board needs to consider is the potential precedent that might be set with their decision. He continued noting that there have been other requests before this Board to forgive penalties and interest which were denied; and noted that the precedent that is set with this decision today will carry forward; and advised that he is not sure that he wants to do that.

Supervisor Long noted that concerns that as being the reason for his earlier question to County Counsel and inquired if the four year statute of limitations is from the date the error was discovered. County Counsel noted that it would be four years from the date the payment is due; and advised that it is not included in County Code because it is State law. Keith Williams clarified that the information which they provided was that the error started in January 2017, with that first payment being due in February. Mr. Williams also noted that by his count, that would take us to February 2021, so just four months. Supervisor Long noted that his suggestion is to

Minutes Acceptance: Minutes of May 4, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

follow the advice of County Counsel and the calculations of the Tax Collector as the Board cannot break the law and won't be setting a precedent.

Board discussion ensued regarding how the penalties will be calculated, and utilizing which dates.

Supervisor Menetrey moved that the Board deny the request to waive the fees and penalties, and that they allow the Tax Collector to figure out what is owed. The motion was seconded by Supervisor Forsythe.

Supervisor Sweeney discussed the applicability of the waiver because there's no malfeasance, and inquired if any codes or statutes apply. County Counsel noted that the County Code is on the item before the Board, and the ability to consider the waiver has to be done on the finding of good cause which is the determination of this Board.

Having a motion and second on the floor, Chair Long called the vote.

Supervisor Smallcombe remarked that the major consideration for her was that she does not see evidence of good faith to negotiate in the beginning and, had that occurred, there might have been a different conclusion.

ACTION:
Finding insufficient cause, the Board denied the request to waive penalties and gave direction to County Counsel to initiative litigation regarding the matter in the appropriate court to toll the statute of limitations.

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Miles Menetrey, District V Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey
NAYS:	Tom Sweeney

Recess

3:00 PM Chair Long recessed the meeting to allow time for set up of the next presentation, and reconvened at 3:04 PM.

2. **Board of Supervisors (ID # 11703)**

Receive a Presentation from Nick Bissmeyer of Sierra Forestry Consulting Regarding a Potential Sawmill Project (Supervisor Long)

Nick Bissmeyer/CEO of Sierra Forestry Consulting (SFC) provided an overview of area forests and introduced Mary Velliotes gave a presentation that provided an overview of SFC, forest health, and the needs of a potential sawmill. Board discussion ensued.

During public comment, Debbie Peters discussed the history of logging in the area and noted her support of a sawmill in Mariposa.

RESULT: PRESENTATION MADE

3. **Treasurer-Tax Collector-County Clerk(ID # 11749)**

Discussion and Direction Regarding the Selection of Investment Options with Public Agency Retirement Services

Minutes Acceptance: Minutes of May 4, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Keith Williams gave the staff report noting a recommendation for the moderately conservative option. Board discussion ensued. No public input.

Direction: ***The Board concurred with the moderately conservative option.***

RESULT: DIRECTION GIVEN

4. **County Counsel (ID # 11763)**

Discussion and Direction Regarding the Proposed Skydiving and Cattle Drive Activities at the Butterfly Festival Parade Planned for July 3, 2021.

Steven W. Dahlem gave the staff report noting that the County was denied insurance for the event due to the skydiving and cattle drive, and advised that Bill Lowe has offered to eliminate both from the parade. Discussion ensued regarding the insurance limits to be sought for the parade currently conceptualized. Kimberly Vaughn/Butterfly Festival Creative Director expressed appreciation for the support of the Board. No public comment.

Direction:
County Counsel/Risk Manager is to obtain insurance for the parade at the level of 2 million dollars per occurrence, and 2 million dollars aggregate.

RESULT: DIRECTION GIVEN

5. **Public Works RES-2021-246**

Adopt a Resolution Authorizing the Director of Public Works and Transportation to Submit an Application for the California Climate Investments (CCI) Fire Prevention Grant through Cal Fire for Purchase and Maintenance of Equipment; and Authorize the Board of Supervisors Chair to Sign Any Agreements or Documents Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel)

Mike Healy gave the staff report, noting that this is similar to a grant that was approved this morning for the fire department but that the two grants are complimentary to one another. No public comment.

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

6. **County Counsel RES-2021-247**

Approve a Three Year Agreement with Knowledge Saves Lives, Inc. for Consulting and Training Services in Active Threat Scenario for All County Employees for an Amount Not to Exceed $22,780 Per Year; and Authorize the Board of Supervisor Chair to Sign the Agreement

Steven W. Dahlem gave the staff report, noting that an item will be returning to the Board at a later meeting to close facilities for these trainings. No public input.

Minutes Acceptance: Minutes of May 4, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

M. Board Information

The Board concurred with skipping this section.

N. Adjournment

4:00 PM Chair Long adjourned the meeting in memory of Cheryl Ferguson, Elinore Burns, Betty Wass, and Collin Takash.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of May 4, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-293

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with Mariposa Safe Families to Provide Child Abuse Prevention Services

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Mariposa Safe Families to provide an array of services with the goal of preventing and decreasing child abuse in an amount not to exceed $112,084; and authorize the Board of Supervisors Chair to sign the Agreement.

Mariposa Safe Families will operate the following programs through its Family Resource Center (FRC): 1) Father Engagement to provide support and mentoring for fathers in the county; 2) Community partnerships for those living in poverty; 3) Linkages, Referrals, and Advocacy for families; and 4) Periodic Child Abuse Prevention activities such as mandatory reporter training.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved an existing contract with Mariposa Safe Families on July 14, 2020 through Resolution No. 2020-404.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The funds used for this Agreement must be used for Child Abuse Prevention. If this Agreement is not approved, Mariposa County Health and Human Services may have difficulty in finding an alternative to provide effective Child Abuse Prevention activities.

FINANCIAL IMPACT:
This agreement is paid with Child Abuse Prevention, Intervention and Treatment Program (CAPIT) and Community-Based Child Abuse Prevention (CBCAP) funds. There is no impact to the County General Fund.

ATTACHMENTS:
Mariposa Safe Families (CA Prevention) Agreement 2022v2 (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# 11764

Attachment: Mariposa Safe Families (CA Prevention) Agreement 2022v2 (RES-2021-293 : Agreement with Mariposa Safe Families to Provide

AGREEMENT FOR CHILD ABUSE PREVENTION 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 Mariposa Safe Families ("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 child abuse prevention services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $112,084. Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

Attachment: Mariposa Safe Families (CA Prevention) Agreement 2022v2 (RES-2021-293 : Agreement with Mariposa Safe Families to Provide

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: Mariposa Safe Families (CA Prevention) Agreement 2022v2 (RES-2021-293 : Agreement with Mariposa Safe Families to Provide

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Mariposa Safe Families
P.O. Box 545
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0994

Attachment: Mariposa Safe Families (CA Prevention) Agreement 2022v2 (RES-2021-293 : Agreement with Mariposa Safe Families to Provide

Attachment: Mariposa Safe Families (CA Prevention) Agreement 2022v2 (RES-2021-293 : Agreement with Mariposa Safe Families to Provide

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

Attachment: Mariposa Safe Families (CA Prevention) Agreement 2022v2 (RES-2021-293 : Agreement with Mariposa Safe Families to Provide

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: Mariposa Safe Families (CA Prevention) Agreement 2022v2 (RES-2021-293 : Agreement with Mariposa Safe Families to Provide

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

Attachment: Mariposa Safe Families (CA Prevention) Agreement 2022v2 (RES-2021-293 : Agreement with Mariposa Safe Families to Provide

Attachment: Mariposa Safe Families (CA Prevention) Agreement 2022v2 (RES-2021-293 : Agreement with Mariposa Safe Families to Provide

Exhibit A
SCOPE OF WORK

Funds are provided to Mariposa Safe Families, Inc. (MSF) under this contract to provide a Family Enrichment Center (FEC) to create a welcoming place and provide quality services, activities, and opportunities that empower, strengthen, and preserve families while nurturing and enhancing each child's well-being and potential in Mariposa County. There has been a great deal of research in recent years surrounding the effectiveness of Family Enrichment Centers and their ability to help strengthen families who are at risk of abuse and neglect.

MSF will provide a variety of activities through FEC but not limited to:

1. Linkages, Referrals, and Advocacy for families to the following services:
   a. Daycare, Transportation, Mental Health Services, Substance Abuse Services, Domestic Violence Services, and Early Childhood Education and Screening.
   b. Information and Referral Services (assistance with upkeep of the 2-1-1 database).
   c. Support with Job Searches, Medi-Cal and CalFresh Applications, Food Access, Section 8 Housing Applications, and Tribal TANF Support.
   d. Link to Essential Medical and Community Services.
   e. MSF will track all linkages, referrals, and advocacy provided on a service log approved by HHSA.

2. Community Partner Program
. MSF shall continue efforts to work with the community members (individuals and families) living in poverty.
   a. Provide support and mentoring for community members struggling with basic needs.
   b. Provide and/or arrange for client transportation to and from appointments and meetings. Provide monetary support for clients' basic needs (groceries, fuel, utility bills, etc.)
   c. Track all data associated with the community partner program (client details, services provided to client, client progress) and report said data to HHSA monthly.

3. Father Engagement Program:
   MSF shall continue to implement the "All Dads Rock" Father Engagement Program.
. a. Provide support and mentoring for fathers.
   b. Provide a monthly support group led by a father mentor.
   c. Provide childcare and meal if appropriate

4. Provide annual educational events throughout Mariposa County.
   a. Provide a head count for all attendees and participants on a HHSA approved service log.
   b. MSF will have satisfaction surveys available at the educational events for attendees to complete and share copies with HHSA after the events.

5. Monthly Child Abuse Prevention activities:
   a. Provide mandated reporter training, as requested, on a quarterly basis and share copies of sign in sheets and descriptions of activities to HHSA.
   b. Provide a monthly activity that raises awareness about child abuse and neglect.

c. Provide a calendar of monthly activities, descriptions of such activities, and a one page summary on each activity, as well as sign in sheets immediately following each activity.

d. Be the lead on the Child Abuse Prevention Month activities in April, which will include, but will not be limited to, the Board of Supervisors Proclamation, Pinwheels, and the Children's Memorial Flag event on the fourth Friday of the month in April.

e. Assist in the completion of the annual OCAP report

6. MSF will serve as the Child Abuse Prevention Council (CAPC) for Mariposa and will hold monthly meetings. Agendas and Minutes will be provided to HHSA.

7. MSF will provide the following items monthly to HHSA:

a. Satisfaction surveys

b. Client intake and referral log (exact format will be provided to MSF)

c. CAPC Agendas and Minutes

d. Program Participation numbers for Father Engagement Program, Mandated Reporter Trainings, Community Partners Program and Child Abuse Prevention Activities (see attached)

The Health and Human Services Agency will:

1. Participate as much as possible at MSF events.
2. Provide a HHSA employee to serve on the CAPC Board of Directors.
3. Process invoices from MSF within 30 days of receipt of an approved invoice.
4. Complete and submit annual OCAP reports in cooperation with MSF.
5. MSF shall be given the opportunity to attend local trainings and be given any county-assigned free training slots, when available.

Pursuant to 2 CFR 180.300(c) contractor certifies that they understand suspension and debarment rules and are neither suspended nor debarred from participating in these kinds of transactions. Contractor certifies, to the best of their knowledge and belief, that they and their principals, affiliates, or any subcontractors utilized under the agreement are not:

· Debarred nor suspended from federal financial assistance programs and activities.

· Proposed for debarment.

· Declared ineligible.

· Voluntarily excluded from participation in covered transactions by any federal department or agency.

Attachment: Mariposa Safe Families (CA Prevention) Agreement 2022v2 (RES-2021-293 : Agreement with Mariposa Safe Families to Provide

Exhibit B
COST PROPOSAL

Staff Salaries/Personnel Expenses	$76,960
Trainings	$1,000
Program Expenses and Supplies	$19,124
Office Expenses and Supplies	$12,500
Mileage Reimbursement	$1,000
Food Supplies	$1,500
TOTAL	Total = $112,084

The total cost of the agreement is not to exceed $112,084. Contractor will submit monthly invoices for program expenses approved by management. The invoices must reflect expenses categorized under the specific line items mentioned above in the cost proposal.

Attachment: Mariposa Safe Families (CA Prevention) Agreement 2022v2 (RES-2021-293 : Agreement with Mariposa Safe Families to Provide

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-294

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Letter of Commitment and MOU for CMSP-LICN Grant

RECOMMENDATION AND JUSTIFICATION:
Approve the Letter of Commitment and Memorandum of Understanding between Mariposa County Health and Human Services Agency and the Alliance for Community Transformations for the County Medical Services Plan for Local Indigent Care Needs (CMSP LICN) Program; and authorize the Director of Mariposa County Health and Human Services Agency to sign the Letter of Commitment and Memorandum of Understanding.

The Letter of Commitment and Memorandum of Understanding confirm Mariposa County Health and Human Services Agency's (HHSA) commitment to partnering with the Alliance for Community Transformations (Alliance) in the pursuit of a CMSP LICN grant. HHSA understands that, through this project, Alliance intends to improve timely access to medical and social support services through client navigation, transportation assistance, and efficient collaborative referral partnerships.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
HHSA has a long history of partnering with and supporting the work of Alliance to address housing issues and in supporting our homeless community. Our teams regularly meet together to coordinate case management and services to ensure our efforts are not duplicated and that clients do not fall through the cracks. Additionally, HHSA has provided funding to the Alliance for nearly 10 years to support its work in our community. We believe that Alliance is qualified to implement the proposed project based on past successes, demonstrated ability to pilot new programs, and prudent resource management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
An opportunity to collaborate for the betterment of the community and its members will be lost.

FINANCIAL IMPACT:
None

ATTACHMENTS:

CMSP MOU MCHHSA (PDF)
Letter of commitment- Human Services MOU in place (PDF)
Letter of commitment- Human Services MOU in progress (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

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

Memorandum of Understanding
Between
Mariposa Heritage House
A Program of Alliance for Community Transformations
And
Mariposa County Health and Human Services Agency

I. Purpose:

This operational MOU outlines the partnership between Mariposa County Health and Human Services Agency (MCHHSA) and Mariposa Heritage House (MHH), a program of Alliance for Community Transformations (Alliance), through funding provided by Community Medical Services Program- Local Indigent Care Need Grant Program. Both parties agree on the mutual goal of partnering to provide maximum available assistance for adults experiencing houselessness, are at risk of becoming houseless, or have recently been released from incarceration that have complex health and behavioral health needs.

II. Terms of MOU

This MOU shall begin once funded (estimated September 1, 2021) and continue for three years.

III. Modification of MOU

Notwithstanding any of the provisions of this MOU, the parties may agree to amend this Agreement. However, no alternation or variation of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

IV. Termination "At Will"

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

This MOU will be automatically terminated should this project not be funded.

V. Mariposa Heritage House agrees to coordinate the following:

- Hire, supervise, and train one Full-time Equivalent Healthcare Navigator.
- Provide care coordination and systems navigation for referred patients.
- Coordinate staff trainings annually or more often as needed.
- Provide scheduled transportation to patients enrolled in navigation program as availability allows.
- Work with MCHHSA staff to expand referral processes.
- Coordinate quarterly team meetings to review and evaluate project progress.
- Maintain records of services.

Attachment: CMSP MOU MCHHSA (RES-2021-294 : Approve Letter of Commitment and MOU for CMSP-LICN Grant)

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

VII. Mariposa County Health and Human Services agrees to the following:

- Participate in quarterly project meetings.
- Identify main points of contact for the Healthcare Navigator to communicate with regarding appointments and services.
- Identify main points of contact for the Healthcare Navigator to work with to expand referral processes from MCHHSA to the Alliance.
- Work with the Healthcare Navigator to coordinate annual staff trainings.
- Partner with the Alliance toward project sustainability.

VIII. Insurance

- Commercial General Liability: $1,000,000 per occurrence and $2,000,000 annual aggregate covering products and completed operations, bodily injury, personal injury and property damage. MCHHSA shall be endorsed to above policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
- Automobile Liability: $1,000,000 per accident for bodily injury and property damage, or alternatively split limits of $500,000 per person and $1,000,000 per accident for bodily injury with $250,000 per accident for property damage.
- Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of $1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against MCHHSA.
- Insurance is to be primary and non-contributory with any insurance of MCHHSA and placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of MCHHSA.
- Each of the above required policies shall be endorsed to provide MCHHSA with thirty (30) days prior written notice of cancellation. MCHHSA is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Alliance to furnish insurance during the term of this Agreement.
- If Alliance uses Sub-Contractors or others to perform work under this MOU, such Sub-Contractor or other persons shall be Named Insured or Additionally Insured to Alliance's required insurance coverage, or required by Alliance to comply with equivalent insurance and conditions of this Section.

IX. Indemnification

Alliance has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, MCHHSA and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time

Attachment: CMSP MOU MCHHSA (RES-2021-294 : Approve Letter of Commitment and MOU for CMSP-LICN Grant)

ALLIANCE FOR COMMUNITY TRANSFORMATIONS
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arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Alliance.

Alliance's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of Alliance, its agents, sub-Contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of MCHHSA. This duty shall arise at the first claim or allegation of liability against MCHHSA. Alliance will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

X. Confidentiality

- Alliance must require its employees and all persons performing services at its direction to comply with the policies and procedures of the Alliance regarding client confidentiality.
- All applications and records concerning any individual receiving services pursuant to this contract are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring or auditing of the program unless proper releases have been signed.
- No person may publish, disclose, use, or permit or cause to be published or disclosed; any confidential information pertaining to services, except as is provided by law.
- Alliance will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions.

XI. Independent Contractor

It is mutually understood and agreed that Alliance is an independent Contractor in the performance of the work duties and obligations devolving upon Alliance under this Agreement. MCHHSA shall neither have, nor exercise any control or direction over the methods by which Alliance shall perform the assigned work and functions. The contractual interest of MCHHSA is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Alliance shall hold MCHHSA harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security=income tax; and any other obligations from statutes or codes applying to Alliance, or its sub-Contractors and employees, if any.

It is mutually agreed and understood that Alliance, its sub-Contractors and employees, if any, shall have no claim under this Agreement or otherwise against the MCHHSA for vacation pay, sick leave,

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

retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Alliance shall ensure that all its personnel and employees, sub-Contractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that MCHHSA is not responsible for any benefits, coverage or payment for their efforts.

XII. Records, Information and Reports

Alliance shall maintain full and accurate records with respect to all matters covered under this Agreement.

XIII. Laws, License, Permits and Regulations

Alliance and MCHHSA agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Alliance and MCHHSA, their sub-grantees, Contractors, or sub-Contractor, and their work.

Alliance shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Mariposa and all other appropriate governmental agencies. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by MCHHSA.

XIV. Personnel

Alliance represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Alliance or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

XV. Nondiscrimination of Services

Alliance ensures that services provided under this MOU are nondiscriminatory and that no person is denied services or subjected to discrimination under any program or activity because of:

- Age (40 and above),
- Ancestry,
- Color,
- Disability (Mental and Physical) including HIV and AIDS,
- Ethnic Group Identification,
- Marital Status,
- Medical Condition (cancer/genetic characteristics),
- National Origin,
- Political Belief,

Attachment: CMSP MOU MCHHSA (RES-2021-294 : Approve Letter of Commitment and MOU for CMSP-LICN Grant)

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

- Race,
- Reasonable Accommodation,
- Religious Creed,
- Sex/Gender, or
- Sexual Orientation

This agreement is executed in the State of California, by and on behalf of the parties hereto.

Mariposa Heritage House, a program of Alliance for Community Transformations

By: _____
Alison Tudor
Executive Director

Date _____

Mariposa County Health and Human Services Agency

By: _____
Shannon Gadd
Director

Date _____

Attachment: CMSP MOU MCHHSA (RES-2021-294 : Approve Letter of Commitment and MOU for CMSP-LICN Grant)

Mariposa County
Health & Human Services Agency

May 25, 2021

County Medical Services Program Local Indigent Care Needs Grant

Letter of Commitment

RE: Alliance for Community Transformations Grant Applicant

To Whom It May Concern:

This letter of commitment, confirms Mariposa County Health and Human Services Department (MCHHSD) commits to partnering with the Alliance in their pursuit of a Local Indigent Care Needs Implementation Grant. MCHHSD understands that, through this project, the Alliance intends to improve timely access to medical and social support services through client navigation, transportation assistance, and efficient collaborative referral partnerships.

MCHHSD has a long history of partnering with and supporting the work of the Alliance to address housing issues and in supporting our homeless community. Our teams regularly meet together to coordinate case management and services to ensure our efforts are not duplicated and that clients do not fall through the cracks. Additionally, MCHHSD has provided funding to the Alliance for nearly 10 years to support their work in our community. We believe that the Alliance is qualified to implement the proposed project based on past successes, their ability to pilot new programs, and their prudent resource management.

As a key partner listed on the proposal, MCHHSD agrees to participate in the following ways:

- Provide client referrals for individuals needing support in navigating the healthcare system or who have transportation needs.
- Participate in quarterly meetings with grant partners quarterly throughout the contract period.
- Work with the Healthcare Navigator to coordinate an annual training on the program for pertinent staff.
- Partner with the Alliance toward project sustainability.

MCHHSD believes that this project will address gaps in services for our houseless community and is committed to partnering with the Alliance to ensure the project's success.

We do hereby commit to partner with the Alliance as described above and an MOU that is in place.

For questions, please contact Shannon Gadd, Health and Human Services Agency Director at: sgadd@mariposacounty.org, 209-966-2000.

Sincerely,

Shannon Gadd

5362 Lemee Lane, PO Box 99, Mariposa, CA 95338 • 209.966.2000

Attachment: Letter of commitment- Human Services MOU in place (RES-2021-294 : Approve Letter of Commitment and MOU for CMSP-LICN

Mariposa County
Health & Human Services Agency

May 25, 2021

County Medical Services Program Local Indigent Care Needs Grant

Letter of Commitment

RE: Alliance for Community Transformations Grant Applicant

To Whom It May Concern:

This letter of commitment, confirms Mariposa County Health and Human Services Agency (MCHHSA) commits to partnering with the Alliance in their pursuit of a Local Indigent Care Needs Implementation Grant. MCHHSA understands that, through this project, the Alliance intends to improve timely access to medical and social support services through client navigation, transportation assistance, and efficient collaborative referral partnerships.

MCHHSA has a long history of partnering with and supporting the work of the Alliance to address housing issues and in supporting our homeless community. Our teams regularly meet together to coordinate case management and services to ensure our efforts are not duplicated and that clients do not fall through the cracks. Additionally, MCHHSA has provided funding to the Alliance for nearly 10 years to support their work in our community. We believe that the Alliance is qualified to implement the proposed project based on past successes, their ability to pilot new programs, and their prudent resource management.

As a key partner listed on the proposal, MCHHSA agrees to participate in the following ways:

- Provide client referrals for individuals needing support in navigating the healthcare system or who have transportation needs.
- Participate in quarterly meetings with grant partners quarterly throughout the contract period.
- Work with the Healthcare Navigator to coordinate an annual training on the program for pertinent staff.
- Partner with the Alliance toward project sustainability.

MCHHSA believes that this project will address gaps in services for our houseless community and is committed to partnering with the Alliance to ensure the project's success.

We do hereby commit to partner with the Alliance as described above and an MOU that is in progress.

For questions, please contact Shannon Gadd, Health and Human Services Director at: sgadd@mariposacounty.org, 209-966-2000.

Sincerely,

Shannon Gadd

Attachment: Letter of commitment- Human Services MOU in progress (RES-2021-294 : Approve Letter of Commitment and MOU for CMSP-LICN

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-295

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approval of Recommended Commission on Aging Bylaws Revision

---

RECOMMENDATION AND JUSTIFICATION:
Approve the recommended revisions to the Mariposa County Commission on Aging Bylaws.

The revisions were approved by the Commission on Aging during their meeting held on April 28, 2021, with all of their recommended revisions to the Bylaws noted in magenta, along with County Counsel's and Agency staff recommendations noted in red and blue correspondingly.

The recommended revisions to the bylaws were necessary to address the consolidation of the Department of Community Services into the Mariposa County Health & Human Services Agency, and staffing changes.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Historically, the Board has approved the recommendation of the Commission on Aging regarding revisions to the Bylaws.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Mariposa County Commission on Aging would continue to use the Bylaws currently in place at the Department of Community Services.

ATTACHMENTS:
COA Bylaws Revision with Chgs. Noted 2021 (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# 11781

~~RES. NO. 05-584~~

MARIPOSA COUNTY COMMISSION ON AGING BYLAWS

ARTICLE I - NAME
ARTICLE II - FUNCTIONS OF THE COMMISSION
ARTICLE III - MEMBERSHIP
ARTICLE IV - TERM OF OFFICE AND VACANCIES
ARTICLE V - OFFICERS
ARTICLE VI - MEETINGS, QUORUM, COMMITTEES
ARTICLE VII - AMENDMENTS

ARTICLE 1 - NAME

Section 1. The name of this organization shall be the Mariposa County Commission on Aging, hereinafter referred to as the Commission.

ARTICLE 11 - FUNCTIONS OF THE COMMISSION

Section 1. ~~—~~The functions of the Commission shall remain as those set forth in Mariposa County Resolution ~~#91-46~~ No. 05-584 and shall now include the following:

A. Act in an advisory capacity to the Board of Supervisors and formulate and transmit, in writing to the Board, statements of the opportunities and problems in the community, including suggestions and solutions as appropriate. All correspondence generated by the Commission shall be presented through the Health and Human Services Agency ~~Deputy~~ Director, or their designee, ~~Adult and Aging (Deputy Director)~~ to the Board of Supervisors for their approval before mailing or distribution.

B. Work with and through the Area 12 Agency on Aging (A12AA) Advisory Council to promote advocacy for seniors in the County and in Public Service Area 12. County Commissioners shall comprise at least fifty (50) percent of the County membership to the A12AA Advisory Council. Such members are to be appointed by the Board of Supervisors.

C. ~~-~~Provide better communication between the senior population and the balance of the community. Act as an instrument to assist seniors in taking advantage of available opportunities and in finding solutions to community problems which may affect them.

D. The Commission will recruit and recommend prospective Commission ~~on Aging (COA)~~ members from within the County to the Board of Supervisors for appointment.

Attachment: COA Bylaws Revision with Chgs. Noted 2021 (RES-2021-295 : Approval of Recommended Commission on Aging Bylaws Revision)

Attachment: COA Bylaws Revision with Chgs. Noted 2021 (RES-2021-295 : Approval of Recommended Commission on Aging Bylaws Revision)

ARTICLE III - ~~-~~MEMBERSHIP

Section 1. ~~–~~The Commission shall be composed of ten (10) regular voting members. Each supervisorial ~~D~~district will be represented by one (1) member, the remaining five (5) members will be at-large. All members will be appointed and approved by the Board of Supervisors.

Section 2. ~~—~~For every six thousand (6,000) residents of the County, the Board of Supervisors shall appoint one (1) member to the Area 12 Agency on Aging Advisory Council. At least fifty (50) percent of these appointments shall be Commission members.

ARTICLE IV - TERM OF OFFICE AND VACANCIES

Section 1. ~~—~~The term of each person appointed to the Commission representing a ~~S~~supervisorial ~~D~~district shall correspond to the term of the Supervisor nominating that Commissioner and shall terminate when that Supervisor leaves office for any reason or commences a new term in office. The affected Commission member is considered a voting member until official notification.

Section 2. ~~—~~The term of each Commissioner appointed to an at-large position shall be for four (4) years. A Commissioner will continue to serve when the term has expired unless said member resigns or is replaced.

Section 3. ~~——~~The Chairperson shall notify the Board of Supervisors, through the ~~Deputy~~ Director, or their designee, ~~Adult and Aging,~~ in writing, sixty (60) days before the expiration of the term of any at-large Commissioner, so that the Board has sufficient time to consider reappointment or the appointment of a new Commissioner At-Large. In order to assist the Chairperson with this responsibility, an updated member roster highlighting district and at-large representation and term expiration will accompany each meeting agenda.

Section 4. ~~—~~If any member is absent from a regular meeting without a valid excuse, that member will receive a courtesy letter explaining that a second absence without a valid excuse within the same calendar year ~~wil~~may ~~l~~result in termination of that member's appointment. If any member is absent from two (2) regular meetings during a calendar year without a valid excuse, the Chairperson shall notify the ~~Deputy~~ Agency ~~–~~Director~~, Adult and Aging~~ to request the Board of Supervisors terminate that member's appointment. ~~After~~If the member's appointment is terminated~~tion~~, the ~~Deputy~~ Director, ~~–~~or their designee, ~~Adult and Aging~~ shall then post a ~~NOTICE OF VACANCY~~notice of vacancy for that position on the Commission to fill the unexpired term.

ARTICLE V~~—~~ - OFFICERS

Section 1. ~~–~~The ~~O~~officers of the Commission shall be a Chairperson, Vice-Chairperson, and a Secretary. These ~~O~~officers shall be elected by the Commission for a term of two (2) years and shall hold office until their successors are elected. The ~~O~~officers shall be elected at the first official meeting of the

calendar year. If a position is vacated prior to that election, then that position will be open for election at the next meeting of the Commission.
~~Page 3~~

Section 2. The Chairperson shall preside at all meetings and shall act as the official liaison between the Commission and the Board of Supervisors. The Chairperson shall have the authority to appoint a spokesperson~~man~~ to the Board in those instances when she/he deems it appropriate or she/he is unable to perform this function.

Section 3. The Vice-Chairperson shall perform the duties of the Chairperson in her/his absence. The Vice-Chairperson shall act as Program Chairperson to obtain speakers for meetings as requested by the Commission.

Section 4. The Secretary shall be responsible for the minutes of all meetings, attendance records, and correspondence. In conjunction with the Chairperson, Vice-Chairperson, and ~~S~~staff; the Secretary shall be responsible for preparing and posting the agenda for each regular meeting and notifying the ~~Deputy~~ Agency Director, or their designee, ~~Adult and Aging~~ regarding necessary appointments. Agendas for Commission ~~on Aging~~ meetings shall be distributed to each member of the Board of Supervisors the week before the meeting so they may be aware of the various issues.

ARTICLE VI ~~—~~ - -MEETINGS, QUORUM, COMMITTEES

Section 1. -The Commission shall establish a regular time and place of meeting and shall hold at least four (4) meetings per calendar year. Meetings shall be duly posted and open to the public. The Commission is responsible for meeting all requirements of the Brown Act.

Section 2. -A simple majority of the appointed members of the Commission shall constitute a quorum for the conduct of business. A simple majority vote of the quorum present at any meeting is required to take action. Parliamentary procedures shall be according to Robert's Rules of Order. The Commission shall keep an accurate record of its proceedings and transactions and shall report to the Board of Supervisors by the Commission's approved minutes of each meeting, by special report when the Commission deems it appropriate, or when requested by the Board of Supervisors.

Section 3. The elected ~~O~~officers of the Commission shall be the Rules Committee. The bulk of the work of the Commission shall be conducted through ad-hoc committees appointed by the Rules Committee to address specific topics as they arise. When an ad-hoc committee is appointed, it should focus on three (3) primary objectives:

A. Gather all available information on resources regarding the subject of the committee.
B. Determine if these resources are adequate.
C. Recommend a course of action to the Commission.

Section 4. Members of the Commission may receive, with prior approval, reimbursement for mileage, County travel, and/or other expenses incurred in the performance of duties as a member of the Commission. Approval shall be obtained from the County Administrative Officer through the ~~Deputy~~ Agency Director~~,~~ or their designee.~~Adult and Aging~~.

Attachment: COA Bylaws Revision with Chgs. Noted 2021 (RES-2021-295 : Approval of Recommended Commission on Aging Bylaws Revision)

ARTICLE VII ~~–~~ AMENDMENTS

Section 1. These Bylaws may be amended by a majority vote of the quorum present at any~~the affirmative vote of a majority of members voting at a~~ regular meeting, provided that notice of such proposed amendment(s) and the nature thereof has been given at the previous meeting.

PASSED AND ADOPTED THIS _____ DAY OF _____ , 202~~0~~1

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CHAIRPERSON SECRETARY

ADOPTED BY THE MARIPOSA COUNTY COMMISSION ON AGING 04-28-2021
APPROVED BY THE MARIPOSA COUNTY BOARD OF SUPERVISORS 05-25-2021

Attachment: COA Bylaws Revision with Chgs. Noted 2021 (RES-2021-295 : Approval of Recommended Commission on Aging Bylaws Revision)

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-296

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Local Enforcement Agency Assistance Grant Program FY 2021-2022

RECOMMENDATION AND JUSTIFICATION:
Ratify the submittal of the Local Enforcement Agency (LEA) Assistance Grant Application signed by the Health and Human Services Agency Director; Adopt a Resolution Authorizing the Grant Application for FY 21/22 and the subsequent four years if amounts and conditions remain the same; and Authorize the Health and Human Services Agency Director to sign any agreements or documents pertaining to this grant (Subject to approval as to legal form by County Counsel).

The LEA Grant provides funding to carry out the Solid Waste Facilities Permit and Inspection Program pursuant to Pubic Resources Code sections 44001 et seq. Mariposa County is responsible for Solid Waste permitting, inspection and enforcement duties within its jurisdiction.

According to the Grant Application package, an authorization period of up to five years per Board resolution is acceptable to the State.

The County has contracted with the California Integrated Waste Management Board during the last 25 consecutive years. The Grant dollar amount is usually around $16,500, but varies slightly from year to year. The Grant amount expected for Fiscal Year 2021-2022 is expected to be approximately $16,499.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved the Local Enforcement Agency Assistance Grants on May 27, 2008 with Resolution 08-212, May 27, 2014 with Resolution 14-235, June 14, 2016 with Resolution 16-272.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could choose to forego the grant and fund the entire program from the County General Fund. The Board could also authorize the application for only one year at a time.

FINANCIAL IMPACT:
There is no financial impact to the County general fund. This Grant was anticipated in the FY 2021-2022 Budget. No additional funding is required.

ATTACHMENTS:

Signed LEA A32 Application Certification (PDF)
Exhibit A EA32 Terms and Conditions (PDF)
Exhibit B EA32 Procedures and Requirements (PDF)
MARIPOSA COUNTY RESOLUTION NUMBER 21- (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

CalRecycle

Grants Management System (GMS)

Application Certification

Application Information

Applicant: Mariposa County
Cycle Name: Local Enforcement Agency Grants
Cycle Code: EA32
Grant ID: 24330
Grant Funds Requested: $16,499.00
Matching Funds: $0.00 (if applicable)

Application Due Date: 05/04/2021
Secondary Due Date: 06/08/2021

Contacts

Name	Title	Prime	Second	Auth	CnsIt
Diane Robarge	Administrative Analyst II	X			
Conway Environmental Health Man	Environmental Health Manager		X		
Ridenhour Senior Administrative An	Senior Administrative Analyst		X		
Gadd Director Health & Human	Director Health & Human Services		X	X	

Budget

Category Name	Amount
Analysis/Evaluation/Testing/Demo	$0.00
Compliance/Inspection/Visit/Enforcement	$0.00
Education	$0.00
Equipment	$709.00
Personnel	$15,299.00
Training	$0.00
Transportation	$491.00

Documents	Document Title	Received Date
Required		
Application Certification		
Required By Secondary Due Date		
Resolution - Lead Participant		
Other Supporting Document(s)		
Draft Resolution		
Letter of Authorization/Resolution		
Letter of Designation		

Resolution

Check the following, as applicable. See Application Guidelines and Instructions for more information and examples.

X Applicant acknowledges that its approved Resolution must be uploaded no later than the secondary due date. Applicant further acknowledges that if its Resolution is received after this date, its application will be disqualified.

Attachment: Signed LEA A32 Application Certification (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-2022)

Application Certification

Conditions and Certification

Condition of Application Submittal: Acceptance of Grant Agreement Provisions

In the event the Applicant is awarded a grant, the submittal of this Application constitutes acceptance of all provisions contained in the Grant Agreement, which consists of the following:

- Executed Grant Agreement Cover Sheet and any approved amendments
- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

Environmental Justice:

In the event Applicant is awarded a grant, submittal of this Application constitutes acceptance of the following; that in the performance of the Grant Agreement, Applicant/Grantee shall conduct their programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (see Govt. Code §65040.12(e) and Pub. Resources Code §71110(a))

Certification:

I declare under penalty of perjury under the laws of the State of California, that funds have been allocated for the project(s)/activities identified in the grant application and that sufficient funds are available to complete the project(s)/activities identified in the grant application, that I have read the Application Guidelines and Instructions and that all information submitted for CalRecycle's consideration for award of grant funds is true and correct to the best of my knowledge, and that on behalf of the Applicant I accept the above conditions of submittal.

X S. Gadd

Signature of Signature Authority (as authorized in Resolution or Letter of Commitment) or Authorized Designee (as authorized in Letter of Designation, submitted with this Application)

Date 4/29/2021

Shannon Gadd

Print Name

Director Health & Human Services

Print Title

IMPORTANT! Applicant must print out this document, have the Signature Authority sign it, upload signed document to the application system, and retain the original hard copy document in your cycle file.

Attachment: Signed LEA A32 Application Certification (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-2022)

Exhibit A
Terms and Conditions

Local Enforcement Agency Grant Program Fiscal Year 2021–22

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the grantee for this grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Local Enforcement Agency Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

Air or Water Pollution Violation

The grantee shall not be:

(a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.

(b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.

(c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

Americans with Disabilities Act

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C.§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Attachment: Exhibit A EA32 Terms and Conditions (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-2022)

Assignment, Successors, and Assigns

(a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
(b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

Audit/Records Access

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions (Exhibit A) and Procedures and Requirements (Exhibit B) with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

Authorized Representative

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

Availability of Funds

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

Bankruptcy/Declaration of Fiscal Emergency Notification

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

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Charter Cities

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

Child Support Compliance Act

For any agreement in excess of $100,000, the grantee acknowledges that:

(a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.

(b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Communications

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

Compliance

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

Conflict of Interest

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person

Attachment: Exhibit A EA32 Terms and Conditions (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-2022)

rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):
(a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
(b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):
(a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
(b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

Contractors/Subcontractors

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

Copyrights

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. grantee hereby grants to CalRecycle a royalty-free, nonexclusive,

Attachment: Exhibit A EA32 Terms and Conditions (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-2022)

transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

Corporation Qualified to do Business in California

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

Discharge of Grant Obligations

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

Disclaimer of Warranty

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

Discretionary Termination

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

(a) Submit a final written report describing all work performed by the grantee.
(b) Submit an accounting of all grant funds expended up to and including the date of termination.
(c) Reimburse CalRecycle for any unspent funds.

Disputes

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies

Attachment: Exhibit A EA32 Terms and Conditions (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-2022)

that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

Drug-Free Workplace Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
(b) Establish a drug-free awareness program to inform employees about all of the following:
    (1) The dangers of drug abuse in the workplace.
    (2) The grantee's policy of maintaining a drug-free workplace.
    (3) Any available counseling, rehabilitation, and employee assistance programs.
    (4) Penalties that may be imposed upon employees for drug abuse violations.
(c) Require that each employee who works on the grant:
    (1) Receive a copy of the drug-free policy statement of the grantee.
    (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future State agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

Effectiveness of Agreement

This Agreement is of no force or effect until signed by both parties.

Entire Agreement

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

Environmental Justice

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

Attachment: Exhibit A EA32 Terms and Conditions (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-2022)

Failure to Perform as Required by this Agreement

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:
(a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
(b) Cleanup of the environment.
(c) Enforcement of solid waste statutes and regulations, as applicable.
Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:
(a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
(b) The cleanup of the environment.
(c) The enforcement of solid waste statutes and regulations, as applicable.
If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

Force Majeure

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

Forfeit of Grant Funds/Repayment of Funds Improperly Expended

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

Generally Accepted Accounting Principles

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

Grant Manager

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the

Attachment: Exhibit A EA32 Terms and Conditions (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-2022)

authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

Grantee Accountability

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

Grantee's Indemnification and Defense of the State

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

Grantee's Name Change

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

In Case of Emergency

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

No Agency Relationship Created/Independent Capacity

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

Attachment: Exhibit A EA32 Terms and Conditions (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-2022)

No Waiver of Rights

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

Non-Discrimination Clause

(a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
(b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

Order of Precedence

The performance of this grant shall be conducted in accordance with the Terms and Conditions (Exhibit A), Procedures and Requirements (Exhibit B), Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:
(a) Grant Agreement Coversheet and any Amendments thereto
(b) Terms and Conditions
(c) Procedures and Requirements
(d) Project Summary/Statement of Use
(e) Budget
(f) Work Plan
(g) Grantee's Application
(h) All other attachments hereto, including any that are incorporated by reference.

Ownership of Drawings, Plans and Specifications

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data,

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drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

Payment

(a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
(b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
(c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements (Exhibit B).
(d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent) retention policy.
(e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
(f) Payment will be made only to the grantee.
(g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

Personnel Costs

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

Attachment: Exhibit A EA32 Terms and Conditions (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-2022)

Real and Personal Property Acquired with Grant Funds

(a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.

(b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.

(c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.

(d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

(a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.

(b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.

(c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.

(d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

Attachment: Exhibit A EA32 Terms and Conditions (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-2022)

Recycled-Content Paper

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

Reduction of Waste

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

Reduction of Waste Tires

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

Reimbursement Limitations

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

Reliable Contractor Declaration

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether of any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources (https://www.calrecycle.ca.gov/laws/regulations/title14), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

Attachment: Exhibit A EA32 Terms and Conditions (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-2022)

Remedies

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

Severability

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Site Access

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

Stop Work Notice

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

Termination for Cause

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

Attachment: Exhibit A EA32 Terms and Conditions (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-2022)

Time is of the Essence

Time is of the essence to this Agreement.

Tolling of Statute of Limitations

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

Union Organizing

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

(a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.

(B) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

Venue/Choice of Law

(a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

(b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

Waiver of Claims and Recourse against the State

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

Work Products

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

Attachment: Exhibit A EA32 Terms and Conditions (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-2022)

Workers' Compensation/Labor Code

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

Attachment: Exhibit A EA32 Terms and Conditions (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-2022)

CalRecycle

April 2021
Department of Resources Recycling and Recovery

Exhibit B Procedures and Requirements Local Enforcement Agency Grant Program

Cycle 32 (EA32), Fiscal Year 2021–22

Copies of these Procedures and Requirements must be shared with both the Finance Department and the staff responsible for implementing the grant activities.

Attachment: Exhibit B EA32 Procedures and Requirements (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-

Table of Contents

Introduction **3**
Milestones **3**
Grants Management System (GMS) **3**
Accessing the Grant 3
Contact Updates 4
Prior to Commencing Work **5**
Reliable Contractor Declaration 5
Grant Term, Grant Performance Period, and Report Preparation Period **6**
Eligible Costs 6
Ineligible Costs 7
Modifications 8
Acknowledgements 8
Reporting Requirements 8
Electronic and Original Signatures 9
Final Report 9
Grant Payment Information 10
Payment Request and Documentation 10
Interest 11
Audit Considerations 12

Attachment: Exhibit B EA32 Procedures and Requirements (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-

Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the Local Enforcement Agency Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, and records and audit requirements.

This document is attached to, and incorporated by reference, into the Grant Agreement.

Milestones

July 1, 2021: **Grant Term and Grant Performance Period Begin**

June 30, 2022: Grant Performance Period Ends

June 30, 2022–October 27, 2022: Report Preparation Period

October 27, 2022: Final Report and Final Payment Request Due

Grants Management System (GMS)

GMS is CalRecycle's web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at CalRecycle's WebPass page (https://secure.calrecycle.ca.gov/WebPass/).

Accessing the Grant

Grantees must log in to GMS (https://secure.calrecycle.ca.gov/Grants) using their web pass. After logging in, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab**: Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab**: Grantee requests reimbursement.
- **Reports tab**: Grantee uploads required reports.
- **Interest**: Shows earned interest on an advance payment.
- **Documents tab**: Grantee uploads all other grant documents that are not supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

Attachment: Exhibit B EA32 Procedures and Requirements (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-

Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the “Allow Access” check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

Attachment: Exhibit B EA32 Procedures and Requirements (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-

Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in section 17050 of Title 14 (https://www.calrecycle.ca.gov/Laws/Regulations/Title14/), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

If a contractor or subcontractor is placed on the CalRecycle Unreliable Contractor List (https://www.calrecycle.ca.gov/Funding/Unreliability/) after award of this grant, the grantee may be required to terminate the contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from CalRecycle's Grant Forms web page (https://www.calrecycle.ca.gov/Funding/Forms/).

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

Attachment: Exhibit B EA32 Procedures and Requirements (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-

Grant Term, Grant Performance Period, and Report Preparation Period

The Grant Term begins on July 1, 2021 and ends on October 27, 2022. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to July 1, 2021 or after the end date are not eligible for reimbursement. Most costs are further limited during the Report Preparation Period (below).

The Grant Performance Period begins on the date of the July 1, 2021 and ends on June 30, 2022.

The Report Preparation Period is from July 1, 2022 through October 27, 2022. **Costs incurred to prepare the Final Report and final Payment Request are the only costs that are eligible for reimbursement during the Report Preparation Period.**

The Final Report and final Payment Request are due on October 27, 2022.

Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts July 1, 2021 and ends on October 27, 2022. See "Grant Term, Grant Performance Period, and Report Preparation Period" for additional information. All grant expenditures must be for activities, products, and costs specifically included in the approved Work Plan and approved Budget. To be eligible for reimbursement, costs must be incurred after July 1, 2021 and before the end of the Grant Performance Period. All services must be provided and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

Eligible costs are limited to the following:

- **Analysis/Evaluation/Testing/Demo** (expenses related to analysis and testing, equipment calibration, certification, demonstrations, site studies, and consultants).
- **Compliance/Inspection/Visit/Enforcement** (expenses related to legal counsel, inspection, enforcement, compliance, and consultants).
- **Education** (expenses related to providing education and outreach materials to local jurisdictions, businesses, and the public).
- **Equipment** (expenses related to the purchasing of tools, instruments, equipment, personal protection gear, tablets, and laptops as well as the maintenance of equipment essential for the inspection of solid waste facilities).
- **Personnel** (staff expenses related to conducting inspections such as salaries, benefits, physicals, and vaccinations).
- **Training** (expenses related to the training of LEA staff such as training materials, publications, periodicals, memberships, CalRecycle trainings, solid waste management conferences, and related costs).
- **Transportation** (expenses related to inspections such as maintenance of LEA vehicles, fuel expenses, and mileage).
- Expenses related to preparation of the Final Report and the Final Payment

Attachment: Exhibit B EA32 Procedures and Requirements (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-

Request during the Report Preparation Period identified in the Milestones table above.

Personnel expenditures must be computed on the actual time spent on grant-related activities. For calculating total personnel expenses for each employee, the expenditures must be documented by,

- The names and classification(s) of the employee(s)
- The hourly wage
- Fringe benefits rate
- The number of hours worked on grant-related activities

These records must be available upon request for audit purposes.

Travel and per diem reimbursement is limited to a maximum of the state rate as described in the Travel Reimbursements section (http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx) of the California Department of Human Resources.

Ineligible Costs

Any cost not specifically related to the LEA Grant Program are ineligible for reimbursement. The grantee should contact the Grant Manager if clarification is needed.

Ineligible costs include, but are not limited to:

- Costs incurred prior to July 1, 2021 or after June 30, 2022, (except for costs incurred during the Report Preparation Period, July 1, 2022–October 27, 2022, to prepare the Final Report and reimbursement Payment Request).
- Any costs that are not consistent with local, state, and federal statutes, ordinances, or regulations.
- Any food or beverages (supplied as part of meetings, workshops, training, or events).
- Any personnel costs incurred as a result of time an employee assigned to the solid waste program does not actually work on the solid waste program (e.g. use of accrued vacation, sick leave, etc.).
- Any pre-paid expenditures for future goods or services delivered after the end of the Grant Performance Period. (Exemption: The Grant Manager may consider approving products purchased in full before the end of the Grant Performance Period but delivered after the Grant Performance Period if the delay is caused solely by the supplier and through no fault of the grantee. The grantee must request an exemption in writing and receive written approval from the Grant Manager.)
- Cleanup of illegal dumping.
- Costs currently covered or incurred under another CalRecycle loan, grant, grant cycle, or contract.
- Landfill operations.
- Out-of-state travel.
- Overhead and indirect costs.

Attachment: Exhibit B EA32 Procedures and Requirements (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-

- Overtime costs (except for local government staffing during specially scheduled evening or weekend events that have been pre-approved in writing by the Grant Manager when law or labor contracts require overtime compensation).
- Purchasing or leasing of vehicles.

The grant manager may disallow any costs deemed unreasonable or unrelated to the purpose of the grant.

Modifications

The approved budget in GMS represents the proposed expenditure plan of the grantee at the time the grant is awarded. A budget change is the adjustment of grant funds between the main budget categories as listed in the GMS application.

Any proposed revision(s) to the Budget must be submitted in writing and authorized in writing by the Grant Manager. The approval document is to be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

Prior to Advance Reconciliation or Requesting Reimbursement

The grantee must notify the Grant Manager of all budget changes, regardless of dollar amount, no later than October 27, 2022. Budget changes must be provided using the Budget Modification Template and emailed to the Grant Manager. The Budget Modification Template is located in the Summary tab under Resources Documents in the Grant Management section of GMS.

Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan.

Reporting Requirements

A Final Report is required by this Agreement; however, the Grant Manager may request a Progress Report at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The Final Report must be uploaded in GMS.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

To upload a report:

1. Go to the **Reports** tab.

Attachment: Exhibit B EA32 Procedures and Requirements (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-

2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
    - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
    - The maximum allowable file size for each document is 35MB.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed.

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement, rejection of the Payment Request, and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. The grantee must report any problems or delays immediately to the Grant Manager.

Electronic and Original Signatures

CalRecycle now allows for certified e-Signature or original wet signature on documents or forms that certify legally binding information.

Note: The e-Signature must be the Adobe Digital ID or through another certified digital signature program, and cannot be the "Fill and Sign" function within Adobe. Any documents using the "Fill and Sign" method will be considered as incomplete and may be sent back to the grantee.

If you have questions, email grantassistance@calrecycle.ca.gov.

Final Report

The Final Report is due no later than **October 27, 2022**. This report should cover grant activities **from July 1, 2021** through **June 30, 2022**. The Final Report must be signed by the Signature Authority indicated in GMS. If the signature authority has changed, contact the Grant Manager.

The grantee must include the following items in the Final Report:

1. The Grant Number, grantee's name, and Grant Term.
2. Budget categories of the approved budget in GMS.
3. Listing of actual costs under each Budget Category.
    a. Adequate detail must be included so that the Grant Manager can ensure expenditure is compliant with the eligible cost requirements. (Personnel: provide staff classification, salary, number of hours, and hourly rate.)
    b. See Final Report template for required information.

Attachment: Exhibit B EA32 Procedures and Requirements (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-

Grant Payment Information

- Grantees may request an advance of 100 percent of the grant award. When the request is approved, the grantee will be advanced 90 percent and 10 percent will be withheld. The advance payment must be fully reconciled by the end of the Grant Term, and costs incurred may be reconciled only for those materials and services specified in the approved grant application.
    a. **Please Note**: There is a new procedure for submitting your payment request for advances this cycle. Please refer to the Advance Payment section in the Guidelines and Instructions.
- Grantees may opt not to request an Advance. Payments to these grantees for eligible grant expenses are made on a reimbursement basis only, and only for those materials and services specified in the approved grant application.
- The grantee must submit the required Final Report prior to, or concurrent with, submission of the Grant Payment Request. No reimbursement is made prior to Grant Manager approval of the report. Grantees are not required to wait until the end of the Grant Term (October 27, 2022) to request reimbursement and submit a Final Report. A payment request and Final Report may be submitted at any time within the Grant Term. Grantees are encouraged to submit their payment request and Final Report when grantees have expended the grant budget.
- The grantee must submit a completed Grant Payment Request (Advance or Reimbursement), and provide supporting documentation when applicable, as described in the "Payment Request and Documentation" section for completed project(s) only.
- CalRecycle will make grant payments to only the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
- CalRecycle will withhold and retain 10 percent of each approved Grant Payment Request amount until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Final Reports, have been satisfied.
- CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date the Grant Manager approves a Grant Payment Request.
- The grantee must provide a Reliable Contractor Declaration (CalRecycle 168) (https://www.calrecycle.ca.gov/Funding/forms/) signed under penalty of perjury by the grantee's contractors and subcontractors in accordance with the "Reliable Contractor Declaration" section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to commencement of work. See the "Reliable Contractor Declaration" section in Terms and Conditions (Exhibit A) for more information.

Payment Request and Documentation

Failure to submit the final Payment Request with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The grantee must submit payment requests in GMS. For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

To submit a Grant Payment Request:

Attachment: Exhibit B EA32 Procedures and Requirements (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
    a. Choose **Reimburse** for the **Transaction Type** and enter the amount spent in each budget subcategory.
    b. When the transaction is complete, click the **Save** button.
    c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
3. Click the **Upload Supporting Documents** button.
    a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save**.
    b. Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
    c. The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.
    a. **Note:** Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

Supporting Documentation

- **Grant Payment Request form** (CalRecycle 87)
    - A scanned copy with the signature of the signatory or his/her designee, as authorized by grantee's Resolution or Letter of Commitment, must be uploaded to GMS.
        - **Note:** A designee may sign on behalf of the grantee if **a)** authorized by the Resolution or Letter of Commitment, and **b)** a Letter of Designation has been provided to the Grant Manager.
- **Cost and Payment Documentation**
    - Grantee must show the total funds expended by expense category in the Final Report.
    - The Grant Manager may require additional cost and payment documentation as necessary to verify eligible costs.

The **Grant Payment Request form** (CalRecycle 87) is available on the CalRecycle Grant Forms web page (https://www.calrecycle.ca.gov/Funding/Forms).

Interest

Grantees that request an advance payment must account for all interest accrued and received. All interest accrued and received from the grant funds shall be used only for eligible expenses related to the performance of this Agreement.

- Interest earned may not be spent until the full grant award has been expended.
- The earned interest **must** be reported in the **Interest** tab in GMS.
- To report interest earned:
    1) Go to the **Interest** tab and click on the **Create an Interest Record** button.
    2) Complete required fields by selecting "**Earned**" as the Interest Type, select the Budget Subcategory where the interest will be spent; enter the date, and the amount of interest earned in the Report Amount filed.
    3) Click the **Save** button.

Attachment: Exhibit B EA32 Procedures and Requirements (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-

Once interest is expended, create another Interest Record by following the same steps as above except choose **Reconcile** as the Interest Type.

All unused interest or unspent grant funds must be returned to CalRecycle by the end of the Grant Term. Contact the Grant Manager to initiate this process.

If no interest was accrued during the fiscal cycle, create an interest record to document that no interest was earned because grant funds were expended within 90 days. The grantee is highly encouraged to immediately reconcile their advance payment if it was fully expended within the 90 days, or at any time thereafter within the grant term.

To report that no interest was accrued:

1) Go to the **Interest** tab and click on the **Create an Interest Record** button.
2) Complete required field by selecting "**None Accrued**" as the Interest Type, enter the date, and enter the written explanation in the **Note** section.
3) Click the **Save** button

Audit Considerations

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. CalRecycle may stipulate a longer period of records retention in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments if any relating to the Budget or Work Plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices, and cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.

Attachment: Exhibit B EA32 Procedures and Requirements (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-

MARIPOSA COUNTY RESOLUTION NUMBER 21-
A RESOLUTION AUTHORIZING AND RATIFYING LOCAL ENFORCEMENT AGENCY ASSISTANCE GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY.

BE IT RESOLVED, by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approves the following document, and the Chair, Marshall Long, is hereby authorized to sign same;

WHEREAS, the people of the State of California have authorized the issuance of grant to individual and regional Local Enforcement Agencies (LEA) to carry out the Solid Waste Facilities permit and inspection Program pursuant to Public Resources Code section 43230 et seq.; and

WHEREAS, the Department of Resources Recycling and Recovery has been delegated the responsibility for administering the LEA Grant, which includes procedures governing the application by and payment of grant funds to LEAs; and

WHEREAS, Mariposa County Public Health Department, is the LEA responsible for permitting, inspection, and enforcement duties within its jurisdiction;

NOW, THEREFORE BE IT RESOLVED, that the Mariposa County Board of Supervisors authorizes the Mariposa County Health Department to apply for, receive funding for, and administer the LEA Grants for a period of up to five (5) years for Fiscal Year 2021-2022 through Fiscal Years 2025-2026, and ratifies the application submitted on April 29, 2021;

BE IT FURTHER RESOLVEDthat the Health and Human Services Director of Mariposa County, or her designee is hereby authorized and empowered to execute in the name of the Mariposa County Health and Human Services Department all grant documents necessary to secure funds and implement the approved grant project for a period of up to five (5) years.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County on this **25th day of May, 2020. Effective May 25, 2020**, by the following vote:

ATTEST:

_____
Marshall Long, Chair
Mariposa County Board of Supervisors

_____
René LeRoche, Clerk of the Board

APPROVED AS TO FORM

_____
Steven Dahlem, County Counsel

Attachment: MARIPOSA COUNTY RESOLUTION NUMBER 21- (RES-2021-296 : Local Enforcement Agency Assistance Grant Program FY 2021-

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-297

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial Supplies ($98,346)

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to an Agreement with ARAMARK for Uniform Laundry and Janitorial Supplies extending the term until June 30, 2024 and adding an additional $98,346 for a new amount not to exceed $196,692; and Authorize the Board of Supervisors Chair to sign the amendment.

The current three-year contract with ARAMARK is due to expire June 30, 2021. In the interest of maintaining the County's business, ARAMARK has agreed to keep their pricing the same as the current contract. The Public Works Department has been satisfied with the performance levels provided by ARAMARK.

Under the terms of this agreement the County retains the right to cancel this agreement upon issuance of a 30 day termination notice.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 17, 2018 Resolution 2018-350 the Board approved an Agreement with ARAMARK. Other County contracts, including the one with ARAMARK, have been extended based on vendor performance and the Department's recommendation upon Board review and approval.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action to the Agreement would require and extension of the original agreement while the Department conducted competitive bidding. Normally, competitively bidding a contract is in the County's best interest, However, in this case, ARAMARK has agreed to hold its original pricing of nine years ago - when the contract was last bid upon. Since that time it is presumed industry costs have risen and would, therefore, be reflected in bids received. ARAMARK has agreed to hold its pricing from its last bid thus, assuring a near decade whereby the County has had no price increases for these services.

FINANCIAL IMPACT:
There is no financial impact to this action as funds have been appropriated for these purposes.

REF ID# 11751

ATTACHMENTS:
Aramark 1st Amd (PDF)
Aramark 18-066 (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

FIRST AMENDMENT TO AGREEMENT FOR UNIFORM LAUNDRY AND JANITORIAL SUPPLIES

THIS FIRST AMENDMENT TO AGREEMENT FOR UNIFORM LAUNDRY AND JANITORIAL SUPPLIES, is made and entered into this ____ day of _____2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Aramark, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated July 17, 2018, wherein **Contractor** agreed to provide uniform laundry and janitorial supplies; 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 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2024.

2. Paragraph 2, "COMPENSATION," is hereby amended to provide that an additional Ninety Eight Thousand Three Hundred Forty Six Dollars ($98,346), making the total compensation paid to **Contractor** in the not to exceed amount of One Hundred Ninety Six Thousand Six Hundred Ninety Two Dollars ($196,692).

3. Paragraph 4: Except as herein amended, the Agreement dated July 17, 2018 shall remain in full force and effect.

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Aramark

COUNTERSIGNED:
(Government Code §25103)

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Last Revised: 3/5/2021

Attachment: Aramark 1st Amd (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

EXHIBIT "A"

CALVERT, TRAVIS

From: CALVERT, TRAVIS
Sent: Friday, March 05, 2021 3:30 PM
To: mpardi@mariposacounty.org
Subject: Aramark

Hello Mike,

I appreciate you and Melinda making time out of your busy schedules meet with me the other day. Per our discussion, Aramark is willing to lock you in at your current rates in return for a 3 year extension. If you need anything else from me please do not hesitate to ask. Once again I thank you for allowing Aramark the opportunity to service your uniform needs.

Thank you,

Travis Calvert | Aramark | District Manager | Uniform Services
3333 N. Sabre Dr.
Fresno, CA 93727

Mobile: 559-231-1711**Office:** 559-312-1245 **Fax:** 559-291-6921
Email: calvert-travis@aramark.com | **Web:** www.aramark.com

See how we can Stock Your Reputation with our Managed Restroom Services and provide you with deep discounts on our best-selling Direct Sale items.

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PLEASE PRINT RESPONSIBLY

Attachment: Aramark 1st Amd (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

6/7/2018

COUNTY OF MARIPOSA

Department of Public Works

Uniform Rental, Laundry Supplies & Related Services Bid PWB 12-01

Thank you for allowing ***Aramark Uniform Services*** to bid your account. I will personally guarantee the type of service you have come to expect from this professional rental maintenance company. Prices are as follows:

	Piece Rate	Replacement Rates
Cotton Coveralls	$ 0.35	$ 16.00
Cotton Pants	$ 0.19	$ 10.00
Cotton Shirts	$ 0.18	$ 10.50
D/C Pants	$ 0.15	$ 8.50
D/C Shirts	$ 0.15	$ 7.00
D/C Coveralls	$ 0.30	$ 13.00
Rental Jackets	$ 0.75	$ 35.00
Xtra Suit	$ 1.00	
Special Size	$ 4.00	
Name Tags	$ 1.00	
Prep Charge	$ 0.50	
County Emblems	$ 2.25	
Allied Items		
3x4 Mats	$ 0.45	$ 25.00
Scraper Mats 3x5	$ 0.385	$ 55.00
DynaMat 3x5	$ 0.385	$ 55.00
4x6 Mats	$ 1.15	$ 45.00
3x10 Mats	$ 1.45	$ 55.00
4x 6 Steady Step Mats	$ 1.40	$ 65.00
3x10 Steady Step Mats	$ 1.55	$ 85.00
3 x 5 Coffee Mats	$ 1.00	$ 40.00
3x4 Welcome Mats	$ 0.55	$ 29.00
4x6 Welcome Mats	$ 0.65	$ 49.00
Air Freshener & Dispenser	$ 2.65	N/C
Roll Towel Cabinets	N/C	$ 55.00
Continuous Roll Towels	$ 1.00	$ 19.00
Dusters	$ 0.25	$ 4.50
Fender Covers	$ 0.35	$ 6.00
Glass Towels ~ Large	$ 0.04	$ 0.75
Huck Hand Towels	$ 0.05	$ 0.75
Liquid Soap	$ 2.00	N/A
24" Unframed DBLTRD Red Mops	$ 0.35	$ 9.00
36" Unframed DBLTRD Red Mops	$ 0.45	$ 11.00
Wet Mops	$ 0.85	$ 8.00
Mop Tool	N/C	$ 15.00
Dust Mop Tool	N/C	$ 12.00
Yellow B-grade Bath Towel	$ 0.18	$ 2.50
Red 18x18 Shop Towels	$ 0.03	$ 0.20
White 18x18 shop Towels	$ 0.03	$ 0.20
Soap Dispensers	N/C	$ 18.00
Soil Lockers	N/C	$ 325.00
Tissue Compact ~ White	$ 1.50	N/A
Towel Dispensers	N/C	$ 18.00
Coverall NOG	3.75	

Service Charge 3% Per Invoice

We believe you will find our service everything that it is represented to be, and we look forward to a continued successful business relationship with you

Paul Pinegar
District Manager

Attachment: Aramark 1st Amd (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

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COUNTY OF MARIPOSA PUBLIC WORKS DEPARTMENT

INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR QUOTATIONS (RFQ's)

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. **BID PREPARATION:**
   - A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
   - B) State brand and make of each item.
   - C) Bid on each item separately. Prices are to be stated in units and duration specified herein. All applicable charges including service charges and inventory maintenance charges must be quoted. Items for which inventory maintenance fees will be charged must be identified. Charges on invoices not quoted herein will be disallowed and/or recovered upon discovery.
   - D) For purposes of comparison and evaluation, based on quantities stated, show total cost per year as well as a grand total.
   - E) All bids must be dated and signed with the firm's name and by an authorized agent.
2. **SUBMITTING BIDS:**
   - A) Each bid must be submitted in a sealed envelope with bid number and closing date and time on the outside of the envelope/package.
   - B) Bids received after the closing time will not be considered.
   - C) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated costs.
3. **AWARDS:**
   - A) Award(s) will be made to the most responsive responsible bidder. The evaluation will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
   - B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
4. **SAMPLES:**
   - A) Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within 30 days of bid closing date) be returned at the bidders expense.

5. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

Public Works Bid No. PWB 12-01

A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor.

The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

6. SPECIAL REQUIREMENTS:

A) With the first invoice or within twenty-five (25) days of delivery, the vendor must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act. California State Labor Code Sections 6360 through 6399.7).

Attachment: Aramark 1st Amd (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

UNIFORM RENTAL, LAUNDRY AND MAINTENANCE SERVICE INSTRUCTIONS, SPECIFICATIONS, REQUIREMENTS AND CONDITIONS

The County of Mariposa is soliciting bids to provide **Uniforms, Uniform Laundry, Mats, Supplies and Maintenance Services** as described within the Request for Quotation.

Successful bidder shall provide all labor, material, equipment, supplies, etc. to:

- Provide work garments, mats and supplies to Mariposa County employees over a three year contract period.
- Pick up garments, launder, repair, and deliver back to various County locations on a regularly scheduled basis. **For bidding purposes, "regularly scheduled" means weekly.**
- The above-described services shall be performed in accordance with the terms, conditions, specifications and requirements of this RFQ.

1. **NUMBER OF COPIES:**

   Submit two (2) original copies of your quotation no later than the RFQ closing date and time as stated on the front of this document, to the County of Mariposa Department of Public Works.

2. **AWARD:**

   Award will be made to the vendor offering the service deemed to be to the best advantage to the County. The County shall be the sole judge in making such determination.

3. **RIGHT TO REJECT BIDS:**

   The County reserves the right to reject any bid and all bids and to waive informalities or irregularities in bids.

4. **TERM:**

   The initial contract period shall be three (3) years with the possibility of a three (3) year renewal period.

5. **QUANTITIES:**

   Quantities shown in the RFQ are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities and deliveries as deemed necessary.

6. **SPECIFICATIONS:**

   No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder. If no exceptions or deviations are shown the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

Attachment: Aramark 1st Amd (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

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7. ORDERING:

Orders will be placed as required by the various County departments or divisions within a department.

8. SAMPLES:

On request, samples of products on which you are bidding shall be made available to the County. County will designate where samples are to be delivered. Samples are to be provided within five (5) working days after request.

9. VENDOR ASSISTANCE:

Successful bidder shall furnish, at no expense to the County, a representative to assist each participating division of the Public Works Department in determining their product requirements and to measure each employee requiring uniforms.

Within thirty (30) days of an executed contract issued by the County, each employee will be issued the appropriate quantity of uniforms, and each division will be appropriately supplied.

10. TERMINATION:

The agreement may be terminated by the County at any time upon thirty days written notice.

11. PRICES:

Bidder agrees that prices quoted are maximum for the contract period, and in the case of a price decline such lower prices shall be extended to the County of Mariposa.

12. SUMMARY OF SERVICES REPORT:

Successful bidder shall, prior to commencement of service, deliver to the Public Works Administrative Analyst a detailed summary of the services to be provided. Such summary shall, state the following for each County Division:

- Employee Name(s).
- Type and color of garment issued (or to be issued).
- Quantity of garments issued (or to be issued).
- Initial replacement cost.
- Quantity of garments scheduled for weekly pickup.

Summary of Service Report shall be kept current by contractor throughout the contract period. An updated report shall be provided to the Administrative Analyst and to each County Division on a quarterly basis commencing upon contract execution date. Report shall be received no later than the fifteenth of the month following the quarter ending date. Failure to provide report will delay payment.
A sample report shall be submitted with your bid response.

13. INVOICING:

A) County shall be invoiced only for the services provided. Should scheduled service not be performed due to employee vacations, illness or for any other reason, County will not be liable for payment.
Invoices shall be timely and in arrears following the final date of service in each calendar month. Charges shall reflect garments picked up, not delivered.
Invoices shall be mailed to each County Division receiving service.

B) **There shall be no additional miscellaneous fees added to the price of any service.**

C) Invoices must be easily understood by County employees. Vendor codes & abbreviations that require the use of a key for definition are not acceptable.

D) Bidders must provide a sample invoice with their bid response.

E) Invoices will plainly and clearly state the following:
- ▶ County division name and address
- ▶ Billing period
- ▶ Type of service or supplies
- ▶ Employee name
- ▶ Frequency of service
- ▶ Type and quantity of each garment being provided
- ▶ Unit pricing and total (no additional charges)

14. ISSUANCE OF ADDITIONAL AND REPLACEMENT GARMENTS DURING THE CONTRACT PERIOD:

A) The garments provided by successful bidder upon commencement of contract shall be **new**. Garments provided during the contract period may be in a used condition. Such used garments must be in a condition comparable to the current condition of garments initially issued and still in use.

B) There shall be no initial charge to the County for garments issued during the contract period, except where otherwise noted.

C) Garments must, at all times, be in a condition acceptable to the County. Garments that, through normal use, are determined to be in an unacceptable condition shall be replaced at no cost to the County. Replacement garments may be in a used condition as stated above.

15. REPLACEMENT COST:

A) Garments that are lost or damaged beyond repair by County shall be replaced at County's expense. The cost of replacement shall be based on vendor's quoted replacement cost for each new garment and shall be adjusted downward by 2.78% (1/36) for each month the contract has been in effect.

B) Garments added over the contract term shall carry the same replacement cost as original issue garments regardless of months used. The number of months the contract has been in effect will determine the replacement cost.

16. REPLACEMENT COST FORMULA:

EXAMPLE:

- ▶ Contract commencement date: 1/01/2012
- ▶ Shirt lost: 06/30/2012
- ▶ Vendor replacement cost at beginning of contract: **$20.00**
- ▶ Months garment contract in effect: **6***
- ▶ Monthly reduction to initial replacement cost: $20.00 x 2.78% = **$0.556**
- ▶ Total cost reduction: 6 mo x $0.556 = **$3.34**
- ▶ Replacement cost to County: $20.00 - $3.34 = **$16.66**

* A partial month will be considered a complete month when determining replacement cost.

Attachment: Aramark 1st Amd (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

SERVICE SUMMARY

The following tables indicate an estimation of the County's weekly future service requirements. Bidders are to quote based on weekly usage. Estimates provided to bidders are based on historical data and are not to be interpreted as a guarantee of services to be contracted for. The County guarantees no minimum service requirement.

UNIFORMS

Note: Unit of measure: each

Division	Garment Description	Number Of Employees	Total Garments Per Employee	Total Garments To Be Provided
Facilities:				
	Pants	10	11	110
	Short sleeve shirt	13	11	143
	Long sleeve shirt	6	11	66
	Coverall	11	3	33
	Patches - name only			209
Roads:	Pants	21	11	231
	Short sleeve shirt	15	6	90
	Long sleeve shirt	21	8	168
	Coverall	0	0	0
	Patches - name only			258
Solid Waste:	Pants	15	11	165
	Short sleeve shirt	15	11	165
	Long sleeve shirt	10	11	110
	Coverall	15	3	45
	Patches - name only			275
Fleet:	Pants	7	11	77
	Short sleeve shirt	4	11	44
	Long sleeve shirt	4	11	44
	Coverall	8	3	24
	Patches - name only			88

Total Pants:	**583**
Total Short Sleeve Shirts:	**442**
Total Long Sleeve Shirts:	**388**
Total Coveralls:	**102**
Total Patches:	**830**

Public Works Bid No. PWB 12-01

MATS (to be quoted as weekly usage)

Attachment: Aramark 1st Amd (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

Note: Unit of measure: each

Division	
Facilities:	**Qty.**
3 x 4	33
3 x 5	0
4 x 6	17
3 x 10	11
3 x 10 scraper	9
Coffee	8
Welcome	1
Roads:	
3 x 4	2
3 x 5	2
4 x 6	4
3 x 10	6
3 x 10 scraper	1
Coffee	0
Welcome	0
Solid Waste:	
3 x 4	10
3 x 5	0
4 x 6	0
3 x 10	2
3 x 10 scraper	0
Coffee	0
Welcome	0
Fleet:	
3 x 4	0
3 x 5	0
4 x 6	4
3 x 10	0
3 x 5 scraper	4
3 x 10 scraper	0
Coffee	0
Welcome	0

Total Mats:

3 x 4:	**45**
3 x 5:	**2**
4 x 6:	**25**
3 x 10:	**19**
3 x 5 scraper:	**4**
3 x 10 scraper:	**12**
Coffee:	**8**
Welcome:	**1**

Public Works Bid No. PWB 12-01

SHOP SUPPLIES

Note: Unit of measure: each

Attachment: Aramark 1st Amd (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

Description	Actual Qty.	RFQ QTY. (per week)
Air Fresheners	As Needed	10
Cabinet Towels	As Needed	100
Continuous Roll Towels	As Needed	10
Dusters	As Needed	20
Fender Covers	As Needed	25
Class Towels - Large	As Needed	100
Huck Hand Towels	As Needed	200
Liquid Soap	As Needed	20
Mop - Unframed DBLTRD Red 24"	As Needed	50
Mop - Unframed DBLTRD Red 36"	As Needed	50
Mop -Wet Mop	As Needed	10
Mop Heads	As Needed	10
Mops	As Needed	10
Shop Towels - Red 18"x18"	As Needed	500
Soap Dispensers	As Needed	10
Soil Lockers	As Needed	6
Tissue Compact - white	As Needed	10
Towel Dispensers	As Needed	10

Attachment: Aramark 1st Amd (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/28/2021

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Aramark Uniform & Career Apparel, LLC Including WearGuard and Crest Divisions 115 N. First Street Burbank, CA 91502	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: ACE American Insurance Company 22667 INSURER B: Indemnity Insurance Company of North Ameri 43575 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W20757066 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Liquor Liability X Vendors Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			HDO G71447753	10/01/2020	10/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ Included $ 5,000 $ 1,000,000 $ Unlimited $ Unlimited
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H25305954	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C67459568	10/01/2020	10/01/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

General Liability and Auto Liability policies are non-cancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability. Self-Insured for Auto Physical Damage.

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Aramark 1st Amd (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

18-066

AGREEMENT FOR UNIFORM LAUNDRY AND JANITORIAL SUPPLIES WITH ARAMARK

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of July, 2018, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Aramark a ("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, 2018 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform laundry and janitorial supplies 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 $98,346. The Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

Attachment: Aramark 18-066 (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

Note: Not required if Contractor provides written verification it has no employees.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

Attachment: Aramark 18-066 (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County and 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 Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public

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Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
Aramark
333 N. Sabre Dr.
Fresno, CA. 93727

COUNTY:
Mariposa County Public Works
4639 Ben Hur R d.
Mariposa, CA. 95338
209.966.5356

11. COMPLIANCE

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

Attachment: Aramark 18-066 (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

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

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Director of Public Works and Transportation. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

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

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

Attachment: Aramark 18-066 (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

16. NO WAIVER

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

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

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

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24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

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

Attachment: Aramark 18-066 (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

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

Funding Source:

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

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

Aramark

6/22/18

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Aramark 18-066 (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

6/7/2018

EXHIBIT "A"

COUNTY OF MARIPOSA

Department of Public Works

Uniform Rental, Laundry Supplies & Related Services Bid PWB 12-01

Thank you for allowing ***Aramark Uniform Services*** to bid your account. I will personally guarantee the type of service you have come to expect from this professional rental maintenance company. Prices are as follows:

	Piece Rate	Replacement Rates
Cotton Coveralls	$ 0.35	$ 16.00
Cotton Pants	$ 0.19	$ 10.00
Cotton Shirts	$ 0.18	$ 10.50
D/C Pants	$ 0.15	$ 8.50
D/C Shirts	$ 0.15	$ 7.00
D/C Coveralls	$ 0.30	$ 13.00
Rental Jackets	$ 0.75	$ 35.00
Xtra Suit	$ 1.00	
Special Size	$ 4.00	
Name Tags	$ 1.00	
Prep Charge	$ 0.50	
County Emblems	$ 2.25	
Allied Items		
3x4 Mats	$ 0.45	$ 25.00
Scraper Mats 3x5	$ 0.385	$ 55.00
DynaMat 3x5	$ 0.385	$ 55.00
4x6 Mats	$ 1.15	$ 45.00
3x10 Mats	$ 1.45	$ 55.00
4x 6 Steady Step Mats	$ 1.40	$ 65.00
3x10 Steady Step Mats	$ 1.55	$ 85.00
3 x 5 Coffee Mats	$ 1.00	$ 40.00
3x4 Welcome Mats	$ 0.55	$ 29.00
4x8 Welcome Mats	$ 0.65	$ 49.00
Air Freshener & Dispenser	$ 2.65	N/C
Roll Towel Cabinets	N/C	$ 55.00
Continuous Roll Towels	$ 1.00	$ 19.00
Dusters	$ 0.25	$ 4.50
Fender Covers	$ 0.35	$ 6.00
Glass Towels – Large	$ 0.04	$ 0.75
Huck Hand Towels	$ 0.05	$ 0.75
Liquid Soap	$ 2.00	N/A
24" Unframed DBLTRD Red Mops	$ 0.35	$ 9.00
36" Unframed DBLTRD Red Mops	$ 0.45	$ 11.00
Wet Mops	$ 0.85	$ 8.00
Mop Tool	N/C	$ 15.00
Dust Mop Tool	N/C	$ 12.00
Yellow B-grade Bath Towel	$ 0.18	$ 2.50
Red 18x18 Shop Towels	$ 0.03	$ 0.20
White 16x18 shop Towels	$ 0.03	$ 0.20
Soap Dispensers	N/C	$ 18.00
Soil Lockers	N/C	$ 325.00
Tissue Compact – White	$ 1.50	N/A
Towel Dispensers	N/C	$ 18.00
Coverall NOG	3.75	

Service Charge 3% Per Invoice

We believe you will find our service everything that it is represented to be, and we look forward to a continued successful business relationship with you

Paul Pinegar
District Manager

Attachment: Aramark 18-066 (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/2018

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
Willis of Pennsylvania, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME:
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Company of North Ameri	43575
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Aramark Uniform & Career Apparel, LLC
Including WearGuard and Crest Divisions
115 N. First Street
Burbank, CA 91502 USA

COVERAGES **CERTIFICATE NUMBER:** W6523663 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Liquor Liability X Vendors Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		HDO G27867340	10/01/2017	10/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ Included $ 5,000 $ 1,000,000 $ Unlimited $ Unlimited
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY X Self Insured X for AFD	Y		ISA H09060625	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C6441267A	10/01/2017	10/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

General Liability and Auto Liability policies are non-cancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability.

County, its officers, employees, volunteers, and agents are included as Additional Insureds per policy terms & conditions.

CERTIFICATE HOLDER

Mariposa County
4639 Ben Hur Rd
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 16332766 BATCH: 755682

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Pennsylvania, Inc.	NAMED INSURED Aramark Uniform & Career Apparel, LLC Including WearGuard and Crest Divisions 115 N. First Street Burbank, CA 91502 USA
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Above insurance is Primary and Non-Contributory to any other insurance as respects the liability arising out of Aramark's negligent act or omission.

ACORD 101 (2008/01)

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AUTOMATIC ADDITIONAL INSURED ENDORSEMENT

Named Insured			Endorsement Number
Aramark Services, Inc.			7
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H09060625	10/01/2017 TO 10/01/2018	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional condition:

1. The Limit of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event, shall the policy Limits of Insurance be increased by the contract.

2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.

3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured (s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

_____
Authorized Representative

Attachment: Aramark 18-066 (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

8. **Transfer of Rights of Recovery Against Others to Us.**

If an insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. However, where the Named Insured does not own, operate or control the insured, this condition will only require a reasonable attempt by the Named Insured to fulfill the condition. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive the right of recovery by reason of any liability incurred under this policy where you are required by an "insured contract" or where requested by the Corporate Risk Management Department of the first Named Insured in writing to waive such right of recovery.

Recovery shall include subrogation, contribution, indemnification and defense.

9. **When We do not Renew**

If we decide not to renew this policy, we will provide to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 120 days before the expiration date.

In the event of non-renewal, we will send written notice by certified or registered mail to the Senior Vice President of Global Risk Management of the first Named Insured at the address shown in this policy.

10. **Cancellation**

This policy cannot be canceled except for non-payment of premium. Cancellation means termination of the policy at any time prior to the expiration date, by either party.

In the event of non-payment of premium, this policy may be canceled by us by sending written notice by certified or registered mail to the Senior Vice President of Global Risk Management of the first Named Insured at the address shown in this policy, stating when not less than 15 days thereafter such cancellation shall be effective.

11. **In Rem**

With respect to watercraft, it is agreed that any "occurrence" otherwise covered by the policy resulting in an action "In Rem" by liability of any vessel owned, chartered, maintained or used by the insured shall in all respects be treated in the same manner as though the action resulting there from was "In Personam" against the insured.

SECTION V.
DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses through publishing, broadcasting, telecasting or other means of communication,:

   a. Oral or written publication of material that slanders, defames, disparages or libels a person or organization's goods, products or services;

   b. Oral or written publication of material that violates a person's right of privacy;

Attachment: Aramark 18-066 (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT

Named Insured			Endorsement Number
Aramark Services, Inc.			10
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H09060625	10/01/2017 to 10/01/2018	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERICIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTOMOBILE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS GENERAL LIABILITY POLICY
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

A. EARLIER NOTICE OF CANCELLATION

For any statutorily permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 90 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

B. EARLIER NOTICE OF NON-RENEWAL

If we decide not to renew this policy for any reason other than nonpayment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 90 days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

Authorized Representative

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Attachment: Aramark 18-066 (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

Workers' Compensation and Employers' Liability Policy

Named Insured ARAMARK SERVICES, INC. 1101 MARKET STREET GLOBAL RISK MANAGEMENT, 30TH FLOOR	Endorsement Number
	Policy Number Symbol: WLR Number: C6441267A
Policy Period 10-01-2017 TO 10-01-2018	Effective Date of Endorsement 10-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT

Paragraphs A. and B. below apply to all States shown in item 3.A. of the Information Page except as indicated below.

A. EARLIER NOTICE OF CANCELLATION

For any statutorily permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 90 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

B. EARLIER NOTICE OF NON-RENEWAL

If we decide not to renew this policy for any reason other than non payment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 90 days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

State Exceptions

ARIZONA	Not applicable - Paragraph A
NEW JERSEY	Not applicable
WISCONSIN	Not applicable

Authorized Agent

Attachment: Aramark 18-066 (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

Attachment: Aramark 18-066 (RES-2021-297 : Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Aramark Services, Inc.			Endorsement Number 12
Policy Symbol HDO	Policy Number G27867340	Policy Period 10/01/2017 TO 10/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization

1) Any person, organization or entity for whose protection and benefit the Named Insured has or shall have, by contract or agreement, agreed to procure liability insurance; or

2) Any person, organization or entity designated as an additional insured by a Certificate of Insurance.

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person, organization or entity shown in the Schedule above, but only with respect to liability arising out of the Named Insured's operations or work performed by the Named Insured or others acting on the Named Insured's behalf, or premises owned, managed or controlled by or rented to the Named Insured.

With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additionally, the coverage provided to the additional insured shall not exceed, and is limited by, the scope of coverage that the Named Insured has agreed by contract or agreement to procure for the Additional Insured.

This endorsement is issued by the Company designated in the Declarations.

All other provisions of the policy remain unchanged.

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MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-298

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Authorize Roads Equipment Procurement and Deem Replaced Equipment as Retired Surplus

---

RECOMMENDATION AND JUSTIFICATION:
Declare Backhoe Unit 2605 and Truck 2900 as Retired or Surplus Equipment; Authorize the Director Public Works & Transportation to Direct the Sale and Disposal of These Items at Public Auction; and Authorize the Purchase of a Replacement Backhoe and Truck in addition to Two (2) Skid Steer Packages with Attachments and Trailers.

The Replacement Equipment includes a Backhoe to replace a 2016 CAT 430E model that has reached its useful lifecycle both in age and operating hours and is consuming an increasing level of mechanical maintenance need which impacts the safe and functional operational needs of the Roads Division. Also to be replaced is a 2009 Ford F350 truck with 234,000 miles that was slated for replacement in 2017 but whose lifecycle was extended due to not showing signs of mechanical failure at the time but that is no longer the case. This vehicle will also be outfitted with a snow plow unit.

The Board passed the Fiscal Year (FY) 20/21 SB1 Project list that included the procurement of two (2) Skid-Steers with attachments and trailers which is also included in this procurement request.

All of the bids received were through Sourcewell which is a competitive bid platform available to governmental units for the procurement of rolling stock.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has traditionally allowed for the replacement of vehicles and equipment that have reached or exceeded normal lifecycle expediency and which no longer meet the safety, reliability, and dependability needs of the department.

The Board also previously approved the procurement of two skid steer equipment packages through the approval of the FY 20/21 SB1 Project list which has been accepted and approved by the State of CA.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Should this action not be approved the backhoe and truck will be removed from active service and the skid steer equipment will not be procured which will impact the effectiveness of the Division both in roadside vegetative management and road maintenance capabilities.

FINANCIAL IMPACT:
None, these procurements are funded through Roard Funding Sources without any impact to the General Fund.

ATTACHMENTS:
Roads Equipment Bids 5 2021 (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

CASE CONSTRUCTION

SEQUOIA EQUIPMENT COMPANY, INC.

3400 E. AMERICAN AVE - FRESNO, CA 93725-9382
P.O. BOX 2747 - FRESNO, CA 93745-2747
PHONE: (559) 441-1122
FAX: (559) 441-0454

Invoice #	001-0
Date	2/23/2021
Time	11:38 AM

PO #:	
Document #:	001-4053
Due Date:	3/10/2021

Salesman:	Cliff Domingues
Ship Via:	
Terms:	Net 10th

COUNTY OF MARIPOSA-FL.DP (10612)
4639 BEN HUR RD
MARIPOSA CA 95338
Contact: , (209) 966-2285

Wholegood Estimate

Reprint

Ship To:

Item Number / Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
EQUIPMENT QUOTE:									
NEW 590SN CASE BACKHOE TIER 4 FINAL	1.00	$122,275.00	$122,275.00		$122,275.00	$9,751.43	$132,026.43		

TRANSMISSION - 4WD Powershift H-Type Trans.
FRONT WHEELS - 14x17.5, 10PR
REAR WHEELS – 21L x24 10PR STD (R4)
BACKHOE - Extendahoe (EHOE)
FRONT BALLAST - Heavy Front CWT, Extndhoe
BACKHOE CONTROLS – Case Constrols w/Power Lift
BACKHOE AUXILIARY HYDRAULICS – 1-way/2way /CASE CONTROLS
BACKHOE COUPLER - HYDRAULIC PIN RELEASE Quick Coupler
STABILIZER PADS - Flip Over/Stabilizer Pads Comb
THYUMB OPTION - THUMB OPTION
LOADER BUCKET - 93" 4x1 Bucket w/cutting edges
ROLLOVER PROTECTIVE STRUCTURES - Cab, 2 Door with Heat and AC
RADIO OPTION – BLUETOOTH RADIO
SEAT BELT - Seat Belt, 3" retractable
COMFORT STEER - Comfort Steer
OPERATOR'S SEAT - Premium Air Susp. Heated
4WD Drive Shaft Guard - 4WD Drive Shaft Guard
BATTERY DISCONNECT/JUMP START - Battery Disconnect/Jump Start
LIGHTS - Standard Lights
COLD START BATTERIES - Cold Start Dual Battery
RIDE CONTROL - Auto Ride Control
TOOL BOX RH - Tool box
BUCKET - 12", 18", 24" AND 36"

TELEMATICS ON BOARD - CASE SiteWatch Telematics
TELEMATICS SERVICE - 3yr Advanced Tele Subscription

WARRANTY – 1 YEAR FULL MACHINE 2 YEAR 2,000/HOUR POWERTRAIN

Printed:2/23/2021 12:00 PM

Attachment: Roads Equipment Bids 5 2021 (RES-2021-298 : Authorize Roads Equipment Procurement and Deem Replaced Equipment as

CASE CONSTRUCTION

SEQUOIA EQUIPMENT COMPANY, INC.

3400 E. AMERICAN AVE - FRESNO, CA 93725-9382
P.O. BOX 2747 - FRESNO, CA 93745-2747
PHONE: (559) 441-1122
FAX: (559) 441-0454

Invoice #	001-0
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PO #:	
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Salesman:	Cliff Domingues
Ship Via:	
Terms:	Net 10th

COUNTY OF MARIPOSA-FL.DP (10612)
4639 BEN HUR RD

MARIPOSA CA 95338
Contact: , (209) 966-2285

Wholegood Estimate

Reprint

Ship To:

Item Number / Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship

Cash	Check/Check#	CC/CC Type	On Acct.	Mfg Credit	CIT	Deposit	Other
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

This offer to sell is good for a period of thirty days or less, if specified. Once accepted, it forms a binding sales agreement. There is no cooling-off period. Should you accept this offer in writing by executing this Wholegoood Estimate, where indicated below, and later decide to cancel your purchase, Sequoia will make a good faith effort to cancel the order to purchase with the manufacturer. However, should Sequoia not be able to cancel the order with the manufacturer, then your deposit is only refundable after the subject equipment is sold to a third party. All costs incurred by Sequoia in connection with this equipment/transaction will be accounted for and deducted from your deposit once the subject equipment is sold to a third party. Any remaining funds from the deposit will then be returned to you.

Summary of Charges	
$122,275.00	Taxable
$0.00	Non-Taxable
$122,275.00	Subtotal
$9,751.43	Sales Tax
$132,026.43	Total
$0.00	Amount Tendered
$0.00	Change Due

Exempt Tax Cert #:	
Expiration Date:	

Customer Signature	Date

Printed:2/23/2021 12:00 PM

Attachment: Roads Equipment Bids 5 2021 (RES-2021-298 : Authorize Roads Equipment Procurement and Deem Replaced Equipment as

THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95814
916-442-6931 fax 916-491-3138

S093020 1109

QUOTATION

Customer

Name BRAD
Address COUNTY OF MARIPOSA
City
Phone VIA EMAIL

Date 9/30/2020
REP PAT IRELAND
Phone 916-442-6931
FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	2021 FORD F350 4X2 REG CAB PICKUP	$25,935.00	$25,935.00
	STATE OF CALIFORNIA CONTRACT 1-18-23-20A		
	CLIN 28		
1	4X4	$2,910.00	$2,910.00
1	CREW CAB WITH 6 3/4 BED	$2,000.00	$2,000.00
1	XLT TRIM	$4,897.00	$4,897.00
-1	CARPET DELETE	$41.00	($41.00)
1	CLOTH BUCKET SEATS ARE STANDARD	$0.00	$0.00
1	HD ALTERNATOR	$97.00	$97.00
1	HD SERVICE SUSPENSION	$127.00	$127.00
1	POWER GROUP IS STANDARD	$0.00	$0.00
1	BACKUP CAMERA IS STANDARD	$0.00	$0.00
1	REAR WINDOW DEFROSTER IS STANDARD	$0.00	$0.00
1	REMOTE START SYSTEM	$248.00	$248.00
1	TRAILER BRAKE CONTROLLER	$274.00	$274.00
1	TRAILER TOW CAMERA SYSTEM	$834.00	$834.00
1	UPFITTER SWITCHES	$299.00	$299.00
1	VOICE ACTIVATED NAVIGATION	$1,034.00	$1,034.00
1	EXTRA KEY	$299.00	$299.00
1	DOC FEE	$85.00	$85.00
	6-3/4' BED QUOTED		
	MEDIUM EARTH GRAY INTERIOR		

	Subtotal	$38,998.00
	Delivery	$300.00
Taxes	7.75	$3,022.35
	CA Tire Tax	$8.75
	TOTAL	$42,329.10

Payment Details

- ○ Cash
- ◉ Check
- ○ Credit Card

Name
CC #
Expires

Office Use Only

$500 DISCOUNT WITH PAYMENT IN 20 DAYS

2900 Replacement Quote

Attachment: Roads Equipment Bids 5 2021 (RES-2021-298 : Authorize Roads Equipment Procurement and Deem Replaced Equipment as

SNOQUIP, INC.

3400 West Capitol Ave
West Sacramento, CA 95691-2112

Quote

Date	Quote #
4/26/2021	545

Name / Address
Mariposa County 4639 Ben Hur Road Mariposa, CA 95338

Rep	Project
ED	

Item	Description	Qty	U/M	Total
PLW 09403	9' Steel Moldboard Lot Pro	1	ea	1,754.90T
PLW 41610	PKG: LP SOS E73 7.5-9.0 LED	1	ea	4,808.74T
PLW 17195	mtg kit Ford F250-550 2017+	1	ea	652.53T
PLW 23080	MEYER PARK & TURN HARNESS	1	ea	175.00T
Discount	10% OFF GOVERNMENT BID ASSIST PROGRAM			-844.10
LABOR-[SHOP]	SERVICE LABOR HOURS (OPTIONAL INSTALLATION)	10	hr.	1,050.00
	Sales Tax - 2017~			507.40

Total $8,104.47

Attachment: Roads Equipment Bids 5 2021 (RES-2021-298 : Authorize Roads Equipment Procurement and Deem Replaced Equipment as

Sourcewell
Utility Tractors & Mowers - 062117
E and AG - 040319
UPA Arkansas 4600041718
UPA Delaware GSS-17673
Nebraska 14777 (OC)
Mississippi (CE Only) 820036654

SVL95-2SHFC WEB QUOTE #1933251
Date: 3/9/2021 3:00:25 PM
-- Customer Information --
Ziegenfuss, Mike
County of Mariposa
mziegenfuss@mariposacounty.org
209-966-5356

Quote Provided By
GARTON TRACTOR, INC.
Kim Bishop
700 S. Hwy 59
Merced, CA 95341
email: kbishop@gartontractor.com
phone: 2096207706

-- Standard Features --

Kubota

S Series SVL95-2SHFC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Final Tier 4 Certified Kubota Diesel Engine
Electronic Travel Torque Management System
Vertical Lift Path Loader Frame
Standard Front Quick Coupler, Float Standard
Hydraulic Quick Coupler Option
Loader Arm Self-Leveling
Loader Boom Lock
Open ROPS/FOPS
Optional enclosed and pressurized cab with A/C
High Back, Adjustable, Vinyl, Suspension Seat
2" Retractable Seat Belt And 2-Piece Seat Bar
23.1 gpm Auxiliary Hydraulics Standard, 40.0 gpm Option
Direct To Tank Return Line
Rigid Mounted Undercarriage, 5 Lower Track Rollers
High Grip Rubber Tracks, 17.7" Standard
Two Speed Travel System
Automatic Wet Disk Parking Brake
Kubota 4 Hydraulic Pump Load Sensing System
3 Variable Displacement Pumps,
1 additional piston pump for High Flow Option
Hydraulic Joystick Controls
ISO Operating Pattern
Dial Knob And Foot Throttle Controls
Skid Guard Engine Control
Automatic Glow Plugs
Key Switch Stop System
Self Bleed Fuel System
2 Front And 2 Rear Working Lights
Hour Meter, Engine Temperature, DEF, And Fuel Gauges And Warning Lights
Horn And Backup Alarm
Lockable DEF Tank Cap
Lockable Fuel Cap
Radio Ready on Enclosed Cabs

BASIC UNITS

SVL95-2SHFC, 17.7" Rubber Tracks,
A/C ROPS/FOPS Cab
Hydraulic Quick Coupler,
High Flow Auxiliary Hydraulics

OPERATIONAL DIMENSIONS

Operating Weight*, SVL95-2s, 17.7" Rubber Tracks,
Open ROPS/FOPS Cab,
Mechanical Quick Coupler 11,299 lbs.
Rated Operating Capacity (ROC) @ 35%
of Tipping Load complies with ISO 14397-1
and SAE J 818) 3,200 lbs.
Rated Operating Capacity (ROC) @ 50%
of Tipping Load 4,572 lbs.
Tipping Load 9,143 lbs.
Auxiliary Hydraulics Flow 23.1 / 40.0 gpm
Travel Speed (Low / High) 5.0 / 7.3 mph
Reach @ Maximum Height 40.7"
Height to Hinge Pin 128.6"
Ground Pressure 4.4 psi.
Traction Force 12,178 lbf.

* Includes operator's weight, 175 lbs.

ENGINE

V3800-Tier 4 Kubota Final Tier 4 Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
96.0 Gross HP @ 2400 rpm

DIMENSIONS

Cab Height 83.4"
Width (without attachment) 77.2"
Length (without attachment) 123.5"
Length of Track on Ground 65.6"

-- Custom Options --

SVL95-2SHFC Base Price:	$82,047.00
(1) SVL MULTIFUCTION CONTROLLER HANDLE S6699A-SVL MULTIFUCTION CONTROLLER HANDLE	$873.00
(1) SPECIAL APPLICATION DOOR KIT FOR CAB S6658-SPECIAL APPLICATION DOOR KIT FOR CAB	$3,095.00
(1) STROBE LIGHT KIT S6676-STROBE LIGHT KIT	$205.00
(1) REAR VIEW MIRROR KIT S6641-REAR VIEW MIRROR KIT	$22.00
(1) RETRACTABLE 3" SEAT BELT KIT K0926-RETRACTABLE 3" SEAT BELT KIT	$86.00
(1) HOSE GUIDE BRACKET FOR SVL75/SVL90 S6689-HOSE GUIDE BRACKET FOR SVL75/SVL90	$98.00
(1) 80" HEAVY DUTY LOW PROFILE LONG FLOOR BUCKET (20.9 CU-FT) W/CUTTING EDGE AP-HD80LLC-80" HEAVY DUTY LOW PROFILE LONG FLOOR BUCKET (20.9 CU-FT) W/CUTTING EDGE	$1,820.00
(1) AIR RIDE SEAT SUSPENSION KIT S6679-AIR RIDE SEAT SUSPENSION KIT	$541.00
Configured Price:	$88,787.00
Sourcewell Discount:	($21,308.88)
SUBTOTAL:	$67,478.12
Dealer Assembly:	$653.08
Freight Cost:	$710.00
PDI:	$250.00
AP-SA35-02-09-12-18 sub#2785 Skid Auger	$3,634.75
AP-DZ3096-32 sub#2785-1 Trip Edge Blade	$5,886.25
AP-CB2580-01-30 sub#2785-2 Combo Bucket	$3,972.00
AP-RG3080-21 sub#2784 Root Grapples	$3,802.75
AP-CP3048 sub#2784-1 Cold Planer	$31,408.00
AP-SW3018-6.0 sub#2784-2 Road Saw	$26,469.00
sales tax @ 7.750%	$11,180.46
Total Unit Price:	$155,444.41
Quantity Ordered:	1
Final Sales Price:	$155,444.41

Purchase Order Must Reflect the Final Sales Price

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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Attachment: Roads Equipment Bids 5 2021 (RES-2021-298 : Authorize Roads Equipment Procurement and Deem Replaced Equipment as

Sourcewell
Utility Tractors & Mowers - 062117
CE and AG - 040319
NJPA Arkansas 4600041718
NJPA Delaware GSS-17673
Nebraska 14777 (OC)
Mississippi (CE Only) 820036654

SVL95-2SHFC WEB QUOTE #1933239
Date: 3/9/2021 2:54:46 PM
– Customer Information –
Ziegenfuss, Mike
County of Mariposa
mziegenfuss@mariposacounty.org
209-966-5356

Quote Provided By
GARTON TRACTOR, INC.
Kim Bishop
700 S. Hwy 59
Merced, CA 95341
email: kbishop@gartontractor.com
phone: 2096207706

– Standard Features –

Kubota

S Series SVL95-2SHFC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES
Final Tier 4 Certified Kubota Diesel Engine
Electronic Travel Torque Management System
Vertical Lift Path Loader Frame
Standard Front Quick Coupler, Float Standard
Hydraulic Quick Coupler Option
Loader Arm Self-Leveling
Loader Boom Lock
Open ROPS/FOPS
Optional enclosed and pressurized cab with A/C
High Back, Adjustable, Vinyl, Suspension Seat
2" Retractable Seat Belt And 2-Piece Seat Bar
23.1 gpm Auxiliary Hydraulics Standard, 40.0 gpm Option
Direct To Tank Return Line
Rigid Mounted Undercarriage, 5 Lower Track Rollers
High Grip Rubber Tracks, 17.7" Standard
Two Speed Travel System
Automatic Wet Disk Parking Brake
Kubota 4 Hydraulic Pump Load Sensing System
3 Variable Displacement Pumps,
1 additional piston pump for High Flow Option
Hydraulic Joystick Controls
ISO Operating Pattern
Dial Knob And Foot Throttle Controls
Stall Guard Engine Control
Automatic Glow Plugs
Key Switch Stop System
Self Bleed Fuel System
2 Front And 2 Rear Working Lights
Hour Meter, Engine Temperature, DEF, And Fuel Gauges And Warning Lights
Horn And Backup Alarm
Lockable DEF Tank Cap
Lockable Fuel Cap
Radio Ready on Enclosed Cabs

BASIC UNITS
SVL95-2SHFC, 17.7" Rubber Tracks,
A/C ROPS/FOPS Cab
Hydraulic Quick Coupler,
High Flow Auxiliary Hydraulics

OPERATIONAL DIMENSIONS
Operating Weight*, SVL95-2s, 17.7" Rubber Tracks,
Open ROPS/FOPS Cab,
Mechanical Quick Coupler 11,299 lbs.
Rated Operating Capacity (ROC) @ 35%
of Tipping Load complies with ISO 14397-1
and SAE J 818) 3,200 lbs.
Rated Operating Capacity (ROC) @ 50%
of Tipping Load 4,572 lbs.
Tipping Load 9,143 lbs.
Auxiliary Hydraulics Flow 23.1 / 40.0 gpm
Travel Speed (Low / High) 5.0 / 7.3 mph
Reach @ Maximum Height 40.7"
Height to Hinge Pin 128.6"
Ground Pressure 4.4 psi.
Traction Force 12,178 lbf.

* Includes operator's weight, 175 lbs.

ENGINE
V3800-Tier 4 Kubota Final Tier 4 Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
96.0 Gross HP @ 2400 rpm

DIMENSIONS
Cab Height 83.4"
Width (without attachment) 77.2"
Length (without attachment) 123.5"
Length of Track on Ground 65.6"

– Custom Options –

SVL95-2SHFC Base Price:	$82,047.00
(1) SVL MULTIFUCTION CONTROLLER HANDLE S6699A-SVL MULTIFUCTION CONTROLLER HANDLE	$873.00
(1) SPECIAL APPLICATION DOOR KIT FOR CAB S6658-SPECIAL APPLICATION DOOR KIT FOR CAB	$3,095.00
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(1) HOSE GUIDE BRACKET FOR SVL75/SVL90 S6689-HOSE GUIDE BRACKET FOR SVL75/SVL90	$98.00
(1) 80" HEAVY DUTY LOW PROFILE LONG FLOOR BUCKET (20.9 CU-FT) W/CUTTING EDGE AP-HD80LLC-80" HEAVY DUTY LOW PROFILE LONG FLOOR BUCKET (20.9 CU-FT) W/CUTTING EDGE	$1,820.00
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AP-DZ3096-32 sub#2785-1 Trip Edge Blade	$5,886.25
AP-CB2580-01-30 sub#2785-2 Combo Bucket	$3,972.00
AP-RG3080-21 sub#2784 Root Grapple	$3,802.75
sales tax @ 7.750%	$6,694.99
Total Unit Price:	$93,081.94
Quantity Ordered:	1
Final Sales Price:	$93,081.94

Purchase Order Must Reflect the Final Sales Price

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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Attachment: Roads Equipment Bids 5 2021 (RES-2021-298 : Authorize Roads Equipment Procurement and Deem Replaced Equipment as

700 S. Hwy 59
Merced, CA 95341
(209) 726-4600
Fax (209)726-5122

GARTON TRACTOR INC. Since 1954

Quality People Quality Products®

1-877-TRACTOR

(1-877-872-2867)

www.GartonTractor.com

QUOTE

Buyer: Mariposa Co
Address:
City, State:
Date: 3/11/2021
Zip:
Invoice No. Date:
Phone #:
Fax:
E-Mail:
Sales Tax District: MARIPOSA CO.
P.O. #

New/ Used	Make	Model	Serial #	Stock #	Description	Amount
New	Loftness	61BSS44B2			Battle axe mastictor, 61" cutting path, with 1 extra set teeth	$33,341.70
New	Loftness	61BSS44B2			Battle axe mastictor, 61" cutting path, with 1 extra set teeth	$33,341.70
New	Paladin	30945			48" pallet forks with QA mount	$1,250.00
New	Landpride	AP-SSG2524			25 series stump grinder, FF couplers, 14 pin harness, case drain	$7,240.00
					Government discount	-$16,400.00

TRADE-INS: Buyer Certifies Below Trade-Ins to be free of encumbrances except as noted.

Year	Make	Model	Serial #	Stock #	Description	Trade- In Allowance

Trade-In Allowance: *Amount Owing:* *Net Trade-In Allowance:*

Freight:	$1,990.00
Subtotal:	$60,763.40
Tax Rate: 7.750%	$4,709.16
Calif. Tire Fee:	$-
Extended Coverage:	
UCC/DOC Fee:	
Total Delivered Price:	$65,472.56

"Trade-In's must be turned in or picked up no later than 5 days after delivery of purchased equipment."

Financing Terms:

Trade-In Allowance
Less Cash Down Payment*
Total Down Payment
Unpaid Balance $65,472.56
PD Insurance:
Other Charges:
AMOUNT FINANCED OR DUE ON DELIVERY $65,472.56

Notes

Warranty:

Extended Coverage:

Availability:

WE appreciate your business!

Kim Bishop kbishop@gartontractor.com
(209) 620-7706

****Quotes are subject to change by availability or manufacturer programs****

QUOTE

Attachment: Roads Equipment Bids 5 2021 (RES-2021-298 : Authorize Roads Equipment Procurement and Deem Replaced Equipment as

Date 5/4/2021

Bonander Trailer
www.bonandertrailer.com
4401 N Golden State Blvd
Turlock CA 95382
209.668.3340

For: Mariposa County Public Works
Address: 4639 Ben Hur Rd Mariposa CA 95338
Phones 209.742.1141 **E-Mail:** bjouett@mariposacounty.org

Type	Tilt	**Color**	Black	**STOCK #:**	special order
Model	T-16DT	**Deck Material**	Nominal Oak	**VIN#**	TBD
Mfg	Towmaster	**Axle Quantity**	2	**Mfg. GVWR**	lbs.
Width	82"	**Axle Size**	8,000	**Approx. Curb Weight**	lbs.
Length	16+6	**Axle w/Brakes**	2	**Approx. Payload**	16000 lbs.
Height		**Brake Type**	Electric		

#	Description	Qty.	Base Price		
1	New Towmaster T-16DT 16+6 tilt trailer	1	$13,107.00	$	$13,107
2	Dealer prep/assembly	1	$499.00	$	499.00
3	Upgrade to pwer up/down tilt	1	$2,350.00	$	2,350.00
4	Sourcewell ID#: 45083			$	
5				$	
6				$	-
7				$	-
8				$	-
9				$	-
10				$	-
11				$	-
12				$	-
13				$	-
14				$	
15				$	
16				$	-
17				$	-
18				$	-
19				$	-

Notes:

Total Of Options:	$	15,956.00	
Total Base & Options:	$	13,606.00	
Freight			
Misc.	$		
Trailer Subtotal	$	13,606.00	
Doc Fee	$	85.00	
7.75%	$	1,061.05	Tax
Transfer		Exempt	
CA Tire Fee	$	7.00	
Deposit			
Labor			
Delivery			
TOTAL AMOUNT	**$**	**14,759.05**	

Total Amount	$ 14,759.05
Deposit	
Balance	$ 14,759.05

are estimates only and cannot be guaranteed by Bonander Trailer. Deposits are non refundable. Any modifications to this proposal must be in writing.

Accepted By:

Signature: **Date:**

Attachment: Roads Equipment Bids 5 2021 (RES-2021-298 : Authorize Roads Equipment Procurement and Deem Replaced Equipment as

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-299

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: 2021-2022 FY Dietary Services Agreement for Adult Detention Facility

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Trinity Services Group to Provide Dietary Services at the Mariposa County Adult Detention Facility in an Amount Not To Exceed $230,253.24; and Authorize the Board of the Supervisors Chair to Sign the Agreement.

The Mariposa County Sheriff's Office Adult Detention Facility Division currently contracts with Trinity Services Group to provide dietary services for inmates housed at the Mariposa County Adult Detention Facility. The current agreement expires on June 30, 2022. The new agreement shows an increase of 3.5% per meal from the previous agreement. This increase was appropriately budgeted for the dietary services in the 2021-2022 requested budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board adopted Resolution 14-123 on March 18, 2014, approving the original agreement with Trinity Services Group to provide dietary services for the Adult Detention Facility.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved, the Mariposa County Sheriff's Office Adult Detention Facility Division would need to seek an agreement with an alternate service provider to provide inmate meals.

FINANCIAL IMPACT:
An amount of $230,253.24 for this Agreement has been included in Requested 2021-2022 budget.

ATTACHMENTS:
Trinity 21-22 sigle signature (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# 11803

AGREEMENT FOR INMATE FOOD SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Trinity Services Group, Inc., a Florida corporation with the principle offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("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 food services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $230,253.24. Contractor's price per meal are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit 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: Trinity 21-22 sigle signature (RES-2021-299 : 2021-2022 FY Dietary Services Agreement for Adult Detention Facility)

(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.

Attachment: Trinity 21-22 sigle signature (RES-2021-299 : 2021-2022 FY Dietary Services Agreement for Adult Detention Facility)

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

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

(8) 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.

Attachment: Trinity 21-22 sigle signature (RES-2021-299 : 2021-2022 FY Dietary Services Agreement for Adult Detention Facility)

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Trinity Service Group, Inc.
Attn: Legal Department
477 Commerce Boulevard
Oldsmar, FL 346677-3018
Fax: (813)855-2330

COUNTY:
Sheriff's Office c/o Jail Commander
County of Mariposa
P.O.Box 727
Mariposa, CA 95338
Fax: (209)742-4975

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

Attachment: Trinity 21-22 sigle signature (RES-2021-299 : 2021-2022 FY Dietary Services Agreement for Adult Detention Facility)

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 90 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

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

Attachment: Trinity 21-22 sigle signature (RES-2021-299 : 2021-2022 FY Dietary Services Agreement for Adult Detention Facility)

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: Trinity 21-22 sigle signature (RES-2021-299 : 2021-2022 FY Dietary Services Agreement for Adult Detention Facility)

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: Trinity 21-22 sigle signature (RES-2021-299 : 2021-2022 FY Dietary Services Agreement for Adult Detention Facility)

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

David M. Miller
Chief Operating Officer

COUNTERSIGNED:
(Government Code §25103)

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Trinity 21-22 sigle signature (RES-2021-299 : 2021-2022 FY Dietary Services Agreement for Adult Detention Facility)

Exhibit A
SCOPE OF WORK

WHEREAS, Client requires inmate food services at the Mariposa County Jail; and

WHEREAS, Trinity is in the business of providing food services for correctional institutions and is ready, willing and able to provide the necessary inmate food services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent subcontractor, the exclusive right to operate inmate food services at the Mariposa County Jail, located at 5379 Highway 49 North, Mariposa CA 95338 (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services"). Staff and other persons may be served but Trinity's rights to serve staff and others shall not be exclusive.

SECTION 2. TRINITY'S RESPONSIBILITIES

2.1 Pursuant to the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and Products of good quality at prices as agreed upon by the parties. Such Services shall meet or exceed the requirements and standards set forth in the California Minimum Standards for Local Detention Facilities, Title 15, regarding food services.

2.2 Trinity agrees to pay federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. Except on circumstances in which Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes. Trinity also agrees: (i) to comply with PREA standards; (ii) to comply with all federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; and (iv) meet all guidelines as prescribed by the American Correctional Association. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits and food handler's cards, shall be a cost of Business and will be charged to the operation of the Business.

Attachment: Trinity 21-22 sigle signature (RES-2021-299 : 2021-2022 FY Dietary Services Agreement for Adult Detention Facility)

2.3 Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper local, state, or federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by Client. All persons employed by Trinity will be employees of Trinity, and not of Client, and will be covered by employee dishonesty coverage. Client may refuse access to any Trinity employee. Trinity shall be solely responsible for all employees and hereby indemnifies Client from any liability for such obligation. Trinity agrees to comply with applicable federal, state, and local laws and regulations pertaining to wages and hours of employment.

2.4 Trinity shall perform all necessary cleaning in the food service equipment and the food service preparation areas, and the floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

2.5 All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial agreements set forth in Exhibit B. The cost of such inspection, examination, and audit will be at the sole expense of Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed confidential information and shall be subject to the terms of section 12 herein.

2.6 Trinity agrees that Trinity's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

2.7 Trinity agrees to be responsible for the repair and/or replacement of any equipment lost or damaged due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of Client as defined in Section 3.

2.8 In connection with the services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's obligations.

Attachment: Trinity 21-22 sigle signature (RES-2021-299 : 2021-2022 FY Dietary Services Agreement for Adult Detention Facility)

SECTION 3. CLIENT'S RESPONSIBILITIES

3.1 Client shall, without cost to Trinity, provide the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, all utilities, including but not limited to, the following; heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

3.2 Client shall, at its own cost and expense, provide all necessary small wares, basic kitchen food preparation equipment, facilities, and floor space as mutually agreed is necessary for the efficient provisions of Trinity's Services hereunder. Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous or inefficient to operate, Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate, Client shall, if applicable, pay the cost of all paper products used during such time period. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by Client.

3.3 Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all scrubbing, mopping and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between Client and Trinity.

3.4 Client shall not, during the term of this Agreement nor for one (1) year thereafter, solicit to hire, hire, or contract with any Trinity employee, manager, director, or officer. Employee shall collectively mean employees of Trinity, its parent and affiliated companies. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such employee.

3.5 Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

Attachment: Trinity 21-22 sigle signature (RES-2021-299 : 2021-2022 FY Dietary Services Agreement for Adult Detention Facility)

Exhibit B
COST PROPOSAL

I. PRICE PER MEAL

Client shall pay Trinity $**3.3647** per meal with a minimum of fifty (50) meals per meal service (breakfast, lunch and dinner), regardless of meal count that is under 50 meals. The Client shall pay Trinity $**3.3647** per meal service (breakfast, lunch and dinner) for all meals over fifty (50) up to fifty-eight (58) meals per meal service (breakfast, lunch and dinner) to be determined by the actual meal count over 50 meals. To the extent Trinity's receipts are less than Trinity's costs and expenses, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom. In the event this Agreement is extended, meal prices shall be adjusted annually, effective July 1 of each year, by an amount equal to: (i) the change in the Bureau of Labor Statistics, Consumer Price Index, and Food Manufactured. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract anniversary date and shall be communicated to the Client not less than thirty (30) days prior to the effective date of the new prices.

In addition, in the event of material unanticipated cost changes, whether in (i) federal, state or local sales, payroll based or other taxes, labor employee benefits, merchandise or equipment or (ii) the minimum wage rate or enacting regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity having jurisdiction over the parties, it is agreed that Trinity shall have the right to request an adjustment of it's per meal prices to reflect impact of the cost changes. If other material conditions change due to causes beyond Trinity's control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decrease in inmate population or the availability of inmate labor, efforts to organize labor or changes in federal, state or local standards or regulation including any applicable Child Nutrition Program standards or other unforeseen conditions beyond Trinity's control, it is agree that Trinity shall have the right to request adjustment of its per meal prices to reflect the impact of the change in circumstances.

II. PAYMENT TERMS

Trinity shall invoice Client each month, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding month. Client shall pay the invoice amount within thirty (30) days of the date of receipt of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving ninety (90) days prior written notice to Client.

Attachment: Trinity 21-22 sigle signature (RES-2021-299 : 2021-2022 FY Dietary Services Agreement for Adult Detention Facility)

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by Client.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Service at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

Attachment: Trinity 21-22 sigle signature (RES-2021-299 : 2021-2022 FY Dietary Services Agreement for Adult Detention Facility)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Proclaim May 31 - June 6, 2021 as "Flavored Tobacco Education and Advocacy Week"

RECOMMENDATION AND JUSTIFICATION:
Proclaim May 31 - June 6, 2021 as "Flavored Tobacco Education and Advocacy Week" (Board Chair).

More than four out of five young adults between the ages of 18 and 24 who report using tobacco note that their first product was flavored. Unfortunately, flavored tobacco is becoming increasingly appealing to children and teens with the availability of flavors like apple, strawberry, bubblegum, and candy.

The teen volunteers of the Mariposa Chapter of Friday Night Live stand dedicated in their efforts to address this wide-spread health issue and request that the Board issue this Proclamation, the first in the nation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has, historically, proclaimed other events to shine light on similar important issues.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The consequence of a negative action would be the missed opportunity to recognize an important issue.

ATTACHMENTS:
Flavored Tobacco Education and Advocacy Week (PDF)
Friday Night Live_Club Live Report to BOS (PDF)

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

The Mariposa County Board of Supervisors

proclaims

the Week of May 31 to June 6, 2021

as

"Flavored Tobacco Education and Advocacy Week"

WHEREAS vaping flavored tobacco products has been proven to be both harmful and addictive; and

WHEREAS, among students who reported they were currently using a tobacco product, 73% of high school students and 57% of middle school students reported using flavored products; and

WHEREAS more than four out of five young adults ages 18 to 24 who have ever used **tobacco** reported that their first product was **flavored**; and

WHEREAS in 2021, 83% of 230 Mariposa County High School students reported that flavored tobacco products are more appealing to children and teens than unflavored tobacco products; and

WHEREAS since 2018, vaping has increased 218% among middle school aged youth and 135% among high school aged youth; and

WHEREAS many parents may be unaware of the fact that 93.8% of students are successful when buying vaping products online; and

WHEREAS in 2021, 55% of 230 Mariposa County High School students reported that they are most likely to see advertisements for flavored tobacco online and on television; and

WHEREAS limiting access to flavored tobacco products can reduce youth use of, and addiction to, tobacco products; and

WHEREAS it is critical to the health, safety and well-being of our local youth that they are educated and made aware of the dangers associated with flavored tobacco use; and

WHEREAS Mariposa Safe Families, the Mariposa Chapter of Friday Night Live, and our partner agencies are dedicated to the well-being of all students and youth we serve; and

WHEREAS the Board of Supervisors commends and supports the efforts of the Mariposa Chapter of Friday Night Live to eliminate access to flavored tobacco products by youth, as well as educating the Mariposa community on the dangers associated with using flavored tobacco.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the week of **May 31st to June 6, 2021** as **"Flavored Tobacco Education and Advocacy Week."**

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 25th day of May 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: Flavored Tobacco Education and Advocacy Week (2021-62 : Proclaim May 31 - June 6, 2021 as "Flavored Tobacco Education and

MARIPOSA COUNTY Friday Night live PARTNERSHIP

Mariposa Safe Families

Mariposa County Child Abuse Prevention Council

Mariposa County Friday Night Live Partnership (MCFNLP) Report May, 2021

P.O. Box 545

4983 8th Street, Mariposa, CA 95338

www.mariposasafefamilies.org

(209)966-2211

Attachment: Friday Night Live_Club Live Report to BOS (2021-62 : Proclaim May 31 - June 6, 2021 as "Flavored Tobacco Education and

California Friday Night Live Partnership (CFNLP)

"The California Friday Night Live Partnership (CFNLP) supports the successful implementation of the county programs that receive funding from the California Department of Health Care Services (DHCS). While there are a variety of programs and funding opportunities to support them, all programs share a common foundation-they are built on youth development principles and practices. From county to county, the organization that houses Friday Night Live (FNL) programs may vary: County Mental Health, County Offices of Education, and nonprofits all successfully house and support FNL programs. While all programs are youth driven and led, the program focus and ages served may vary" -CFNLP Programs

Friday Night Live (FNL) | High school-age youth working in partnership with adults

Club Live (CL) | Middle school-age youth working in partnership with adults

Friday Night Live Kids (FNLK) | 4-6th-grade youth focusing on refusal & leadership skills

Friday Night Live Mentoring (FNLM) | Focuses on a structured, one-to-one mentoring model with high school students as mentors to middle school students as proteges.

FNLM is not currently funded by DHCS, but is implemented through local funding sources.

The California Youth Council is a coalition of FNL youth representing counties across California, convening to provide youth voice to the CFNLP, help move state-level issues that affect young people and inform and support the implementation of the FNL Youth Summit.

Attachment: Friday Night Live_Club Live Report to BOS (2021-62 : Proclaim May 31 - June 6, 2021 as "Flavored Tobacco Education and

CFNLP Mission Statement and Key Details

"Friday Night Live builds partnerships for positive and healthy youth development which engage youth as active leaders and resources in their communities."

☆Developed in 1984☆

☆Staff and office housed in Visalia, CA☆

☆52 California counties engaged☆

☆Various programs engage over 25,000 youth statewide☆

In Person Youth Summits (Pre- COVID)

Virtual Youth Summits

Webinar Trainings for Adult and Youth Partners

Monthly Virtual Statewide Meetings

Youth Presentation Opportunities

Attachment: Friday Night Live_Club Live Report to BOS (2021-62 : Proclaim May 31 - June 6, 2021 as "Flavored Tobacco Education and

MCFNLP Advisor/ Youth Coordinator/ Adult Ally
Heather Livingston

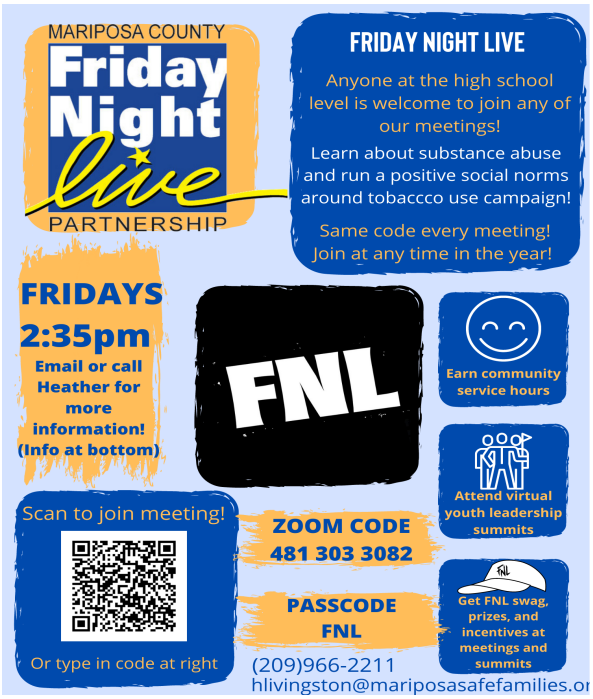
Heather Livingston is the Youth Coordinator at Mariposa Safe Families where she advises both sites in the MCFNLP. She is a 2020 graduate of Mariposa County High School and participated in Club Live (CL) and Friday Night Live (FNL) for 7 years prior to graduating. Heather represented Mariposa County on the California Youth Council (CYC) that planned youth summits and other activities for the state. While in the CYC during high school, she received the same level of training that adult partners within the FNL system receive. This prepared her to hit the ground running when shifting from a youth partner to an adult ally within the MCFNLP.

Attachment: Friday Night Live_Club Live Report to BOS (2021-62 : Proclaim May 31 - June 6, 2021 as "Flavored Tobacco Education and

Mariposa County Friday Night Live Partnership

Mariposa County features two FNL programs (Friday Night Live and Club Live) and both programs are overseen by Mariposa Safe Families. Both chapters are “joint” sites, meaning any youth at any school in Mariposa County is permitted to participate rather than just one school. This is why each site is referred to as Mariposa County Friday Night Live (MCFNL) and Mariposa County Club Live (MCCL). All enrolled students are passionate and determined in the work that they do. The youth meet weekly in an effort to strategize and implement programs and services to assist our local youth community!

☆MCFNL consists of 7 high school level youth members/ partners☆



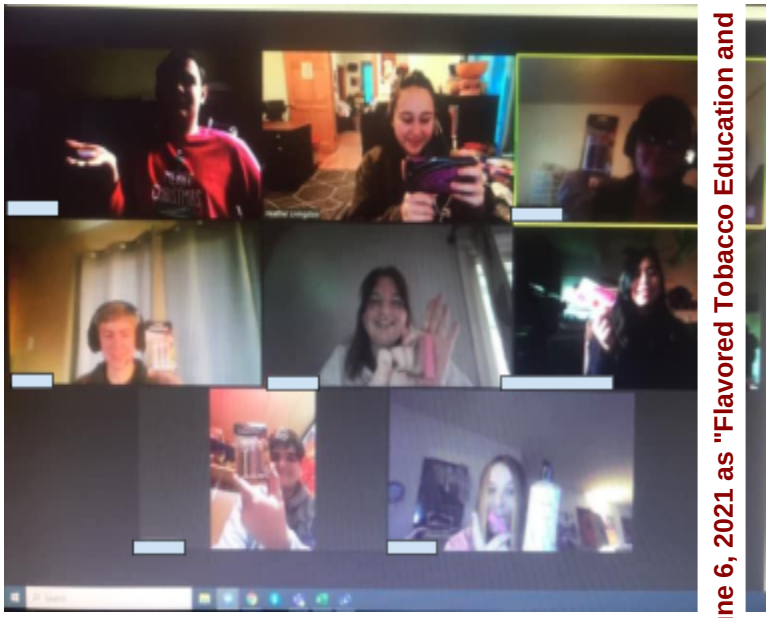
☆MCCL consists of 3 middle school level youth members/ partners☆

Attachment: Friday Night Live_Club Live Report to BOS (2021-62 : Proclaim May 31 - June 6, 2021 as "Flavored Tobacco Education and

Advocacy Activities and Efforts 2020/2021

Youth have been attending meetings, trainings, and summits virtually on Zoom since the start of the COVID 19 pandemic.

The photo on the right was taken at the FNL Christmas party where youth received gifts for all of their hard work and time that they put in during the 2020 Fall semester and serves as a great example of the virtual meeting space for the group.



Youth have participated in trainings on various subjects around advocacy work and skill building both inside and outside of regularly scheduled meetings. The CFNLP hosts webinars ranging in topics for youth; FNL and CL youth have attended webinars this year ranging from tips on speaking to elected officials to vaping education. Youth have also participated in trainings regarding graphic design, presentation skills, flavored tobacco products, and more that were developed and led by MSF's Youth Coordinator in order to expand knowledge and skill sets of youth.

☆The CFNLP hosted three different youth summits at the end of 2020, and MCFNL had youth representatives, as well as attendance by MSF's Youth Coordinator at each one☆

- Dare to Lead FNL Youth Summit (10/17/2020)- 4 FNL youth attendees
- Underage Drinking Prevention FNL Youth Summit (11/21/2020)- 2 FNL youth attendees
- Tobacco Advocacy FNL Youth Summit (12/05/2020)- 3 FNL Youth Attendees

Attachment: Friday Night Live_Club Live Report to BOS (2021-62 : Proclaim May 31 - June 6, 2021 as "Flavored Tobacco Education and

Community Outreach

Mariposa Safe Families' Trunk or Treat Halloween Event

Prior to the event, youth decided on a Peanuts themed trunk. Everyone participating wore homemade sheet ghost costumes that youth worked on at the MSF office the week before Halloween.

While handing out candy, youth offered flyers to their peers that filtered through and answered any questions asked. This was a key event for outreach and recruitment, so youth were very adamant about getting information about FNL out.

In order to help out businesses downtown with foot traffic and promote a COVID safe Halloween night, youth also handed out signs to business owners that allowed them to indicate whether they would be giving out candy or not.

Mariposa Safe Families Safe at Home Event

Youth helped set up, ran a booth, and cleaned up at Mariposa Safe Families' Safe at Home event. Youth actively recruited for FNL and CL by giving out new and updated flyers. They also asked the public "trivia like" questions on alcohol and tobacco abuse. This event was the perfect opportunity for youth to implement work on alcohol prevention, outside of the project plan around flavored tobacco education that is being completed this year. People who asked questions got to spin a wheel and win FNL swag and other prizes. Youth set out the Easter baskets that they received as incentives, in order to show other youth that if they join, their hard work will be noticeably appreciated.

Attachment: Friday Night Live_Club Live Report to BOS (2021-62 : Proclaim May 31 - June 6, 2021 as "Flavored Tobacco Education and

2020/2021 Tobacco Advocacy Project:
Keeping Flavored Tobacco out of the hands of Mariposa Youth!

Annually, at the beginning of the Fall semester, Mariposa County High School youth and MSF's youth coordinator prepare a three step advocacy campaign on a specific prevention topic. For the 2020/2021 year, it was decided that this year's main campaign focus will be flavored tobacco education, and that both FNL and CL sites will run the same campaign with a few differences in detail.

The three step plan starts out with disseminating a survey on flavored tobacco products out at the Mariposa County High School in order to gather youth opinions on the matter. This survey was developed by the CFNLP in partnership with UC Merced, and was distributed in mid March and closed at the end of April. In the month and a half that the survey was active, 231 Mariposa County High School students responses were recorded. Both FNL and CL sites plan on utilizing the survey data gathered from MCHS youth for future prevention projects.

The second step of the project is for FNL youth to give a presentation to the Mariposa County Board of Supervisors and CL youth to give a presentation to the Mariposa Child Abuse Prevention Council on the survey findings, in hopes to educate them and the general public on the facts and youth opinions on the subject of flavored tobacco products. A sneak peak into the content of the youth presentation is below.

The third and final step is to merely reach for a proclamation from both of these boards. Youth understand that when asking for proclamations that they will not always be given. All of the local FNL chapter youth are passionate about keeping flavored tobacco products out of the hands of local youth. As long as they put in the work for an attempt, this step will be considered as completed. As always, youth are hoping to successfully complete this project and they are working hard alongside MSF's Youth Coordinator in hopes of securing these proclamations before the close of the 2020/2021 school year.

Attachment: Friday Night Live_Club Live Report to BOS (2021-62 : Proclaim May 31 - June 6, 2021 as "Flavored Tobacco Education and

Youth Quotes from Mariposa County Youth

"When I first heard about FNL, I wasn't completely interested in it until I went to my first meeting and my first online summit. I had tons of fun and learned so many things. I tried to get some more people to join but they weren't interested so I just thought to myself "that was their loss". This program is very helpful, it helps us youth have education about not only tobacco and alcohol use, but also substance abuse. FNL activities and projects are a great way to spread word to peers and give back to the community. This past year FNL has shown me ways to talk about certain topics with full confidence and has given a wonderful opportunity to not only me, but other youth as well to help make our community better".

- 9th grade, 15 years old, 1 year in FNL

"When I first joined FNL I wasn't really sure what to expect from the club itself since I had first joined because of a friend of mine. After seeing that the club not only helped bring in different ideas to help improve our community, but also helped the students within the club build up skills of their own I decided to stick with it. Over the years of being in the club it has allowed me to not only to help my community but also improve skills that will help me in the long run. It is a really amazing club to be in because everyone has the choice to make their voices heard and the ability to make a change in the community."

- 12th grade, 17 years old, 3 years in FNL

Mariposa Safe Families

MARIPOSA COUNTY Friday Night live PARTNERSHIP

On behalf of the Mariposa Friday Night Live Partnership and Mariposa Safe Families, we thank the Mariposa County Board of Supervisors for your ongoing support and appreciate your dedication to supporting the efforts of Mariposa Friday Night Live and Club Live Students.

Attachment: Friday Night Live_Club Live Report to BOS (2021-62 : Proclaim May 31 - June 6, 2021 as "Flavored Tobacco Education and

MARIPOSA COUNTY

Air Pollution Control Officer · (209) 966-3689

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Eric Sergienko, County Health Officer/APCD Officer

RE: Accept Grant Agreement G20-CAPP-15 and Authorize the APCD Chair to Sign the Grant Agreement

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Grant Agreement G20-CAPP-15 for AB 617 Community Air Protection Program Funding (Fiscal Year 20/21) in an Amount Not to Exceed $10,813; and Authorize the Air Pollution Control District (APCD) Chair to Sign the Agreement.

This Grant Award provides funding to implement the Community Air Protection Program consistent with the goals of Assembly Bill 617 (Chapter 136, Statutes of 2017). Some examples of how these funds may be used include but are not limited to: Funds for implementation pursuant to Assembly Bill 617 may support selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for requiring best available retrofit control technology, and developing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process, determining the proportional contribution of sources to air pollution exposure, developing rules, staff support, collecting data and reporting and other related tasks. For those air districts with communities selected by the CARB Board pursuant to Assembly Bill 617, these funds must be prioritized to support the required development and implementation of their Community Emissions Reduction Program(s) and/or Community Monitoring Plan(s).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This grant agreement is for additional Air Protection activities related to AB617.

The Board ratified previous grant agreement to implement AB617 activities on May 5, 2020 by Resolution APCD-2020-5 and June 16, 2020 by APCD-2020-7

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve the grant agreement, we would forego this grant funding opportunity.

FINANCIAL IMPACT:
These activities will be funded by the $10,813 grant agreement. There is no impact to the county general fund.

ATTACHMENTS:

Air Pollution Control District 2021-4

Cover Letter_Mariposa_County_Air_Pollution_Control_District (PDF)
G20-CAPP District Grants Exhibit A (PDF)
G20-CAPP District Grants Exhibit B (PDF)
G20-CAPP-15 Coversheet Mariposa County APCD Final Legal signature (PDF)

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

CALIFORNIA AIR RESOURCES BOARD

Gavin Newsom, Governor
Jared Blumenfeld, CalEPA Secretary
Liane M. Randolph, Chair

May 11, 2021

Mr. Eric Sergienko
Air Pollution Control Officer
Mariposa County Air Pollution Control District
5085 Bullion Street
Mariposa, California 95338
esergienko@mariposacounty.org

Dear Mr. Sergienko:

I am pleased to inform you that Mariposa County Air Pollution Control District has been approved for a grant under the Community Air Protection Program for Fiscal Year 2020-2021 from funding provided by Senate Bill 74 (Chapter 6, Budget Act of 2020). This grant award is for related expenses necessary to implement Assembly Bill 617 (C. Garcia, Chapter 136, Statutes of 2017). The grant award amount is consistent with the allocation approved by the California Air Pollution Control Officers Association (CAPCOA), as provided to California Air Resources Board (CARB) by Tung Le, Executive Director, CAPCOA. Enclosed for your consideration is the Grant Agreement, including:

- One copy of the Grant Agreement cover sheet, which indicates your grant amount and any applicable Special Terms and Conditions;
- One copy of Exhibit A, Grant Provisions for Fiscal Year 2020-2021 Community Air Protection Program grants; and
- One copy of Exhibit B, General Terms and Conditions for Fiscal Year 2020-2021 Community Air Protection Program grants.

To accept your grant award, please:

- Add authorized signature (electronic signature is acceptable) and date to the copy of the cover sheet.
- Return an electronic copy of the cover sheet, along with a Board Resolution or minute order accepting the funds, if available, as soon as possible but no later than May 28, 2021, to:

  Ms. Andrea Juarez at *andrea.juarez@arb.ca.gov*

- Retain the Grant Provisions (Exhibit A) and General Terms and Conditions (Exhibit B) for District's reference.

These funds are available for liquidation until June 30, 2023.

Please note that the Federal Employer Identification Number (FEIN) has been included in the cover sheet based on information in our records. Please confirm if it is correct, and notify Ms. Andrea Juarez if a change is needed.

Attachment: Cover Letter_Mariposa_County_Air_Pollution_Control_District (APCD-2021-4 : Accept Grant Agreement G20-CAPP-15 and

If you would like to receive advance payment of the funds, please provide a Board Resolution or minute order accepting the funds and also complete, sign and return both the Grant Disbursement Request Form and the Advance Payment Request Form (provided by CARB to the grantee after the grant execution) to Ms. Andrea Juarez. You can also choose to request disbursement after the work is completed and can submit the Grant Disbursement Request Form at that time.

Thank you for participating in the Community Air Protection Program and for your commitment to clean air. After final signature by CARB, one copy of the cover sheet will be returned to you. If you have any questions, or need additional copies of the forms, please contact Ms. Andrea Juarez via email at *andrea.juarez@arb.ca.gov*.

Sincerely,

Deldi Reyes

Deldi Reyes, Director, Office of Community Air Protection

Enclosures

Attachment: Cover Letter_Mariposa_County_Air_Pollution_Control_District (APCD-2021-4 : Accept Grant Agreement G20-CAPP-15 and

cc: Tung Le, Executive Director, California Air Pollution Control Officers Association
tung@capcoa.org

Andrea Juarez, Air Pollution Specialist, Office of Community Air Protection

Attachment: Cover Letter_Mariposa_County_Air_Pollution_Control_District (APCD-2021-4 : Accept Grant Agreement G20-CAPP-15 and

bcc: Deldi Reyes, Director, Office of Community Air Protection

David Salardino, Air Resources Supervisor, Office of Community Air Protection

Karen Buckley, Branch Chief, Office of Community Air Protection

Craig Segall, Assistant Chief Counsel, Legal Office

Deborah Kerns, Attorney III, Legal Office

Brandy Hunt, Branch Chief, Administrative Services Division

Marcela Hartsfield, Associate Governmental Program Analyst, Administrative Services Division

Attachment: Cover Letter_Mariposa_County_Air_Pollution_Control_District (APCD-2021-4 : Accept Grant Agreement G20-CAPP-15 and

California Air Resources Board (CARB)
Community Air Protection Program
GRANT AGREEMENT
Fiscal Year 2020-2021

Exhibit A

Grant Provisions:

1. **Community Air Protection Program:** This Grant Award provides funding to implement the Community Air Protection Program consistent with the goals of Assembly Bill 617 (Chapter 136, Statutes of 2017). Funds for implementation pursuant to Assembly Bill 617 may support selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for requiring best available retrofit control technology, and developing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process, such as the provision of stipends, determining the proportional contribution of sources to air pollution exposure, developing rules, staff support, collecting data and reporting and other related tasks. For those air districts with communities selected by the CARB Board pursuant to Assembly Bill 617, these funds must be prioritized to support the required development and implementation of their Community Emissions Reduction Program(s) and/or Community Monitoring Plan(s).

2. **District Governing Board Approval**

   Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB, however, the Grantee may not perform work under this Grant Agreement until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Community Air Protection Project Liaison on or before September 1, 2021.

3. **Reporting:**

   A. **Biannual Reports:** Grantee must submit biannual reports to CARB beginning six months after full grant execution and continue biannually through the end of the grant term, or until all funds have been liquidated. Biannual reporting covers work completed June 1 through November 30 with submittals due to CARB by **December 31st** and December 1 through May 31 with submittals due to CARB by **June 30th**. The first report can include expenditures made prior to June 1, 2021, as applicable.

   B. Reports, at a minimum, must include:

      i. Report number, title, name of Grantee, date of submission, and grant number;

      ii. Report costs associated with specific tasks (for example: identifying location for monitoring, deploying community air monitoring systems, fence- line monitoring, reporting emissions, developing a community

Attachment: G20-CAPP District Grants Exhibit A (APCD-2021-4 : Accept Grant Agreement G20-CAPP-15 and Authorize the APCD Chair to Sign

emissions reduction program, establishing best available retrofit control technology requirements, adopting an expedited schedule for the implementation of best available retrofit control technology, community meetings or other Community Air Protection implementation efforts and outreach). Information for outreach events must include the date, location, topics, and number of attendees, for each event.

iii. Report how grant is being utilized to meet the goals of Assembly Bill 617. If applicable, include emission reductions being achieved.

iv. Summary of work completed and in progress since the last progress report;

v. Grant funds remaining and expended; and

vi. Expenditure summary showing all Community Air Protection Program Implementation Funds for which reimbursement is being requested.

C. **Final Report:** Grantee must submit a Final Report to CARB by June 30, 2023. If the last annual report submittal covers expenditures for the full grant amount, that report will be accepted as the Final Report. At a minimum, the Final Report must include all required information contained in the annual report, as well as an accounting summary of funds expended and a summary of how the goals of the program have been achieved.

Reports may be submitted electronically to CARB Community Air Protection Project Liaison, Ms. Andrea Juarez, at andrea.juarez@arb.ca.gov or Program designee.

4. Program Funding:

A. Advance Payment:

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Grantee acknowledges that CARB has finalized Advance Payment regulations which become effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

a. The advance payments are necessary to meet the purposes of the grant project.

b. The use of the advance funds is adequately regulated by grant or budgetary controls.

c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.

Attachment: G20-CAPP District Grants Exhibit A (APCD-2021-4 : Accept Grant Agreement G20-CAPP-15 and Authorize the APCD Chair to Sign

d. The Grantee is either a small air district or the Grantee meets all of the following criteria:

   i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
   ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
   iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
   iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
   v. CARB shall consider the available fund balance when determining the amount of the advance payment.
   vi. Reports to CARB any material changes to the spending plan within 30 days.
   vii. Agrees to not provide advance payment to any other entity.

e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.

h. The grantee assumes legal and financial risk of the advance payment.

i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.

j. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section 2 Reporting of this grant agreement.

k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on June 30, 2023 or the reversion date of the appropriation.

B. <u>Grant Disbursements:</u>

i. CARB will release any disbursements from the total Grant award after the Grantee submits the following to CARB:

   1. A fully executed Grant Agreement Cover Sheet; and

   2. Grant Disbursement Request Form, provided by CARB to the

Attachment: G20-CAPP District Grants Exhibit A (APCD-2021-4 : Accept Grant Agreement G20-CAPP-15 and Authorize the APCD Chair to Sign

Grantee after the grant execution. The Grantee must include an attachment to this form that documents expenditures for the implementation of the Community Air Protection Program. At a minimum, the attachment must provide information on expenditures, such costs include, selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for best available control technology and best available retrofit control technology considering the highest priority locations, and developing Community Emissions Reduction Programs which includes but is not limited to developing rules, hiring staff, collecting data, convening community steering committees, community outreach, and reporting.

3. The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at accountspayable@arb.ca.gov with a CC to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. For questions regarding the current guidance, contact your Project Liaison. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

   CARB Community Air Protection Project Liaison:

   Ms. Andrea Juarez
   California Air Resources Board
   Office of Community Air Protection
   andrea.juarez@arb.ca.gov

   Grant payments are subject to CARB's approval of Annual Reports.

ii. No reimbursement will be made for expenses that, in the judgment of the Director of the Office of Community Air Protection or designee, are not reasonable or do not comply with the Grant Agreement.

iii. No reimbursement will be made for expenses towards the administration of programs which already receive state funds for administration. Please refer any questions to CARB Community Air Protection Project Liaison, Ms. Andrea Juarez, at andrea.juarez@arb.ca.gov or Program designee.

iv. Any disbursement will take into consideration whether an advance payment had been received.

C. **Earned Interest, Returned and Recaptured funds:** "Earned interest" means any interest generated from Program funds provided to the Grantee and held in an interest-bearing account. The Grantee shall reinvest all earned interest on Community Air Protection Program Implementation Funds into the program. "Returned funds" or "Recaptured funds" are funds provided under this Grant Award that are expended by the Grantee but subsequently returned to the Grantee either voluntarily or through enforcement action. All such funds must be reinvested in the implementation of the Community Air Protection Program.

Attachment: G20-CAPP District Grants Exhibit A (APCD-2021-4 : Accept Grant Agreement G20-CAPP-15 and Authorize the APCD Chair to Sign

i. Such funds must be reported to CARB.

ii. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on program, as follows:

1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method;

2. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned program funds;

3. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs; and

iii. Such funds must be fully liquidated or returned to CARB by completion of the program or by June 30, 2023, whichever comes first. Grantee shall report all such funds to CARB annually until complete liquidation or return of funds or June 30, 2023, whichever comes first.

iv. Documentation of expenditure made on those funds or returned to CARB must be:

1. Retained for a minimum of three years after it is generated; and

2. Provided to CARB in Annual Reports and Final Report.

5. **Grant Amendment:** Grantee recognizes that CARB continues to implement AB 617, including through the implementation of the Community Air Protection Program Blueprint (Blueprint). Grantee agrees that grant funds may not be used for purposes or activities contrary to the Blueprint. Grantee agrees that this grant agreement may be amended, upon mutual agreement of the parties, to reflect any additional terms needed to ensure consistency with the Blueprint.

Attachment: G20-CAPP District Grants Exhibit A (APCD-2021-4 : Accept Grant Agreement G20-CAPP-15 and Authorize the APCD Chair to Sign

General Terms and Conditions:

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
3. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.
4. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
6. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
7. **Confidentiality:** No record which has been designated as confidential by CARB shall be disclosed by the Grantee. If CARB opts to maintain the confidentiality of a document, and the entity requesting the records seeks a judicial ruling challenging that determination, CARB will defend the action at its own expense, including any requirement to pay attorney fees and court costs.
8. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
9. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
10. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the

Attachment: G20-CAPP District Grants Exhibit B (APCD-2021-4 : Accept Grant Agreement G20-CAPP-15 and Authorize the APCD Chair to Sign

State.

11. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement.
12. **Force majeure**: Neither CARB nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
13. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
14. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work funded by this Grant Agreement, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
15. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
16. **Independent contractor:** The Grantee, and its agents and employees, if any, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
17. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 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 4.1 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. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

Attachment: G20-CAPP District Grants Exhibit B (APCD-2021-4 : Accept Grant Agreement G20-CAPP-15 and Authorize the APCD Chair to Sign

18. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
19. **Personally Identifiable Information:** Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee must safeguard all such information or data which comes into their possession under this agreement in perpetuity, and must not release or publish any such information, data, or financing assistance records.
20. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
21. **Professionals:** For programs involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
22. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
23. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement Cover Sheet accepting Community Air Protection Funds for Fiscal Year 2020-2021 by May 28, 2021.
24. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.
25. **Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete expenditure of funds to implement the Community Air Protection Program in an expeditious manner.
26. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
27. **Disbursement Deadline:** The Fiscal Year 2020-2021 Community Air Protection Program Funds specified in this Grant Agreement must be encumbered or expended by June 30, 2021. Grant disbursement requests must be submitted by the Grantee to CARB no later than April 1, 2023 to ensure adequate time for processing prior to the end of the fiscal year. The Community Air Protection Program Fund Grant Disbursement Request Form and Advance Payment Request Form are incorporated as part of this grant agreement.

Attachment: G20-CAPP District Grants Exhibit B (APCD-2021-4 : Accept Grant Agreement G20-CAPP-15 and Authorize the APCD Chair to Sign

28. **Liquidation and Return of Funds:** Funds not liquidated by June 30, 2023 must be returned by September 28, 2023. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

Attachment: G20-CAPP District Grants Exhibit B (APCD-2021-4 : Accept Grant Agreement G20-CAPP-15 and Authorize the APCD Chair to Sign

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G20-CAPP-15

NAME OF GRANT PROGRAM	
Community Air Protection Program	
GRANTEE NAME	
Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED $10,813.00
START DATE: June 1, 2021	END DATE: June 30, 2023

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Provisions
Exhibit B – General Terms and Conditions

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 5085 Bullion Street, Mariposa, CA 95338	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY
$10,813.00	3530000L39		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $0.00	FUND TITLE Air Pollution Control Fund		FUND N 01
TOTAL AMOUNT ENCUMBERED TO DATE $10,813.00	(OPTIONAL USE)	CHAPTER 6	STATU 202

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
101	5432000	39000500	59501	2020-21

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE
/s/ Craig Segall	5/10/21

Attachment: G20-CAPP-15 Coversheet Mariposa County APCD Final Legal signature (APCD-2021-4 : Accept Grant Agreement G20-CAPP-15

MARIPOSA COUNTY

Public Works · 209 966 5356

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Transportation Planning Overall Work Program for FY 21/22

RECOMMENDED ACTION AND JUSTIFICATION:
Adopt a Resolution Approving the Transportation Planning Overall Work Program (OWP) for Fiscal Year 2021-2022; and Authorize the Mariposa County Local Transportation Commission (LTC) Executive Director to Submit the OWP; Authorize the LTC Executive Director to Sign the Agreement, Planning Process Certification, Certifications and Assurances Documents, and the Department and Suspension Certification.

Each year the Local Transportation Commission (LTC) prepares and approves an Overall Work Program (OWP) for Transportation Planning that serves as a guide to the work to be performed during the fiscal year. The draft was reviewed by Caltrans District 10.

The budget for performing this Work Program is provided by two State sources: Rural Planning Assistance (RPA) funds to be $158,000 for FY 21/22, and State Transportation Improvement Program "Project Programming and Monitoring" funds in the amount of $35,000. Funds from the Local Transportation Fund (LTF) in the amount of $8,000 will also be used. Approval of the OWP and execution of the Agreement are required in order to receive the RPA funds.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved the OWP annually in the past. For FY 2020-21 the OWP was adopted June 23, 2020. (Resolution LTC-2020-9)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could choose to not approve the OWP and not receive Transportation Planning funding in FY 21/22.

ATTACHMENTS:
MCLTC FY 2021-22 OWP Agreement (PDF)
2021-22 FHWA-FTA State and Metropolitan Process Certification RTPA (PDF)
2021-22 Department Suspension Cert (PDF)
OWP FY 21-22 Draft (PDF)

Local Transportation Commission 2021-17

Formal Resolution 052521 OWP FY 21-22 (PDF)
Certifications and Assurances FY 2021 (PDF)
Certifications and Assurances FY 2021 Signature Pages (PDF)

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

OVERALL WORK PROGRAM AGREEMENT (OWPA) for

Mariposa County Local Transportation Commission

MFTA #: 74A0793

AGENCY DUNS #: 623258027

CFDA for Federal Funds 20.505*

I.1.a

FY: 2021-2022 OWP Board Approval Date: 5/25/21 Amendment #:

1. The undersigned signatory hereby commits to complete this Fiscal Year (FY) the Annual Overall Work Program (OWP), which has been approved by the Department of Transportation (Caltrans), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and is attached as part of this OWPA.

2. All of the obligations, duties, terms and conditions set forth in the Master Fund Transfer Agreements (MFTA)that was executed January 1, 2015 through December 31, 2024 with Caltrans are incorporated by reference as part of this OWPA for this FY.

3. Match amounts, sources, and eligibility for Regional Transportation Planning Funds listed below, must be in compliance with Federal, State, or contractually agreed upon requirements.

4. Subject to the availability of funds this FY OWPA funds encumbered by Caltrans include, but may not exceed, the following:

Funding Source	MIN Required Match %	CURRENT FY Allocated Programmed Amount	CARRYOVER Programmed Amount	Toll Credit Match	Local/In-Kind Match	TOTAL Estimated Expenditures
FHWA PL (Toll Credit)	11.47%					$ 0.00
FHWA PL (Local/In-kind Match)	11.47%					$ 0.00
FTA 5303 (Toll Credit Match)	11.47%					$ 0.00
FTA 5303 (Local/In-kind Match)	11.47%					$ 0.00
FTA 5304	11.47%					$ 0.00
FHWA SPR	20.00%					$ 0.00
RPA	0.00%	$ 158,000.00				$ 158,000.00
RPA Grants	0.00%					$ 0.00
SHA Grants	11.47%	$ 239,651.00			$ 31,049.00	$ 270,700.00
SB1 Formula & Competitive	11.47%					$ 0.00
PTA Adaptation	11.47%					$ 0.00
Total Programmed Amount		**$ 397,651.00**	**$ 0.00**	**$ 0.00**	**$ 31,049.00**	**$ 428,700.00**

Agency Certification of Programmed Funds

The Agency certifies that programmed amounts are representative of eligible and approved activities. Any expenses in excess of available and programmed funds will be borne solely by the agency.

5/25/21

Authorized Signature Date

Mike Healy Executive Director, MCLTC

Printed Name and Title

District Approval of Programmed Funds

The District has reviewed and approves the OWPA as submitted. Programmed amounts are representative of eligible and approved activities and is consistent with all obligations as approved in the OWP.

Authorized Signature Date

Printed Name and Title

(HQ Department of Transportation Use Only)

The total amount of all funds encumbered by this document are: $ _____

Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____

Encumbrance Details:

Acct Line #	Project ID#	Amount	Encumbrance Doc (Contract) Number

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and expenditure purpose stated above.

Signature of Department of Transportation Resources/Accounting Officer Date

*CFDA for Federal Funds 20.505 Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research

Rev 2020

Attachment: MCLTC FY 2021-22 OWP Agreement (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

FY 2021/2022 FHWA and FTA State and Metropolitan Transportation Planning Process Self-Certification

In accordance with 23 CFR part 450, the California Department of Transportation and Mariposa County Local Transportation Commission, Regional Transportation Planning Agency, herby certify that the transportation planning process is being carried out in accordance with all applicable requirements including:

(1) 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 CFR part 450;

(2) In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;

(3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d–1) and 49 CFR part 21;

(4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

(5) Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

(6) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

(7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

(8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(9) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

(10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

_____	_____
RTPA Authorizing Signature	Caltrans District Approval Signature
Executive Director - MCLTC_____	_____
Title	Title
5/25/2021_____	_____
Date	Date

Attachment: 2021-22 FHWA-FTA State and Metropolitan Process Certification RTPA (LTC-2021-17 : Approve Transportation Planning Overall

Fiscal Year 2021/2022 California Department of Transportation
Debarment and Suspension Certification

As required by U.S. DOT regulations on governmentwide Debarment and Suspension (Nonprocurement), 49 CFR 29.100:

1) The Applicant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
    d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the State.
3) If the Applicant is unable to certify to all statements in paragraphs (1) and (2) of this certification, through those means available to Applicant, including the General Services Administration's ***Excluded Parties List System (EPLS)***, Applicant shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and will provide a written explanation to the State.

Attachment: 2021-22 Department Suspension Cert (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

DEPARTMENT OF TRANSPORTATION
DEBARMENT AND SUSPENSION CERTIFICATION
FISCAL YEAR 2021/2022
SIGNATURE PAGE

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature_____ Date 5/25/2021

Printed Name Mike Healy

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has the authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, these certifications and assurances have been legally made and constitute legal and binding obligations of the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances or of the performance of the described project.

AFFIRMATION OF APPLICANT'S ATTORNEY

For Mariposa County Local Transportation Commission (Name of Applicant)

Signature_____ Date 5/25/2021

Printed Name of Applicant's Attorney Steven W. Dahlem

Attachment: 2021-22 Department Suspension Cert (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

Mariposa County

Local Transportation Commission

Transportation Planning Overall Work Program

For Fiscal Year 2021-2022

DRAFT
Pending LTC Approval – 5/25/21

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
209-966-5356

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

Table of Contents

Introduction....3
The Work Program....3
Regional Setting....4
Local Transportation Commission (LTC)....5
Public Involvement....5
Environmental Justice & Title VI....6
The Transportation Planning Program....7
Summary of Work Elements....7
Funding....8
Federal Planning Factors....9
FAST Act Planning Factors....10
Work Elements....11
1. Regional Transportation Plan (RTP)....11
2. Regional Transportation Improvement Program (RTIP)....12
3. Transportation Planning Studies....13
4.1. Transit Planning....15
4.2. Transportation Development Act (TDA) 16
5. Air Quality Planning....17
6. Public Information....18
7. Maintenance of the Overall Work Program (OWP)....19
8. Integrated Mobility and Housing Strategy Plan....20
References....23

Appendix
Overall Work Program Agreement
MCLTC Resolution
Transportation Planning Process Certification
Certifications and Assurances
Debarment and Suspension Certification

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

1. Introduction

The Work Program

The Overall Work Program (OWP) is a budget for one fiscal year. It identifies transportation planning activities and their funding sources. This OWP is for the 2021-2022 Fiscal Year: July 1, 2021 to June 30, 2022.

Together with the Master Fund Transfer Agreement (MFTA) and the Overall Work Program Agreement (OWPA), the OWP constitutes the annual funding contract between the State of California and the Mariposa County Local Transportation Commission for Rural Planning Assistance (RPA) funds.

The primary concerns addressed in this Work Program are:

- Funding for transportation planning projects and programs
- Coordination with federal, state, and local agencies
- Public participation and outreach
- Air Quality Conformity
- Consistency with the General Plan
- Improving transportation datasets and analysis capabilities

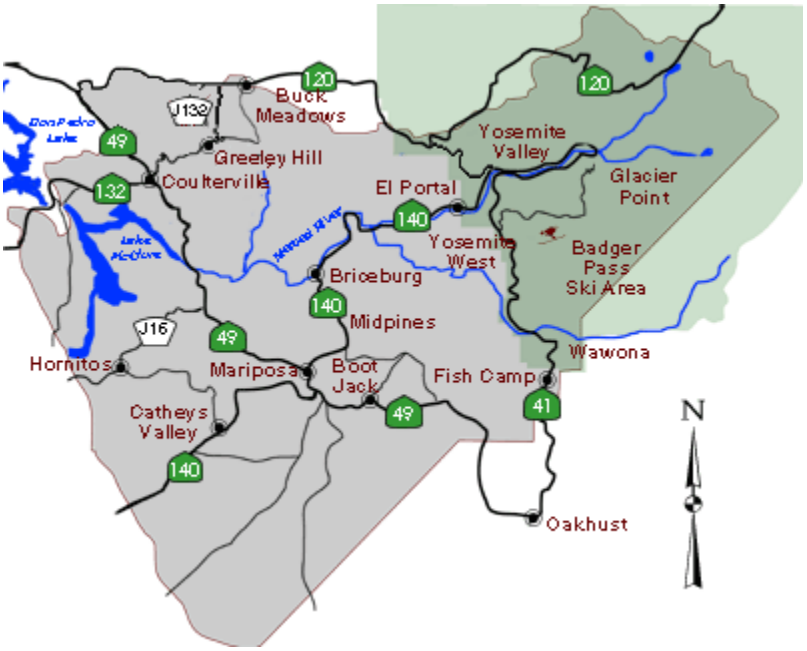
The main products of this Work Program will be:

- Final Closeout of 2021 Pavement Management Program Update (Funded by RPA)
- Final Closeout of 2021 Short Range Transit Plan Update (Funded by RPA)
- Begin process for Regional Transportation Plan 2023/2024 Update (Funded by RPA)
- Integrated Mobility and Housing Strategy Plan – that was started in FY 20/21 and is scheduled to be completed in FY 22/23 (Funded by SB1 SC with Local Share)

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

Regional Setting

Mariposa County is a rural, mountainous area with a population of approximately 17,471 (per the 2018 U.S. Census). It is estimated that every year approximately 4 million people travel through Mariposa County on their way to the Yosemite National Park. Portions of Yosemite National Park, the Sierra National Forest, the Stanislaus National Forest, and other public lands account for about half of the almost 1,500 square miles of land area. Two highways – State Routes 49 and 140 – traverse the County, and three others – Routes 41, 120, and 132 – have portions within it.



While the County does not experience similar congestion problems that face most urban areas, the incremental, low density, and widespread development pattern that is emerging creates traffic problems of their own. The primary concern is with the maintenance and improvement of the County's roadways to a safe and appropriate standard. As new housing is realized in the rural areas of the county, deficiencies in the roadway system are becoming more apparent. However, due to the mountainous terrain over much of the land, Mariposa faces higher road construction and maintenance costs than many areas. When the higher costs are combined with the small population, piecemeal growth, and low density of development, paying for necessary infrastructure maintenance and improvements becomes a more difficult task.

In the recent past, much of the growth in Mariposa County has come from tourism – mostly related to Yosemite National Park – and from the migration of retirees from urban and suburban areas.

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

The Local Transportation Commission

The structure of the Mariposa County Local Transportation Commission has not changed since it was formed in 1975. The Local Transportation Commission (LTC) is composed of the (5) five members of the County Board of Supervisors, as there are no incorporated areas within the County. The County's Director of Public Works & Transportation is designated as the Executive Director of the LTC.

A Memorandum of Understanding between the Mariposa County Transportation Commission and the State of California was updated in 1999. This MOU describes the relationship between the State and County for transportation planning in Mariposa County.

The LTC has advisory committees that meet on an as-needed basis. These include the Policy Advisory Committee, Citizen's Advisory Committee. The LTC continues with conscientious efforts to fill vacancies to reestablish the Technical Advisory Committee (TAC) which remains vacant. The purpose and structure of these committees has been reviewed and the LTC bylaws updated accordingly. Additionally, a Social Services Transportation Advisory Council (SSTAC) meets prior to the Unmet Transit Needs Hearing and at other times, as needed. Currently the council meets two times annually. The council advises the LTC on transit and other transportation needs within the County.

Public Involvement

Public input by citizens or any interested party is encouraged by the LTC and welcomed at all LTC meetings. Noticed public hearings are held on topics such as Unmet Transit Needs and adoption of the Regional Transportation Plan. The LTC strives to include continuous community involvement in the development of plans and studies including online to gather feedback. Mariposa County is the ancestral home to numerous Native Americans (i.e. Tribes, communities, organizations, groups, and individuals). The LTC will outreach to the American Indian Council of Mariposa and other Native American, communities, organizations, groups and individuals for their participation. A Public Participation Plan was completed in 2009/2010 and more explicitly describes the LTC's public involvement goals and procedures.

Although there are no federally recognized Native American tribes within Mariposa County. California is the ancestral home to several federally recognized and non-federally recognized California Native American tribes, communities, organizations, groups, and individuals. Proactively pursuing early Native American involvement as mandated by federal and state guidelines, considered, and addressed during the earliest stages of transportation planning and programming, benefits local transportation agencies such as the Mariposa County LTC, Native Americans and Caltrans. We frequently reach out to Southern Sierra Miwuk Natioin, North Fork Mono Rancheria, and Choinumni Tribe to name a few. Such efforts minimize impacts to projects by (a) avoiding potential delays and cost overruns, and (b) gaining important knowledge and information for protecting and preserving unique biological and cultural resources (i.e. flora, fauna, prehistoric sites, religious and ancestral places, etc.) for future generations.

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

Environmental Justice & Title VI

County staff addresses the effects of transportation planning on traditionally underrepresented and underserved populations, such as the elderly, disabled, low-income, and minority (i.e. Black, Hispanic, Asian American, Native Americans/Alaskan Native, and Pacific Islander) community groups and their leader by involving the potentially affected public in developing transportation projects that fit harmoniously within the community without sacrificing safety or mobility. The county accomplishes this goal both formally and informally through newspaper announcements, public hearings, workshops, online, and meetings with traditionally underrepresented communities and community leaders and notices to local minority groups.

Mariposa County Local Transportation Commission will ensure that its programs, policies, and activities comply with Department of Transportation's (DOT) Title VI Regulations (49 CFR Part 21) and with Limited English Proficient (LEP) Persons requirements (70 FR 74087, December 14, 2005). Mariposa County Local Transportation Commission is committed to creating and maintaining a system that is free of all forms of discrimination, taking necessary preventive corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect. FTA requires recipients to documents compliance with DOT Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years.

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

2. The Transportation Planning Program

The Transportation Planning Program consists of multiple efforts, divided into Work Elements. The program and its elements are derived from various prior documents and programs including:

- The 2017 Regional Planning Handbook
- The 2017 Regional Transportation Plan
- The Regional Transportation Improvement Program and amendments
- The California Transportation Plan
- A 1990 Traffic Safety Evaluation of Mariposa County Roads conducted by the Institute of Transportation Studies
- YARTS and subsequent work in the development of a regional transit system
- The 1994 Mariposa County Highway 140 Transit Service Evaluation Report
- The 2021 Short Range Transit Plan (Pending LTC approval)
- The 2021 Pavement Management Program (Pending LTC approval)
- The 2011 Bicycle and Pedestrian Transportation Plan

Summary of Work Elements

- Work Element 1 - **Regional Transportation Plan (RTP)** and participate in regional planning efforts
- Work Element 2 - **Regional Transportation Improvement Program (RTIP)** preparation, Project Study Reports, and project monitoring
- Work Element 3 - **Transportation Planning Studies** for specific issues
- Work Element 4.1 - **Transit Planning** and coordination
- Work Element 4.2 – **Transportation Development Act (TDA)**
- Work Element 5 - **Air Quality Planning** and coordination
- Work Element 6 - **Public Information** and outreach
- Work Element 7 - **Maintenance of the Overall Work Program (OWP)**
- Work Element 8 – **Integrated Mobility and Housing Strategy Plan**

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

Funding

The LTC's Work Program is funded from three sources: Rural Planning Assistance funds, TDA and State Transportation Improvement Program "Planning, Programming & Monitoring" funds.

The anticipated RPA funding amount for Fiscal Year 2021-2022 for Mariposa County is $158,000.

Funding Amounts and Sources

$158,000	Rural Planning Assistance (RPA)
$ 35,000	STIP Planning Programming & Monitoring Funds (PPM)
$ 8,000	TDA Funds
$239,651	Planning Grant SB1 SC
$ 31,049	Local Match – Receives No Funding From RPA
$471,700	TOTAL BUDGETED AMOUNT

Funding by Element

Work Element	Funding Source					LTF Match (11.47%) Non RPA	Budget Amou
	RPA	Carryover FY 20-21	STIP PPM	TDA	Planning Grant SB1 SC, 88.53%		
1. RTP	35,000						35,0
2. RTIP			35,000				35,0
3. Transportation Planning Studies	36,000						36,0
4.1 Transit Planning	30,000						30,0
4.2 TDA				8,000			8,0
5. Air Quality Planning	15,000						15,0
6. Public Information	22,000						22,0
7.Maintenance of the OWP	20,000						20,0
8. Integrated Mobility and Housing Strategy					239,651	31,049	270,7
Sub-Total	**158,000**		**35,000**	**8,000**	**239,651**		
Total		**$440,651**				**$31,049**	**$471,7**

RTP (Regional Transportation Plan), RTIP (Regional Transportation Improvement Program), TDA (Transportation Development Act)

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

County Match Requirements

Funding for Work Elements 1 – 7 do not require the County to match since they are 100% funded. Work Element 8 will require an 11.47% Local Match. 100% of the local match will be from the General Fund in the form of County of Mariposa Planning Department staff time.

Federal Planning Factors

The work elements in this program are consistent with Federal and State funding priorities including the ten FAST Act planning factors to the extent they apply to a rural area like Mariposa County. The ten planning factors are as follows:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.

2. Increase the safety of the transportation system for motorized and non-motorized user.

3. Increase the security of the transportation system for motorized and non-motorized users.

4. Increase the accessibility and mobility of people and for freight.

5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.

6. Enhance the integration and connectivity of the transportation system, across and between modes, people and freight.

7. Promote efficient system management and operation.

8. Emphasize the preservation of the existing transportation system.

9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.

10. Enhance travel and tourism.

The matrix on the following page shows which work element(s) address which emphasis area(s):

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

FAST Act Planning Factors						
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)
1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.	X		X	X		
2. Increase the safety of the transportation system for motorized and non-motorized users.	X	X	X	X		X
3. Increase the security of the transportation system for motorized and non-motorized users.	X	X	X	X		X
4. Increase the accessibility and mobility of people and for freight.		X	X	X		
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.	X		X		X	
6. Enhance the integraton and connectivity of the transportation system, across and between modes, for people and freight.	X	X	X	X		
7. Promote efficient system management and operation	X	X	X	X	X	X
8. Emphasize the preservation of the existing transportation system.		X		X		
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.	X	X	X	X		
10. Enhance travel and tourism.	X		X	X		X

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

3. Work Elements

WORK ELEMENT 1
Regional Transportation Plan (RTP)

The RTP serves as a guide for transportation planning activities in Mariposa County. It is a long-range (20 year) planning document that establishes the region's transportation goals, policies, programs, projects, and the financial resources available to implement them. This element also includes inter-governmental coordination, on all matters of transportation policy in the County.

Previous Work

- Completed the 2019 Regional Transportation Plan (Adopted July 9, 2019)
- The LTC authorized the Counties RTP for Public Circulation and Associated Environmental Documentation (May 21, 2019)
- Identification of substandard roadway and intersection alignments for future projects (2021)

Proposed Products

- RFP for Regional Transportation Plan Update (April 2022)
- Prepare 2nd study of additional substandard roadway and intersection alignments to address RTP Objective 1.3. Locations will include the three (3) regional areas of Coulterville, Cathey's Valley, and Ponderosa Basin. (June 2022)

Work Activities

1. Prepare Preliminary roadway alignment studies to identify needed alignments and right of way requirements. (February 2022)
2. Identify roadways that require additional right of way. (February 2022)
3. Participate in Statewide planning efforts and in the Rural Counties Task Force which staff attends. (November 2021 and April 2022)
4. Monitor status and funding of projects in the RTP (October 2021 and May 2022)
5. Prepare RFP for Regional Transportation Plan Update including board item for LTC approval to advertise RFP and accept proposals (April 2022)
6. Publish Request for Proposal (May 2022)
7. Accept Regional Transportation Plan Update RFP's (June 2022)

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$35,000
	TOTAL	$35,000

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

WORK ELEMENT 2
Regional Transportation Improvement Program (RTIP)

This work element consists of programming and monitoring "STIP" projects. Projects are programmed every two years in the Regional Transportation Improvement Program (RTIP) that is submitted to the state and subsequently becomes part of the State Transportation Improvement Program (STIP). After that, projects are allocated for construction according to their programmed schedule. Project implementation must be monitored, including project delivery, timely use of funds, and compliance with State law and the California Transportation Commission's (CTC) guidelines. This work element consists of programming and monitoring "STIP" projects.

This element also includes preparation of Project Study Reports (PSR) for County road improvement projects. A PSR or equivalent is required by the CTC for any project that is seeking to be included into the State Transportation Improvement Program (STIP). Moreover, a PSR is used to evaluate the feasibility of each proposed project to be included in the STIP.

Previous Work

- 2020 Regional Transportation Improvement Program and subsequent amendments
- PSRs for RTIP/STIP Projects
- Allocation Request process complete for Triangle Road Roadway Rehabilitation (2021)

Proposed Products

- Professional Services Agreement with selected consultant and begin Triangle Road Roadway Rehabilitation project upon LTC approval (November 2021)
- STIP amendments (November 2021)
- Project Study Reports (PSRs) (June 2022)

Work Activities

1. RTIP project planning, programming, and monitoring (September 2021, December 2021, March 2022, and June 2022)
2. Monitor STIP projects. Triangle Road Roadway Rehabilitation project is now on the "Planned and Actual STIP Allocations List", secure PSA (July 2021), begin consultant selection (September 2021), begin project (November 2021)
3. Complete Preparation of Project Study Reports (PSR) for submittal to Caltrans in FY 22/23 (June 2022)

Funding

Funding Source	Work Performed by	Budgeted Amount
STIP PPM	LTC	$35,000
	TOTAL	$35,000

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

WORK ELEMENT 3
Transportation Planning Studies

The purpose of this element is to develop transportation plans, studies and programs other than the RTP and RTIP. The County engages in planning so that the transportation goals, needs for projects and policies implemented will help achieve better outcomes, consistent with statewide, regional, and local visions. Effective planning lays the groundwork for development, design, and delivery of successful transportation projects and policies.

System Planning developes a) Corridor Studies, b) Multi-Modal, Operation, Non-SHOPP Transportation Equity Report (MONSTER), c) District System Management Plan, and d) Active Transportation Plans.

Corridor Studies:
A corridor study serves as a quantitative assessment of current and future transportation needs in a corridor from a "complete streets" perspective. Addressing a period between twenty and forty years, the corridor plan evaluates operational strategies that maintain and optimize corridor performance and asset management in addressing travel delay, resilience, travel time reliability, mode shift, goods movement, vehicle miles traveled, congestion, and greenhouse gas reduction.

Monster:
The Monster provides reliable, accessible, shareable, quality controlled and documented data for use by Caltrans and its partners. The report supports analysis and decision making enabled by a robust data governance framework to get the right information to the right people at the right time.

District System Management Plan (DSMP):
A long-range improvement strategic and policy planning document, which is based on anticipated funding. The DSMP represents how the district envisions the transportation system will be maintained, managed and developed over the 20 years and beyond, and is the State's counterpart to the regional Transportation plan (RTP)

Active Transportation Plans:
System Planning prepares multi-modal Active Transportation Plans (ATP) that research, document, analyze, and plan strategies that address the needs of travelers of all ages, incomes, and abilities on the State Highway System. The Plan views all transportation improvements as opportunities to improve safety, access, mobility, and asset preservation for all active transportation users in the District. ATPs also recognize bicycle, pedestrian, and transit modes as integral elements of the transportation system that can play a role in the reduction of greenhouse gas emissions (GHG).

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

Previous Work

- Field road inventory, Traffic Counts, and Speed Limit Surveys on County roads
- Computer database relating land use to roadways
- State highway project (STIP) priority lists
- 2021 Pavement Management Program
- Geographic Information System development

Proposed Products

- LTC Adoption of the 2021 Pavement Management Program
- Summary List of Roads analyzed for ADT and/or Speed Survey (June 30, 2022)

Work Activities

PAVEMENT MANAGEMENT PROGRAM UPDATE:

1. Prepare board item for LTC and submit for review (July 16, 2021) Schedule on regular LTC agenda for adoption of the 2021 Pavement Management Program (July 27, 2021)

SUMMARY LIST OF ROADS:

2. Prepare Traffic volume counts on selected County roads for accurate Average Daily Traffic (ADT). Data collected is used in roadway projects, speed studies, short/long range travel, and traffic plans for alternate route analysis. The on-going work is performed throughout the year but limited during the winter season. The summary results detailed at the end of each quarter (September 2021, December 2021, March 2022, and June 2022)

3. Update street, right of way, and parcel detail into the Geographic Information System (GIS). (June 2022)

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$ 36,000
	TOTAL	$ 36,000

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

WORK ELEMENT 4.1
Transit Planning

This work element will be focused on the activities involved with local transit planning. This element also includes participation in Yosemite Area Regional Transportation System (YARTS). Mariposa annually networks with YARTS for the Low Carbon Transit Operations Program (LCTOP) allocation which provides transit services to Mariposa County residents.

Previous Work

- 2021 Short Range Transit Plan

Proposed Products

- LTC adoption of the 2021 Short Range Transit Plan (July 2021)
- Update County and Transportation Planning Websites with Adopted 2021 Short Range Transit Plan (August 2021)
- Provide a list of any needs and solutions identified in YARTS meetings in October 2021 and April 2021

Work Activities

1. Prepare board item for LTC and submit for review (August 13, 2021) Schedule on regular LTC agenda for adoption of the 2021 Short Range Transit Plan (August 24, 2021)
2. Update County Websites with Adopted 2021 Short Range Transit Plan (November 1, 2021)
3. Meet with YARTS transit services to identify needs and to plan solutions to any issues presented and discuss potential enhanced routes and services. Include in deliverables any needs and solutions as a result of our meetings. (October 2021 and April 2022)
4. Participation in YARTS Authority Advisory Committee and Management Board meetings, subcommittee meetings, and coordination to enhance transit throughout the County. (December 2021 and May 2022)

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$30,000
	TOTAL	$30,000

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

WORK ELEMENT 4.2
Transportation Development Act (TDA)

This work element allows the development and monitoring of the Social Services Transportation Improvement Act, including the County Unmet Transit Needs hearing, the Social Services Transportation Advisory Council (SSTAC), Transit Development Plan Updates, Transit Action Plans, and Social Services Transportation Inventories. Also included will be any other local transit related planning activities and administrative tasks, such as TDA fund allocations to transit operators and program audits.

Previous Work

- Social Services Transportation Inventories

Proposed Products

- Unmet Transit Needs public hearing and determination (June 2022)
- Federal Transit Administration (FTA) grant applications (April 15, 2022)

Work Activities

1. Social Services Transportation Advisory Committee meetings (October 2021 and April 2022)
2. Unmet Transit Needs Public Hearing and related reporting activities. (June 2022)
4. Track expenditures of LTF and STA Funds. (October 2021, January 2022, April 2022, and June 2022)
5. Research and complete the filing of FTA grant applications. (May 2022)
6. Apply for grants and other funding to enhance transit capital acquisition and operations. (December 2021)
7. Complete the annual fiscal audits. Develop and maintain records for the next performance audit. (June 2022)

Funding

Funding Source	Work Performed by	Budgeted Amount
TDA	LTC	$8,000
	TOTAL	$8,000

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

WORK ELEMENT 5
Air Quality Planning

The purpose of this work element is to advise the LTC on air quality issues and policies; to ensure that transportation plans, programs, and projects conform to the most recent air quality requirements; and to coordinate effectively with other government agencies on these matters.

Air quality conformity is the process wherein plans, programs, and projects are shown to meet the requirements of the Clean Air Act Amendments and the applicable State Implementation Plan. Mariposa County is designated to be in "non-attainment" for the pollutant ozone. It is important to involve the public in the regional transportation planning process and to participate with regional, local and state agencies, the general public and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure. To facilitate this, the LTC works closely with the Mariposa County Air District, Caltrans District 10, neighboring counties and other agencies on matters of air quality.

Previous Work

- Mariposa Air Quality Issues discussed with Mariposa Department of Environmental Health (February 2021 and June 2021)
- Countywide Map of Air Quality Tests and Observations (June 2021)

Proposed Products

- Agenda and Minutes for Mariposa Air Quality Issues and Policies (December 2021, June 2022)
- Countywide Map of Air Quality Tests and Observations updated each year (June 2022)

Work Activities

1. Coordinate and arrange a meeting with Mariposa Department of Environmental Health. The meeting will discuss issues and policies affecting transportation. The meeting will generate goals and objectives related to a Countywide Map of Air Quality (December 2021)
2. Participate in Federal and State Clean Air Act meetings and webinars when available.
3. Coordinate with partners to identify policies, strategies, programs, and actions that enhance the movement of people, goods, services and information on the regional, inter-regional, and state highway system. (December 2021 and June 2022)
4. Monitor air quality with the Department of Environmental Health; (September 2021, December 2021, March 2022, and June 2022)

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$15,000
	TOTAL	$15,000

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

WORK ELEMENT 6
Public Information

This element will help develop a public outreach campaign through informational brochures, a logo, and meetings. It is important to establish and maintain formal consultation with Native American Tribal Governments enabling their participation in local and state transportation planning and programming activities. The LTC believes in developing joint work programs with transportation and air quality agencies, including transit operators, to enhance coordination efforts, partnerships, and consultation processes – to facilitate outreach efforts and meetings with traditionally underrepresented and underserved populations such as the elderly, disabled, low-income, and minority communities, community groups and their leaders (i.e. Black, Hispanic, Asian American, and Pacific Islander).

Previous Work

- A web page dedicated to the LTC, its schedule, information and available downloads
- Completed Public Participation Plan
- Brochure and Fact Sheet for County Wayfinding Signage and Walking Maps
- Completed Transit Marketing Plan

Proposed Products

- Public Outreach mailings, published public notices, and notices on County websites occure prior to the SSTAC Meetings (October 2021 and April 2022): also ahead of the Unmet Needs Hearing (June 2022)
- Meeting Minutes for Transportation Planning Public Outreach (June 2022)
- Update Mariposa Transportation Planning Web Page (June 2022)

Work Activities

1. The Public Outreach meeting, in the LTC Board Hearing Room, will invite the underserved populations, minority community groups and their leaders to participate and share their opinions, issues, and recommendations for how local and regional transportation affects them. We routinely reach out to Native American entities in our area to insure they are included in the Public Outreach process. The meeting will be documented and posted on the transportation planning website. (June 2022)

2. Update the LTC (Transportation Planning) Website with Public Hearing and Notices (October 2021, January 2022, April 2022, May 2022)

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$22,000
	TOTAL	$22,000

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

WORK ELEMENT 7
Maintenance of the Overall Work Program (OWP)

This work element will allow developing, monitoring and maintenance of the Overall Work Program. The Overall Work Program lays the foundation for the current fiscal year Transportation Planning Activities.

Previous Work

- Overall Work Program FY 2020-2021

Proposed Products

- Quarterly Progress Reports (Q1 – October 29, 2021, Q2 - January 31, 2022, Q3 – April 29, 2022, and Q4 - July 29, 2022)
- Formal and Administrative Amendments as needed (August 2021 – June 2022)
- OWP FY 2020-2021 Year End Closeout Package (August 31, 2021)
- Draft of the FY 2022-2023 OWP Due to Caltrans (March 1, 2022)
- Final Adopted FY 2022-2023 OWP to Caltrans (May 2022)
- Final Approved/Adopted FY 2022-2023 OWP and fully executed OWPA (June 30, 2022)

Work Activities

1. Formal and Administrative Amendments if required. (July 2021-May 2022)
2. Preparation of Quarterly Reports and Invoices throughout the Fiscal Year per the guidelines outlined in the 2017 Regional Planning Handbook. (October 2021, January 2022, April 2022, July 2022, & August 2022)
3. Preparing the FY 2022-2023 Draft OWP, Caltrans approval, LTC adoption, and ongoing updates to the OWP FY 2022-2023
4. Overall Work Program meetings with Caltrans Staff ongoing.

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$20,000
	TOTAL	$20,000

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

WORK ELEMENT 8
Integrated Mobility and Housing Strategy Plan

The purpose of this element is to combine stakeholder engagement and a range of analytical techniques to identify a pragmatic strategy for developing coordinated workforce housing and mobility projects in Mariposa County. A partnership between Mariposa County and Yosemite National Park, this collaborative will evaluate the suitability of strategic sites for medium- and high-density housing outside of the park, determine the mobility enhancements needed to connect future housing nodes with employment opportunities within the park, and recommend a strategy for jointly implementing the housing and mobility investments needed to connect Mariposa's residents to and from where they live and work. Responsible parties, partner agencies, and regional transit services providers who have or are anticipated to be engaged in the project include the Mariposa County Housing Department, Yosemite Conservancy, Mariposa County Housing Programs Advisory Committee, Yosemite Area Regional Transporation System (YARTS), Yosemite Employee Association, and others identified by the unfolding planning process.

The project is funded with SB1 funds, some of which are allocated through the SB1 Sustainable Communities Formula. The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS (where applicable) and the RTP Guidelines Appendices K and L. By aligning enhancements in mobility (including both regional transit and active transportation modes) with future investments in multi-family housing, this project will result in a better connected, more livable, and equitable rural community. The final product, the Integrated Mobility and Housing Strategy Plan, is anticipated to be complete February 2023.

Previous Work

- Kick Off Meeting with District 10 staff (November 17, 2020)
- Task 1.2: Request for Proposals; report to LTC; Professional Services Agreement (March 2021)
- Task 1.3: Stakeholder Engagement Protocols (May 2021)
- Task 2.1: Planning Context summary white paper (July 2021)

Proposed Products

- Task 2.2: Collect Community Perspectives (July 2021 - February 2022)
- Task 2.3: Summarize Baseline Conditions (November 2021 - March 2022)
- Task 3.1: Preliminary Housing and Mobility Projects (March 2022-June 2022)
- Task 3.2: Community Engagement—Preliminary Housing and Mobility Projects (March 2022-June 2022)

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

Work Activities

1. Activity 2.2: Collect Community Perspectives (July 2021 - February 2022)
    - With assistance from Mariposa County staff and Yosemite National Park, the consultant team will host a series of facilitated focus groups with strategic stakeholders to shape the inquiry and investigation in future tasks in the project. Participants in these dialogues will be targeted towards stakeholders with advanced knowledge and/or implementation responsibilities related to regional housing and mobility issues, emphasizing the needs and perspectives of disadvantaged community members. A final roster of focus group participants will be determined in conjunction with the selected consultant team, who will include central partners involved in the preliminary shaping of this project to date.

2. Activity 2.3: Summarize Baseline Conditions (November 2021 - March 2022)
    - After defining the planning context in which the Integrated Mobility and Housing Strategy occurs, and connecting with essential stakeholders to gain a qualitative understanding of the specific regional housing and mobility issues plaguing this segment of Mariposa County's workforce, the consultant team will collect these baseline conditions into a clear and compelling summary. This summary will describe the current and future need for both housing and related transit services to support that housing in Mariposa County for Yosemite National Park Personnel, functioning as a need's assessment, identifying benchmarks and performance measures by which to evaluate the recommendations developed in later project tasks. The format of the Baseline Conditions Summary will be determined in conjunction with the selected consultant team. This format will be incorporated into the final Integrated Mobility and Housing Strategy deliverable.

3. Activity 3.1: Preliminary Housing and Mobility Projects (March 2022-June 2022)
    - Having established benchmarks and performance measures for needed residential and mobility investments in the prior phase, the consultant team will next propose a preliminary vision for potential projects on 10-20 strategic sites in Mariposa County. Our partnership fully expects the ideas generated to be preliminary, and the materials are to be used to stimulate and structure community dialogue in subsequent project tasks. Potential sites will be identified through a rigorous analytical process which considers a variety of criteria. For each potential site, the consultant team will propose a strategy for providing the transportation investments needed to provide adequate mobility for potential future residents to and from employment opportunities in Yosemite. We anticipate that strategies may vary depending on site location, and could be site specific or could suggest larger, systemic enhancements to regional transportation infrastructure.

      Additionally, for each potential site, the consultant team will provide recommendations for development products that are appropriate for the individual site contexts. Recommendations will include conceptual proposals related to building scale and mass--but not more detailed physical characteristics, like articulation, form, or materiality.

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

4. Activity 3.2: Community Engagement—Preliminary Housing and Mobility Projects (March 2022-June 2022)
    - Our partnership conceptualizes the recommendations from the previous task as preliminary, and as an opportunity to foster meaningful dialogue with the community on rural context sensitive transit-oriented development. In this task, our partnership will apply innovative stakeholder engagement techniques to solicit feedback on the preliminary recommendations from a broad cross-section of the regional community.

      We anticipate these and future engagement activities to occur at two scales: first, among the core stakeholder groups who have served essential sounding boards in the shaping of this project to date, and second, among the wider regional community at large. The format and structure of these engagement activities will vary depending on the scale of the intended audience, and will correspond with

      the engagement protocols developed in conjunction with the selected consultant team during the first phase of the project. We anticipate a minimum of one meeting with each focus group convened in the previous phase, and a minimum of two interactive, hands-on workshops with the broader community at this phase. If necessary, community input will also be solicited electronically, through tools such as online surveys and workshop webinars.

Funding

Funding Source	Work Performed by	SB1 SC * AMOUNT	LTF Match (11.47%)	Budgeted Amount
(SB1 SC)	Planning / LTC and Consultants: TBD	$239,651	$31,049	270,700
	TOTAL	$239,651	$31,049	270,700

***Work Element 8 receives no funding from RPA.**

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

REFERENCES

See Overall Work Program (OWP) Guidance, Appendices, for Transportation Planning and Programming Requirements Regarding Tribal Governments. Guidance is included for the protocol for government-to-government relations with federally recognized tribes and for public outreach with the Native American population.

Guidelines:

California Transportation Commission (CTC), current California Regional Transportation Plan Guidelines; Executive Order 12898 (Environmental Justice); and Title VI of the Civil Rights Act.

The CTC approved the following requirement in the RTP Guidelines: "the MPO's and RTPA should include a discussion of consultation, coordination and communication with federally recognized Tribal Governments when the community is located within the boundary of an MPO/RTPA".

Regulations:

Title 23, Code of Federal Regulations (CFR), CFR 49, Chapter 1, Part 450 Subpart C, Sections 450.104, 450.202, 450.31(i), 450.324(f)(1), and 450.330(a.

Statutes:

Title 23, United States Code (U.S.C.), Chapter 1, Sections 134(h)(3)(B), 134(i)(5), and 101(a)(23); SAFETEA-LU Section 3005, Subsection 5303(i)(2)(B), Section 6001, subsection 134(i)(2)(B), and 6002.

Attachment: OWP FY 21-22 Draft (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

Attachment: Formal Resolution 052521 OWP FY 21-22 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 21-22

A Resolution approving the Overall Work Program for Fiscal Year 2021/2022

WHEREAS, the Mariposa County Local Transportation Commission (LTC) is the Regional Transportation Planning Agency (RTPA) for Mariposa County; and,

WHEREAS, the Mariposa County LTC has prepared an Overall Work Program (OWP) for FY 2021/2022 which has been reviewed by Caltrans; and,

WHEREAS, this Overall Work Program becomes the basis for Mariposa County LTC activities and budget for FY 2021/2022.

NOW THEREFORE BE IT RESOLVED that the Mariposa County Local Transportation Commission does hereby adopt the Fiscal Year 2021/2022 Overall Work Program and certifies that it's planning process will be implemented in accordance with all applicable requirements.

BE IT FURTHER RESOLVED that the Mariposa County Local Transportation Commission hereby authorizes the Executive Director to submit the OWP and to execute all necessary agreements to implement this resolution.

ON MOTION BY Commissioner _____, seconded by Commissioner _____, this resolution is duly passed and adopted this 25th day of May, 2021 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Marshall Long, Chair
Local Transportation Commission

ATTEST:

_____
Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;

(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;

(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies that, to the maximum extent possible, and consistent with the Consolidated Appropriations Act, 2021 (Public Law 116–260):

(a) Funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or

(b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

(a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and

(b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

(as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
   (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
   (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
   (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
   (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

(1) Senior;

(2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

(3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

(1) Provides a fair distribution of amounts in the State, including Indian reservations; and

(2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

(1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

(2) It has determined that otherwise eligible local transit needs are being addressed.

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;

(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 659, "Rail Fixed Guideway Systems; State Safety Oversight";
(b) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(c) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;
(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. L, title I, § 199(b).

The applicant certifies the following:

(a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;

(b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and

(c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 21. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing.

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:

(1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,

(2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or

(3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:

(1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),

(2) Category 06 (Transit Asset Management Plan),

(3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),

(4) Category 09 (Formula Grants for Rural Areas),

(5) Category 15 (Alcohol and Controlled Substances Testing), and

(6) Category 17 (Demand Responsive Service).

Attachment: Certifications and Assurances FY 2021 (LTC-2021-17 : Approve Transportation Planning Overall Work Program for FY 21/22)

FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Mariposa County Local Transportation Commission

The Applicant certifies to the applicable provisions of categories 01–21. X

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Lobbying	
05	Private Sector Protections	
06	Transit Asset Management Plan	
07	Rolling Stock Buy America Reviews and Bus Testing	
08	Urbanized Area Formula Grants Program	
09	Formula Grants for Rural Areas	
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	

Attachment: Certifications and Assurances FY 2021 Signature Pages (LTC-2021-17 : Approve Transportation Planning Overall Work Program

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
13	State of Good Repair Grants	_____
14	Infrastructure Finance Programs	_____
15	Alcohol and Controlled Substances Testing	_____
16	Rail Safety Training and Oversight	_____
17	Demand Responsive Service	_____
18	Interest and Financing Costs	_____
19	Construction Hiring Preferences	_____
20	Cybersecurity Certification for Rail Rolling Stock and Operations	_____
21	Tribal Transit Programs	_____

FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2021)

AFFIRMATION OF APPLICANT

Name of the Applicant: Mariposa County Local Transportation Commission

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2021.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to

Attachment: Certifications and Assurances FY 2021 Signature Pages (LTC-2021-17 : Approve Transportation Planning Overall Work Program

FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Mike Healy, Executive Director - MCLTC Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Mariposa County Local Transportation Commission

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name Steven W. Dahlem Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Attachment: Certifications and Assurances FY 2021 Signature Pages (LTC-2021-17 : Approve Transportation Planning Overall Work Program

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-300

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Appoint Todd Davidson as the Substuance Use Disorders (SUD) Director for Mariposa County

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RECOMMENDATION AND JUSTIFICATION:
Appoint Todd Davidson as the Substance Use Disorders (SUD) Director for Mariposa County Pursuant to California Department of Health Care Services Alcohol And/Or Drug Program Certification Standards Section 13005, Effective Immediately.

Todd Davidson is the current SUD Program Supervisor for the Mariposa County Behavioral Health and Recovery Services Branch, in Mariposa County Health & Human Services Agency. Todd is qualified to serve as the SUD Director in accordance with the Alcohol and/or Drug Program Certification Standards Section 13005(b) which is attached to the board item. Todd has previously served as the SUD Director from November 2014 to June 2016. Todd has 7 years of work experience in the SUD treatment and recovery fields at Mariposa County Health & Human Services Agency, as shown in his resume which is attached to the Board item.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board resolutions have not been required for previous appointments. The California Department of Health Care Services now requires a board resolution to be attached to the application for administrative responsibility. The Board advises The California Department of Health Care Services of other appointments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Appointment of a SUD Director is a mandate of the California State Plan, requiring action to be taken through this board resolution.

ATTACHMENTS:
Todd Davidson - Resume (PDF)
Alcohol and_or Other Drug Program Certification Standards section 13005 (PDF)

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

TODD DAVIDSON

[redacted]

EXPERIENCE

4/1/2021 TO CURRENT
SOCIAL WORKER SUPERVISOR II

- Supervise County Substance Use Disorder Services
- Provide Clinical Supervision

11/18/2014 TO 3/31/2021 Mariposa County Human Services *Mariposa, CA*
SOCIAL WORKER SUPERVISOR II

- Supervise County Adult Mental Health Services
- Provide Clinical Supervision

5/1/2006 TO 11/17/2014 Mariposa County Human Services *Mariposa, CA*
MENTAL HEALTH CLINICIAN

- Lead worker for Adult Mental Health Services
- Facilitated individual and group therapy sessions with seriously mentally ill (SMI) clients
- Facilitated case management and rehabilitation services with SMI clients

7/5/2000 TO 4/14/2006 Hillsides Home for Children *Pasadena, CA*
MENTAL HEALTH CLINICIAN

- School based mental health program coordinator
- Facilitated school based mental health program with elementary school students
- Trained in Los Angeles County Department of Mental Health procedures

1999 TO 2000 Citrus Counseling *Covina, CA*
MARRIAGE AND FAMILY THERAPIST

- Facilitated individual therapy session with elementary school students
- Facilitated group domestic violence classes

EDUCATION

1997-2000 Hope International University *Fullerton, CA*
M.A., MARRIAGE AND FAMILY THERAPY

1995-1997 Azusa Pacific University *Azusa, CA*
B.A., PSYCHOLOGY

MEMBERSHIP

- California Association of Marriage and Family Therapist

Attachment: Todd Davidson - Resume [Revision 1] (RES-2021-300 : Appoint Todd Davidson as the Substuance Use Disorders (SUD) Director

5. The treatment or recovery plan is reviewed by the counselor and the client and updated as necessary at least every 90 calendar days.

6. The client's file contains all required documents identified in section 12020 of these Standards.

7. When possible, the program shall follow-up with the client after the completion of program services.

b. Client File Review

At minimum, program staff shall review client files at intake, when treatment or recovery plan revision is appropriate, and at discharge. The purpose of the documented client file review is to ensure that:

1. The treatment or recovery plan is relevant to the stated problem(s).

2. The services provided are relevant to the treatment or recovery plan.

3. Record keeping is in accordance with these Standards.

c. Treatment Plan or Recovery Plan Review

The treatment or recovery plan review shall occur as specified in section 7090 and section 7100 of these Standards and shall:

1. Assess progress to date;

2. Re-assess needs and services; and

3. Identify additional problem areas and formulate new goals, when appropriate.

13000 PERSONNEL PRACTICES

13005 Program Director

a. All programs shall have a program director. The program director shall be designated by the entity to act on its behalf in the overall management and operation of the program. The program director shall have knowledge of alcohol and/or other drug related problems and the treatment and recovery process and shall have sufficient administrative and personnel skills to direct the program. The program director shall be responsible for implementing budgetary and policy decisions.

b. The program director shall have no less than two years of work in the field of substance use disorder treatment and recovery or other related fields.

Attachment: Alcohol and_or Other Drug Program Certification Standards section 13005 (RES-2021-300 : Appoint Todd Davidson as the

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-301

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Adopt Resolution and Project List for RMRA Road Projects for FY 21/22

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution authorizing the FY 21/22 RMRA Funding; and authorize the Director, Public Works & Transportation to file the Resolution and project list with the State Transportation Commission.

RMRA is road maintenance funding which is traditionally referred to as SB1 funding. Over the past four (4) years the funding has proven invaluable for meeting local share in the aftermath of numerous disaster events and to deliver road improvements to the County Maintained System.

In order to receive this funding the Board must pass a Resolution approving participation in the program, submit an approved list of projects and meet the requirements of Maintenance of Effort (MOE).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has passed this annual Resolution each and every year since passage of SB1.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board choose not to pass this Resolution the County would not receive roughly $1.4 M in additional Roads Funding.

FINANCIAL IMPACT:
The Board is required to appropriate Maintenance of Effort Funding in order to receive SB 1 Funding

ATTACHMENTS:
FY 21 22 SB1 Project Res (PDF)
2021-2022 SB1 Project List Exhibit A(PDF)
J.2 - Revised 20-21 SB1 RMRMA Final Project List - Mariposa (PDF)

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

MARIPOSA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO 21 - _____

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR FY 21/22 FUNDED BY SB1: THE ROAD REPAIR ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill SB1, the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April of 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of Mariposa County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the Mariposa County Board of Supervisors must adopt by resolution a list of proposed projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and location of each proposed project, a proposed schedule for the projects completion and the estimated useful life of the improvement; and

WHEREAS, Mariposa County will receive an estimated $1,400,000.00 in RMRA Funding in Fiscal Year 21/22 from SB1; and

WHEREAS, this is the fourth year in which Mariposa County is receiving SB1 funding, which will enable the County to continue essential road maintenance and rehabilitation projects, safety improvements, repair and replace aged bridges, and increase access and mobility options for the traveling public that would not otherwise be possible without SB 1; and

WHEREAS, the funding from SB 1 will help Mariposa County maintain and rehabilitate 564 miles of County roads and bridges throughout the County and will fund road maintenance equipment this year and many projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the County's streets and roads are in good to poor condition and this revenue will help us increase the overall quality of our roads system and over the next decade will bring our streets and roads into a good condition; and

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of Mariposa County, State of California, as follows:

1. The foregoing recitals are true and correct.

Attachment: FY 21 22 SB1 Project Res [Revision 3] (RES-2021-301 : Adopt Resolution and Project List for RMRA Road Projects for FY 21/22)

2. Attached hereto as Exhibit A is the list of newly proposed projects which will be funded in-part or solely with Fiscal Year 2021 / 2022 Road Maintenance and Rehabilitation Account Revenues.

PASSED AND ADOPTED by the Board of Supervisors, Mariposa County, State of California this _____ day of _____ by the following vote:

AYES:

NOES:

ABSENT

Mariposa County

BY _____

Marshall Long, Chair

Approved as to Legal Form:

_____

Steven W. Dahlem, County Counsel

Attest:

_____

Rene LaRoche, Clerk of the Board

Attachment: FY 21 22 SB1 Project Res [Revision 3] (RES-2021-301 : Adopt Resolution and Project List for RMRA Road Projects for FY 21/22)

EXHIBIT "A"

FY 21 / 22 RMRA Project List Submittal

Projecrt Title	Project Description	Project Location	Quantity	Unit	Estimated Project Schedule	Useful Life
Roadway Stripping	Paint Center and Fog Lines	Countywide Use	90	Road Miles	July 2021 - June 2022	4 years
Road Shoulder Weed Abate	Remove weeds both mechanical and chemical app.	Countywide Use	560	Miles	July 2021 - June 2022	Annual
Maintain Paved Surfaces	Fog Seal	Triangle Road - SR 49 to Tip Top	1.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Chowchilla Mountain - SR49 to Harris Cutoff Road	1.7	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	East Westfall Road - Chowchilla Mountain Road to Dirt	1	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Darrah Road	5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	West Whitlock Road	2.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	East Whitlock Road	2.4	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Schilling Rd	2	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Bondurant Rd	2.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Dogtown Rd	5.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Greeley Hill Rd	10	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Fiske Rd	1.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Dexter Rd	2.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Crack Seal & Chip Seal	Tip Top Road	2.3	Miles	July 2021 - June 2022	8 Years
Maintain Paved Surfaces	Crack Seal & Chip Seal	Sherlock Road	3.5	Miles	July 2021 - June 2022	8 Years
Maintain Paved Surfaces	Crack Seal & Chip Seal	Scool House Road	1.94	Miles	July 2021 - June 2022	8 Years
Purchase Road Maint. Equipment	Purchase Excavator for Steep Terrain Hazardous Fuel Reduction	Countywide Use	1	Each	July 2021 - June 2022	10
Gravel Road Maintenance	Grade and add rock to County Maintained Gravel Roads	Countywide			July 2021 - June 2022	
ROW Hazard Tree Removal	Remove Hazard Trees as deemed safety hazard	Countywide			July 2021 - June 2022	30 years
Upgrade Regulatory Signage	Replace Reg. Signage for Retroreflectivity	Countywide			July 2021 - June 2022	7 Years
Darrah bridge construction	Fund Bridge Replacement	Darrah Road Bridge			July 2021 - June 2022	40 Years

Attachment: 2021-2022 SB1 Project List Exhibit A (RES-2021-301 : Adopt Resolution and Project List for

EXHIBIT "A"

FY 21 / 22 RMRA Project List Submittal

Project Title	Project Description	Project Location	Quantity	Unit	Estimated Project Schedule	Useful Life
Roadway Striping	Paint Center and Fog Lines	Countywide Use	90	Road Miles	July 2021 - June 2022	4 years
Road Shoulder Weed Abate	Remove weeds both mechanical and chemical app.	Countywide Use	560	Miles	July 2021 - June 2022	Annual
Maintain Paved Surfaces	Fog Seal	Triangle Road - SR 49 to Tip Top	1.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Chowchilla Mountain - SR49 to Harris Cutoff Road	1.7	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	East Westfall Road - Chowchilla Mountain Road to Dirt	1	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Darrah Road	5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	West Whitlock Road	2.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	East Whitlock Road	2.4	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Schilling Rd	2	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Bondurant Rd	2.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Dogtown Rd	5.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Greeley Hill Rd	10	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Fiske Rd	1.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Dexter Rd	2.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Crack Seal & Chip Seal	Tip Top Road	2.3	Miles	July 2021 - June 2022	8 Years
Maintain Paved Surfaces	Crack Seal & Chip Seal	Sherlock Road	3.5	Miles	July 2021 - June 2022	8 Years
Maintain Paved Surfaces	Crack Seal & Chip Seal	School House Road	1.94	Miles	July 2021 - June 2022	8 Years
Purchase Road Maintenance. Equipment	Purchase Excavator for Steep Terrain Hazardous Fuel Reduction	Countywide Use	1	Each	July 2021 - June 2022	10
Gravel Road Maintenance	Grade and add rock to County Maintained Gravel Roads	Countywide			July 2021 - June 2022	
ROW Hazard Tree Removal	Remove Hazard Trees as deemed safety hazard	Countywide			July 2021 - June 2022	30 years
Upgrade Regulatory Signage	Replace Reg. Signage for Retro-reflectivity	Countywide			July 2021 - June 2022	7 Years
Harris Rd Culvert Winding at Creel Rd	Preliminary Engineering / Feasibility Study	Harris Rd at Creel Rd			July 2021 - June 2022	4 Years
Darrah bridge construction	Fund Bridge Replacement	Darrah Road Bridge			July 2021 - June 2022	40 Years

Attachment: J.2 - Revised 20-21 SB1 RMRMA Final Project List - Mariposa (RES-2021-301 : Adopt

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-302

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve CMAQ Road Program Supplement Agreement and Budget Action

---

RECOMMENDATION AND JUSTIFICATION:

Approve Leonard Road Paving Project Program Supplement Agreement with Caltrans for FY 2020/2021 Using Federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) Funds Allocated by the California Transportation Commission (CTC); Approve Budget Action Increasing Revenue and Appropriations in the Public Works Budget Receiving Unanticipated Revenue ($150,000); and Authorize the Board of Supervisors Chair to Sign the Agreement.

Staff has prepared the necessary documents requesting allocation of funds for the Leonard Rd Paving Project and is requesting that the Board authorize the Director, Public Works & Transportation to sign the agreement with Caltrans to use the CMAQ Funds for the Preliminary Engineering Phase of this Project.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Engineering staff conducted a detailed benefit analysis of similar roads with like characteristics in order to identify the most beneficial level of particulate reduction thus achieving maximum air quality project benefits to be achieved within the budgeted funding. The Board has approved similar Program Supplement Agreements in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board elect to not approve, the funds would not be available for the Preliminary Engineering Phase of the project, affecting completion of project.

FINANCIAL IMPACT:
Funding will be programmed in fund 511-1311-306-67-50 CMAQ

ATTACHMENTS:
Program Supplement Leonard Rd 5940(141) UnSigned (PDF)
E-76 CML-5940(141) 4-20-21 (PDF)
Res 2021-27 CMAQ (PDF)
Copy of CMAQ Gravel Roads Project Selection Analysis (PDF)

REF ID# 11791

FY 20-21 Budget Action - Fund 511 (PDF)

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

PROGRAM SUPPLEMENT NO. F056
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10-5940F15

Adv Project ID 1021000151
Date: April 20, 2021
Location: 10-MPA-0-CR
Project Number: CML-5940(141)
E.A. Number:
Locode: 5940

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 09/27/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Leonard Rd PM 10.63(Harvest Dr) to PM11.45(Mobilehome Park)

TYPE OF WORK: Surface unpaved road, shoulder backing, ditch excavating **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Z40E	$150,000.00	LOCAL		OTHER
$150,000.00			$0.00		$0.00

COUNTY OF MARIPOSA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Lee **Date** 5/3/2021 $150.000.00

Attachment: Program Supplement Leonard Rd 5940(141) UnSigned (RES-2021-302 : Approve CMAQ Road Program Supplement Agreement and

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

Attachment: Program Supplement Leonard Rd 5940(141) UnSigned (RES-2021-302 : Approve CMAQ Road Program Supplement Agreement and

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

Attachment: Program Supplement Leonard Rd 5940(141) UnSigned (RES-2021-302 : Approve CMAQ Road Program Supplement Agreement and

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be

Attachment: Program Supplement Leonard Rd 5940(141) UnSigned (RES-2021-302 : Approve CMAQ Road Program Supplement Agreement and

used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY'S annual audit and in the schedule of projects to be

Attachment: Program Supplement Leonard Rd 5940(141) UnSigned (RES-2021-302 : Approve CMAQ Road Program Supplement Agreement and

examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or
activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation

Attachment: Program Supplement Leonard Rd 5940(141) UnSigned (RES-2021-302 : Approve CMAQ Road Program Supplement Agreement and

systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

Attachment: Program Supplement Leonard Rd 5940(141) UnSigned (RES-2021-302 : Approve CMAQ Road Program Supplement Agreement and

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

FEDERAL AID PROGRAM — **CALIFORNIA DEPARTMENT OF TRANSPORTATION**

DLA LOCATOR: 10-MPA-0-CR
PREFIX: CML
PROJECT NO: 5940(141)
SEQ NO: 1
STATE PROJ NO: 1021000151L-N
ALT. PROJ NO:
AGENCY: MARIPOSA
ROUTE:
DISASTER NO:

TIP DATA
MPO: NON-MPO
FSTIP YR: 20/21
STIP REF: 230-0000-0460
FSTIP ID NO: rural

PROJECT LOCATION:
LEONARD ROAD FROM PM 10.63 (HARVEST DR) TO PM 11.45 (MOBILE HOME PARK)
TYPE OF WORK:
SURFACE UNPAVED ROADS, SHOULDER BACKING, DITCH EXCAVATION (TC)
FED RR NO'S:
PUC CODES:
PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN
ENV STATUS / DT:
RW STATUS / DT:
INV RTE:
BEG MP:
END MP:
BRIDGE NO:

PREV AUTH / AGREE DATES:
PE:
R/W:
CON:
SPR:
MCS:
OTH:

PROJECT END DATE (PED): 06/30/2023

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
Z40E	10	15				

FUNDING SUMMARY

PHASE			PROJECT COST	FEDERAL COST	AC COST
	PE	PREV. OBLIGATION	$0.00	$0.00	$0.00
PE	PE	THIS REQUEST	$150,000.00	$150,000.00	$0.00
	PE	SUBTOTAL	$150,000.00	$150,000.00	$0.00
	RW	PREV. OBLIGATION	$0.00	$0.00	$0.00
R/W	RW	THIS REQUEST	$0.00	$0.00	$0.00
	RW	SUBTOTAL	$0.00	$0.00	$0.00
	CON	PREV. OBLIGATION	$0.00	$0.00	$0.00
CON	CON	THIS REQUEST	$0.00	$0.00	$0.00
	CON	SUBTOTAL	$0.00	$0.00	$0.00
	OTH	PREV. OBLIGATION	$0.00	$0.00	$0.00
OTH	OTH	THIS REQUEST	$0.00	$0.00	$0.00
	OTH	SUBTOTAL	$0.00	$0.00	$0.00
		TOTAL:	$150,000.00	$150,000.00	$0.00

STATE REMARKS

04/09/2021 * Seq 1: Authorizing Federal Funds for PE
* PE is 100% federally funded using toll credits in lieu of non-federal match
* Final design is not to start until the environmental document (NEPA) is completed.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: PRE
FOR: INITIAL PE
DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: TAM, BENJAMIN ON 2021-03-04 948-3614
REVIEWED IN FADS BY: ANDERSON, PETER ON 2021-04-09 653-7349
SUBMITTED IN FADS BY: ANDERSON, PETER ON 2021-04-12 FOR CALTRANS
PROCESSED IN FADS BY: SIGNATURE, NOT_REQUIRED ON 2021-04-12 FOR FHWA
E-76 AUTHORIZED DATE IN FMIS BY: PAMELA ANGELO ON 2021-04-13 18:49:05.0

Attachment: E-76 CML-5940(141) 4-20-21 (RES-2021-302 : Approve CMAQ Road Program Supplement

SIGNATURE HISTORY FOR PROJECT NUMBER 5940(141) AS OF 04/14/2021

FHWA FMIS SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
0	SHUN HUEY	04/13/2021
	SHUN HUEY	04/13/2021
	PAMELA ANGELO	04/13/2021

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AUTH/AGREE	ANDERSON, PETER	04/12/2021

Attachment: E-76 CML-5940(141) 4-20-21 (RES-2021-302 : Approve CMAQ Road Program Supplement

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-27

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Adopt a Resolution Use of CMAC Funding to Pave Leonard Road

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution seeking approval for the Leonard Road Surface Project utilizing Congestion Mitigation Air Quality (CMAQ) Program Funding in the amount of $900,000.

CMAQ Funding can be applied for advancing projects that minimize traffic congestion or improve air quality, this project seeks to improve the traffic generated dust particulates estimated to exceed 55,000 pounds per year within this heavily residential area of the County.

Staff looked at a number of potential gravel roads to offer as a CMAQ Project but either other locations far exceeded the available funding to complete the project or the particulate level or impacts on residential homes were less than it was determined at this site.

This road improvement has long been promised to the residents of this area. Roughly 20 years ago this project began only to be cut short when funding was lost or reapportioned to a higher priority at the time. This project will partially fill a paving gap in an area where numerous residential properties are situated. This project will greatly improve the air quality of the area dramatically for the estimated 123 residential properties in the immediate area that use this road.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
To our knowledge this is the first time that CMAQ Funding has been used by the County for this purpose and our project application will need both State and Federal Approval. At this juncture staff is simply seeking your approval to submit this project for consideration by both State and Federal Funding Authorities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Staff will seek to find other uses for this project funding.

FINANCIAL IMPACT:

Attachment: Res 2021-27 CMAQ (RES-2021-302 : Approve CMAQ Road Program Supplement Agreement and Budget Action)

Resolution - Action Requested 2021-27

This project will be funded using CMAC Monies 88.53% and request that Toll Credits, if available, be used for the remaining 11.47% Local Share. Should Toll Credits not be available we propose to use SB1 resources for the Local Match.

ATTACHMENTS:
CMAQ Resolution Road Paving Project (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: Res 2021-27 CMAQ (RES-2021-302 : Approve CMAQ Road Program Supplement Agreement and Budget Action)

MARIPOSA COUNTY RESOLUTION 21-27

RESOLUTION SUPPORTING TIMELY USE OF FUNDING
CONGESTION MITIGATION AIR QUALITY(CMAQ)
LEONARD ROAD SURFACING PROJECT

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the "timely use" of State and Federal funding; and

WHEREAS, Mariposa County is able to apply for and receive Federal funding under the Congestion Mitigation Air Quality (CMAQ) program; and

WHEREAS, an application for the Leonard Road Surfacing Project has been prepared (herein referred to as PROJECT); and

WHEREAS, the County desires to ensure that its PROJECT is delivered in a timely manner to preclude the Mariposa region from losing those funds for non-delivery; and

WHEREAS, it is understood by the County that failure for not meeting project delivery dates for any phase of the PROJECT may jeopardize federal or state funding to the region; and

NOW THEREFORE , BE IT RESOLVED that the Mariposa County Board of Supervisors hereby agrees to comply with the requirements as set forth in the CMAQ program, ensure that all project delivery deadlines for all the PROJECT phases will be met or exceeded, and provide the required local matching funds.

BE IT FURTHER RESOLVED that the Mariposa County Board of Supervisors does direct its management and engineering staff to ensure the PROJECT is carried out as described in the complete application and, if approved, in a timely manner as per the requirements of AB 1012 for the amount programmed in the FTIP and the directive of the Board of Supervisors.

PASSED AND ADOPTED this 12th day of January 2021 by the following vote:

AYES: SMALLCOMBE, SWEENEY, LONG, FORSYTHE, MENETREY
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

Marshall Long, Board Chair

ATTEST:

René LaRoche, Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem, County Council

Attachment: Res 2021-27 CMAQ (RES-2021-302 : Approve CMAQ Road Program Supplement Agreement and Budget Action)

CONGESTION MITIGATION AND AIR QUALITY (CMAQ)
UNPAVED ROADS

ROAD	DESIGNATION	PM BEGINNING	PM END	LINEAR FEET	ADT	COMMENTS	PRELIMINARY COSTS	
Leonard Road	Local	10.63 Harvest Drive	11.44 Mobilehome Park	4,277	54	•Provide access to Grape Patch Estates •Roadbed has been prepared of pavement •Sufficient width for two lanes of traffic plus shoulders •**Low Environmental Impacts**. Reduces threat of lost funds. CATEX w/ Cultural Studies & NES MI	PE (25% CON)	$168,750
							ROW	$50,000
							Roadway	$300,000
							Earthwork	$100,000
							Structures	$50,000
							50% Markup	$225,000
							Total CON	$675,000
							Total Project (Rounded)	**$900,000**
Leonard Road	Local	10.00 Usona Road	10.63 Harvest Drive	3,326	69	•Requires realignment of roadway / new horizontal curves •Requires roadway grade improvements •Bridge required at Middle Fork Chowchilla River •High environmental impacts. EA/FONSI	PE (25% CON)	$1,589,250
							ROW	$50,000
							Roadway	$238,000
							Earthwork	$1,000,000
							Structures	$3,000,000
							50% Markup	$2,119,000
							Total CON	$6,357,000
							Total Project (Rounded)	**$8,000,000**
Silva Road	Local	11.08 Carleton Road	12.14 Cole Road	5,597	22	•Requires realignment of roadway / new horizontal curves •Requires roadway grade improvements •Culverts required at Pegleg Creek •High environmental impacts. EA/FONSI	PE (25% CON)	$525,375
							ROW	$100,000
							Roadway	$401,000
							Earthwork	$500,000
							Structures	$500,000
							50% Markup	$700,500
							Total CON	$2,101,500
							Total Project (Rounded)	**$2,700,000**
Cuneo Road	Minor Collector	10.00 Priest_Coulterville Road	11.94 Dexter Road	10,243	129	•Requires earthwork for widening & grade improvements •Culvert and drainage improvements •Moderate environmental impacts due to earthwork. CATEX w/ technical studies & mitigation	PE (25% CON)	$1,062,750
							ROW	$200,000
							Roadway	$734,000
							Earthwork	$2,000,000
							Structures	$100,000
							50% Markup	$1,417,000
							Total CON	$4,251,000
							Total Project (Rounded)	**$5,500,000**
Oak Grove Road	Minor Collector	10.00 Countyline	11.95 Foster Farms	10,296	82	•Requires earthwork for widening & grade improvements •Culvert and drainage improvements •Moderate environmental impacts due to earthwork. CATEX w/ technical studies & mitigation	PE (25% CON)	$501,375
							ROW	$50,000
							Roadway	$737,000
							Earthwork	$500,000
							Structures	$100,000
							50% Markup	$668,500
							Total CON	$2,005,500
							Total Project (Rounded)	**$2,500,000**
Oak Grove Road	Minor Collector	11.95 Foster Farms	14.76 Edge of Pavement / Cattleguard	14,837	28	•Requires earthwork for widening & grade improvements •Culvert and drainage improvements •Moderate environmental impacts due to earthwork. CATEX w/ technical studies & mitigation	PE (25% CON)	$735,000
							ROW	$100,000
							Roadway	$1,060,000
							Earthwork	$750,000
							Structures	$150,000
							50% Markup	$980,000
							Total CON	$2,940,000
							Total Project (Rounded)	**$3,800,000**
Usona Road	Minor Collector	10.95 0.95 Mi N/ Indian Peak	11.90 River Haven Drive	5,016	112	•Requires minor earthwork for widening & grade improvements •Culvert and drainage improvements •Moderate environmental impacts due to earthwork. CATEX w/ technical studies & mitigation	PE (25% CON)	$247,500
							ROW	$150,000
							Roadway	$360,000
							Earthwork	$250,000
							Structures	$50,000
							50% Markup	$330,000
							Total CON	$990,000
							Total Project (Rounded)	**$1,400,000**

** All projects require acquisition of right-of-way*

Attachment: Copy of CMAQ Gravel Roads Project Selection Analysis (RES-2021-302 : Approve CMAQ

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
511	1311-306	6750	Federal Revenue - CMAQ		($150,000)	
511	1311-781	0650	Fixed Asset - CMAQ - Leonard Road		$150,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or 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: Leonard Road Paving Project

DEPT HEAD SIGNATURE DATE:

APPROVED BY RES NO. CLERK DATE

511 Roads Projects

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: FY 20-21 Budget Action - Fund 511 (RES-2021-302 : Approve CMAQ Road Program Supplement Agreement and Budget Action)

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-303

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Purchase Permanent Easement for a Downtown Parking Purpose

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RECOMMENDATION AND JUSTIFICATION:
Purchase a Permanent Easement from the Mariposa United Methodist Church, Assessor's Parcel Number 013-183-0150 for Purposes of Public Parking in the Amount of $3,900, Including All Associated Fees; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Documents Necessary for This Transaction (Subject to Approval as to Legal Form by County Counsel).

This is a parking lot easement which needs to be accomplished in order to perform Parking Lot Rehabilitation work as part of the Downtown Revitalization Project.

Per previous Board Action this parcel easement was appraised and successful negotiations pursued on behalf of the County by Willdan.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board hired Willdan to appraise and negotiate with various property owners in order to secure permanent easements for public parking in the downtown Central Business District. The acquisition of Permanent Easements is a requirement of the Federal Grant which is funding the Downtown Revitalization Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should this not be approved and permanent easements not secured no Federal Project Grant funds can be used to make improvements to parking lots.

FINANCIAL IMPACT:
None, the Board has appropriated funds from the MID Settlement to fund these easement procurements.

ATTACHMENTS:
Parking Easement Procurement Mariposa United Methodist Church (PDF)

REF ID# 11796

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

BENDER ROSENTHAL INCORPORATED

TRANSMITTAL

Date: April 27, 2021 **Via:** USPS

To: Mike Healy, Director, Public Works & Transportation

From: Betsey Cline

RE: Mariposa Parking Rehabilitation Project -Mariposa United Methodist (APN: 013-183-0150)

Hi Mike,

Enclosed you will find the signed documents as detailed below for the Mariposa United Methodist Church parcel for your review and execution. The documents have "sign and date here" tabs where signatures are required.

- Purchase and Sale Agreement (3) originals
- Easement Deed
- W-9
- Check Request

Please return all executed documents to me for further processing to escrow. If you have any comments or items of specific concern you would like to discuss, please call me at (916) 978-4900, ext. 2078 or email b.cline@benderrosenthal.com.

Thank you,

Betsey Cline
Senior Project Coordinator

Enclosures

Attachment: Parking Easement Procurement Mariposa United Methodist Church (RES-2021-303 : Purchase Permanent Easement for a

Attachment: Parking Easement Procurement Mariposa United Methodist Church (RES-2021-303 : Purchase Permanent Easement for a

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between the County of Mariposa, a political subdivision of the State of California ("Grantee") and Mariposa United Methodist Church, a Corporation ("Grantor"). Grantee and Grantor are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. Grantor is the owner of certain real property located at 4993 State Highway 140, Mariposa, County of Mariposa, State of California, designated as Assessor's Parcel Number 013-183-0150 ("Property").

B. Grantee desires to acquire a portion of the Property which is necessary for the Mariposa County Parking District Rehabilitation Project ("Project"), a public use for which Grantee has the authority to exercise the power of eminent domain. The Parties acknowledge that this Agreement is made and entered into under threat of eminent domain. The Parties further desire to fully and finally resolve all claims, rights, interests and/or disputes relating to Grantee's construction and operation of the Project in the manner proposed as well as the acquisition, possession and/or use of the Acquisition Area (defined below).

The interest in the Property to be acquired pursuant to this Agreement (collectively, the "Acquisition Area") is 2,476± sf of Permanent Easement Interest as more fully described in Exhibit A and depicted in Exhibit B to the Easement Deed attached hereto as Exhibit 1 and incorporated herein by this reference.

C. The Parties acknowledge and agree that the Acquisition Area is (i) being acquired for a public use; (ii) necessary for the construction, operation and/or maintenance of the Project; and (iii) being acquired pursuant to this Agreement in lieu of a condemnation action or proceeding.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the covenants, agreements, representations and/or warranties contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties hereto do hereby agree as follows:

AGREEMENT

1. PURCHASE AND SALE; GRANTEE'S ADDITIONAL WORK.

a. Grantor agrees to sell, and Grantee agrees to purchase the Acquisition Area upon and subject to the terms and conditions set forth herein.

b. The purchase price for the Acquisition Area shall be TWO THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS ($2,800.00) ("Purchase Price").

c. The Purchase Price reflects the fair market value of the Acquisition Area without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or State law, Grantee may elect to recover its cleanup costs as allowed by law.

Attachment: Parking Easement Procurement Mariposa United Methodist Church (RES-2021-303 : Purchase Permanent Easement for a

2. FULL AND COMPLETE SETTLEMENT IN LIEU OF CONDEMNATION.

a. Grantor acknowledges and agrees that payment and receipt of the Purchase Price includes, without limitation, full payment of just compensation for Grantee's acquisition of the Acquisition Area and/or construction and operation of the Project in the manner proposed, including, without limitation, claims for lease bonus value, lost rents, damage to improvements, severance damages, business goodwill, furniture, fixtures and equipment, pre-condemnation damages, claims of inverse condemnation, attorneys' fees, costs, interest, and any and all other damages, causes of action and demands of Grantor against Grantee because of Grantee's purchase of the Acquisition Area and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement. Consistent with the foregoing, Grantor, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Grantee's performance under this Agreement constitutes full and complete satisfaction of Grantee's obligations to compensate Grantor not only for the purchase of the Acquisition Area, but also for construction and/or operation of the Project.

b. Grantor expressly acknowledges that execution of this Agreement does not constitute a waiver or other limitation on Grantee's constitutional and/or statutory right to commence an eminent domain proceeding in Superior Court to either (1) acquire the Acquisition Area to address a defect in Grantor's ability to convey clear and unencumbered title to Grantee; or (2) to clear any additional recorded or unrecorded encumbrances that impact Grantee's ability to own and possess the Acquisition Area free of any encumbrance, license, easement, property right and/or lien.

3. GRANTOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS.

Grantor hereby warrants, represents and/or covenants to Grantee that:

a. Grantor owns the Property in fee simple and has full power and authority to sell, transfer and/or otherwise convey the Acquisition Area to Grantee and to perform its obligations pursuant to this Agreement.

b. To the best of Grantor's knowledge, there are no action, suits, material claims, mechanics or materialmen liens, legal proceedings or any other proceedings or claims affecting the Property or any portion thereof, at law or in equity before any court or governmental agency, domestic or foreign.

c. Grantor shall not do anything which would impair Grantor's title to any of the Acquisition Area during the completion of the acquisition process contemplated in this Agreement.

d. To the best of Grantor's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease or other agreement or instrument to which the Acquisition Area may be bound.

e. Other than as is disclosed or covered in this Agreement, there are no agreements for occupancy in effect for the Acquisition Area, and no unrecorded possessory interests or unrecorded agreements that would adversely affect Grantee's use of the Acquisition Area. Grantor will not enter into any agreements or undertake any obligations prior to Closing which will in any way burden, encumber or otherwise affect the Acquisition Area without the prior written consent of Grantee, including, without limitation, any agreements for occupancy or use of the Acquisition Area.

Attachment: Parking Easement Procurement Mariposa United Methodist Church (RES-2021-303 : Purchase Permanent Easement for a

f. Grantor is aware of and shall comply with its obligation under California Health and Safety Code Section 25359.7 to disclose information to Grantee regarding the environmental status of the Property. To Grantor's knowledge, the Property and any contiguous real property owned by Grantor is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property which could affect the Property, including, without limitation, the Acquisition Area, or its use.

g. Until the close of escrow, Grantor shall upon learning of any fact or condition which would cause any of Grantor's warranties and representations in this Agreement not to be true as of closing, immediately give written notice of such fact or condition to Grantee.

h. Grantor shall maintain the Acquisition Area in good condition and shall perform all of its obligations under any service contracts or other contracts affecting the Acquisition Area until the Effective Date.

i. Each of the above warranties and representation is material and is relied upon by Grantee separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date of execution of this Agreement and shall survive the recording of the deeds for the Acquisition Area.

4. POSSESSION.

Upon execution of this Agreement by Grantee and Grantor, and deposit of funds in the amount of the Purchase Price into Escrow, Grantee shall have the right of possession and use of the Acquisition Area, including, without limitation, the right to remove and dispose of improvements thereon, thereat and/or thereto and construct the Project.

5. DAMAGE OR DESTRUCTION OF PROPERTY.

Prior to the transfer of title, should the Acquisition Area or any improvements thereon be materially damaged or destroyed by fire, earthquake or other calamity without the fault of Grantee, Grantee may elect to terminate this Agreement by written notice to Grantor. Such termination shall relieve the Parties of their obligations under this Agreement. Grantee, in its sole discretion may elect to reappraise the Property and make an offer to purchase the Property.

6. GRANTEE REPRESENTATION.

Grantee makes no representation, warranty, covenant or agreement that the Project shall be constructed or operated; and Grantor acknowledges and agrees that no obligation, liability or duty whatsoever shall exist or be incurred by Grantee or any other person or entity to Grantor or any other person or entity as a result of any failure to construct or operate the Project for any reason. The foregoing agreement of Grantor shall survive the Closing, or the termination of this Agreement by either party (whether Grantor or Grantee) for any reason, including a breach by the other party.

7. TIME OF ESSENCE.

Time is of the essence of each and every term, condition, obligation and provision of this Agreement.

Attachment: Parking Easement Procurement Mariposa United Methodist Church (RES-2021-303 : Purchase Permanent Easement for a

8. ENTIRE AGREEMENT; WAIVER AND MODIFICATION.

This Agreement is the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the Party to be bound thereby. No waiver by any Party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

9. COUNTERPARTS; COPIES.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Except as required for recordation, the parties as well as Escrow Holder and Title Company shall accept copies of signatures, including, without limitation, electronically transmitted (for example, by e-mail, facsimile, PDF or otherwise) signatures.

10. CAPTIONS.

Any captions to, or headings of, the articles, sections, subsections, paragraphs, or subparagraphs or other provisions of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision of this Agreement.

11. NO OBLIGATIONS TO THIRD PARTIES.

Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

12. EXHIBITS.

The Exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

13. NOTICES.

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of the date of mailing when delivered in person or sent by registered or certified mail return receipt requested), postage prepaid, or Federal Express, UPS or other overnight mail carrier, addressed as follows:

To Grantor:
Mariposa United Methodist Church
P.O. Box 248
Mariposa, CA 95338

To Grantee:
Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338

14. GOVERNING LAW; VENUE.

This Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms and provisions of this Agreement shall be commenced exclusively in a court of competent jurisdiction in the County of Mariposa.

15. SUCCESSORS AND ASSIGNS.

This Agreement as well as the deed attached as Exhibit 1 shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

16. RATIFICATION.

This Agreement is subject to the approval and ratification by the Grantee's governing body or its delegated representative.

17. SEVERABILITY.

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

GRANTOR: Mariposa United Methodist Church, a Corporation

By: _____ Apr 20, 2021
Date

Name: Stephen H. Smallcombe

Its: Chair Board of Trustees

COUNTY OF MARIPOSA

By: _____ _____
Marshall Long, Chair, Date
Board of Supervisors

Attachment: Parking Easement Procurement Mariposa United Methodist Church (RES-2021-303 : Purchase Permanent Easement for a

EXHIBIT 1

Recorded at the request of
County of Mariposa

When Recorded Mail to:
Bender Rosenthal, Inc.
Attn: Betsey Cline
2825 Watt Avenue, Suite 200
Sacramento, California 95821

Space above this line for Recorder's Use

This document is recorded for the benefit of the County of Mariposa and is therefore exempt from the payment of a recording fee pursuant to Government Code Section 27383 or filing fee pursuant to Government Code Section 6103, and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

013-183-0150
APN

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **MARIPOSA UNITED METHODIST CHURCH,** a Corporation ("GRANTOR") hereby grants to the **COUNTY OF MARIPOSA,** a political subdivision of the State of California ("GRANTEE"), an EASEMENT for public ingress and egress, public parking, public utility, and appurtenant uses upon, over and across that certain real property in the County of Mariposa, State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B"
ATTACHED HERETO AND MADE A PART HEREOF.

Dated this___day of _____, 20__

GRANTOR:
Mariposa United Methodist Church, a Corporation

By: _____

Name: _____

Its: _____

Attachment: Parking Easement Procurement Mariposa United Methodist Church (RES-2021-303 : Purchase Permanent Easement for a

Exhibit "A"

United Methodist Church – Portion of APN 013-183-15

A non-exclusive easement for public ingress, egress, and public parking lot, public utility and appurtenant uses, situated in a portion of Block 22 of the Town of Mariposa, as said Block 22 is delineated on that certain map entitled Town of Mariposa as surveyed by R. Thomas, C.E. for J.F. Johnson, Esq. 1860 (Copy of original Map, March 1906) filed as Map No. 314, Mariposa County Records, also being situated in a portion of Projected Section 23, T. 5 S., R. 18 E., Rancho Las Mariposas, Mariposa California, herein described as follows:

COMMENCING at the Northernmost corner of said Block 22 said corner also being the Northernmost corner of the United Methodist Church parcel (Document 20933599, MCOR); thence S53°51'45"W, along the Southeasterly line of 6th Street, 100 feet to the TRUE POINT OF BEGINNING; thence continuing on said line for 19 feet to the Westernmost corner of the United Methodist Church parcel; thence S35°58'17"W, parallel with Bullion Street, said line also being Southwesterly line of the United Methodist Church parcel for 102.96 feet to a point on the Northwesterly line of that certain real property conveyed to Randy L. Freitas by Grant Deed recorded January 29, 1997 as Document 970346, Mariposa County Official Records, said point also being the Southernmost corner of the United Methodist Church parcel, thence, N53°50'36"E along said Northwesterly line, said line also being the Southeasterly line of the United Methodist Church parcel, a distance of 51 feet; thence Westerly a distance of 42.42 feet more or less to a point 30 feet Northwesterly of the Southeasterly line of the United Methodist Church parcel and 21 feet Northeasterly of the Southwesterly line of the United Methodist Church parcel; thence N35°58'17" W, parallel to Bullion Street, a distance of 5 feet; thence S53°50'36"W a distance of 2 feet; thence N35°58'17'W, parallel to Bullion Street a distance of 67.95 feet more or less to the TRUE POINT OF BEGINNING.

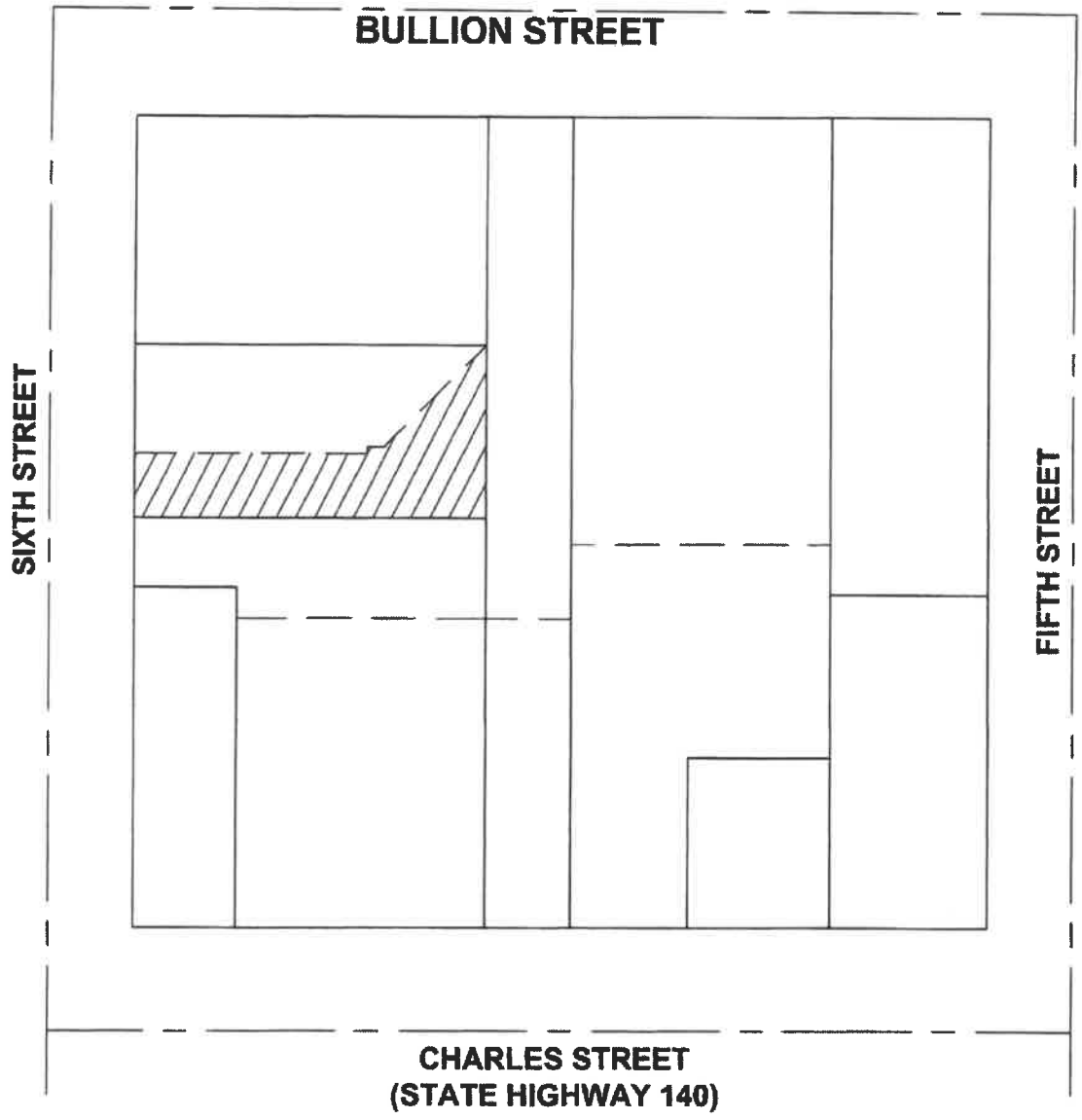
Containing 2,476 square feet more of less.

As shown on Exhibit "B" attached hereto and made a part hereof

Date: March 23, 2021

Attachment: Parking Easement Procurement Mariposa United Methodist Church (RES-2021-303 : Purchase Permanent Easement for a

EXHIBIT "B"



AREA DESCRIBED IN
EXHIBIT 'A'

WILLDAN Engineering
13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CA. 91746-3497
(562) 908-6247

SCALE:	1"=50'	DATE: 7-07-2020	
DRAWN BY:	DR	CHECKED BY: PMR	

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

\\ELK-NAS\ELKGROVE\COUNTY OF MARIPOSA\MARIPOSA LEGAL DESCRIPTIONS\07 - OUTSIDE CAD FILES\S01 EXHIBIT B PARCEL 3 AND 4.DWG

Attachment: Parking Easement Procurement Mariposa United Methodist Church (RES-2021-303 : Purchase Permanent Easement for a

Attachment: Parking Easement Procurement Mariposa United Methodist Church (RES-2021-303 : Purchase Permanent Easement for a

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Grant of Easement to the County of Mariposa, a political subdivision of the State of California, by the within instrument, the provisions of which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted by the undersigned officer(s) on behalf of the County pursuant to authority conferred by the Mariposa County Board of Supervisors Resolution No. _____ adopted on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated _____

_____
Marshall Long, Chair
Mariposa County Board of Supervisors

Recorded at the request of
County of Mariposa

When Recorded Mail to:
Bender Rosenthal, Inc.
Attn: Betsey Cline
2825 Watt Avenue, Suite 200
Sacramento, California 95821

Space above this line for Recorder's Use

This document is recorded for the benefit of the County of Mariposa and is therefore exempt from the payment of a recording fee pursuant to Government Code Section 27383 or filing fee pursuant to Government Code Section 6103, and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

013-183-0150
APN

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **MARIPOSA UNITED METHODIST CHURCH,** a Corporation ("GRANTOR") hereby grants to the **COUNTY OF MARIPOSA,** a political subdivision of the State of California ("GRANTEE"), an EASEMENT for public ingress and egress, public parking, public utility, and appurtenant uses upon, over and across that certain real property in the County of Mariposa, State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B"
ATTACHED HERETO AND MADE A PART HEREOF.

Dated this 20 day of April, 2021

GRANTOR:
Mariposa United Methodist Church, a Corporation

By: Stephen H. Smallcombe

Name: Stephen H. Smallcombe

Its: Chair Board of Trustees

Attachment: Parking Easement Procurement Mariposa United Methodist Church (RES-2021-303 : Purchase Permanent Easement for a

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Mariposa)

On April 20, 2021 (*Date*) before me, Rhonda Matthews, Notary Public (*Here Insert Name and Title of the Officer*),

personally appeared Stephen H. Smallcombe (*Name(s) of Signer(s)*),

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

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

WITNESS my hand and official seal.

RHONDA MATTHEWS
Notary Public - California
Mariposa County
Commission # 2261798
My Comm. Expires Nov 4, 2022

Signature Rhonda Matthews
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Easement Deed Document Date: —
Number of Pages: — Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Attachment: Parking Easement Procurement Mariposa United Methodist Church (RES-2021-303 : Purchase Permanent Easement for a

Exhibit "A"

United Methodist Church – Portion of APN 013-183-15

A non-exclusive easement for public ingress, egress, and public parking lot, public utility and appurtenant uses, situated in a portion of Block 22 of the Town of Mariposa, as said Block 22 is delineated on that certain map entitled Town of Mariposa as surveyed by R. Thomas, C.E. for J.F. Johnson, Esq. 1860 (Copy of original Map, March 1906) filed as Map No. 314, Mariposa County Records, also being situated in a portion of Projected Section 23, T. 5 S., R. 18 E., Rancho Las Mariposas, Mariposa California, herein described as follows:

COMMENCING at the Northernmost corner of said Block 22 said corner also being the Northernmost corner of the United Methodist Church parcel (Document 20933599, MCOR); thence S53°51'45"W, along the Southeasterly line of 6th Street, 100 feet to the TRUE POINT OF BEGINNING; thence continuing on said line for 19 feet to the Westernmost corner of the United Methodist Church parcel; thence S35°58'17"W, parallel with Bullion Street, said line also being Southwesterly line of the United Methodist Church parcel for 102.96 feet to a point on the Northwesterly line of that certain real property conveyed to Randy L. Freitas by Grant Deed recorded January 29, 1997 as Document 970346, Mariposa County Official Records, said point also being the Southernmost corner of the United Methodist Church parcel, thence, N53°50'36"E along said Northwesterly line, said line also being the Southeasterly line of the United Methodist Church parcel, a distance of 51 feet; thence Westerly a distance of 42.42 feet more or less to a point 30 feet Northwesterly of the Southeasterly line of the United Methodist Church parcel and 21 feet Northeasterly of the Southwesterly line of the United Methodist Church parcel; thence N35°58'17" W, parallel to Bullion Street, a distance of 5 feet; thence S53°50'36"W a distance of 2 feet; thence N35°58'17'W, parallel to Bullion Street a distance of 67.95 feet more or less to the TRUE POINT OF BEGINNING.

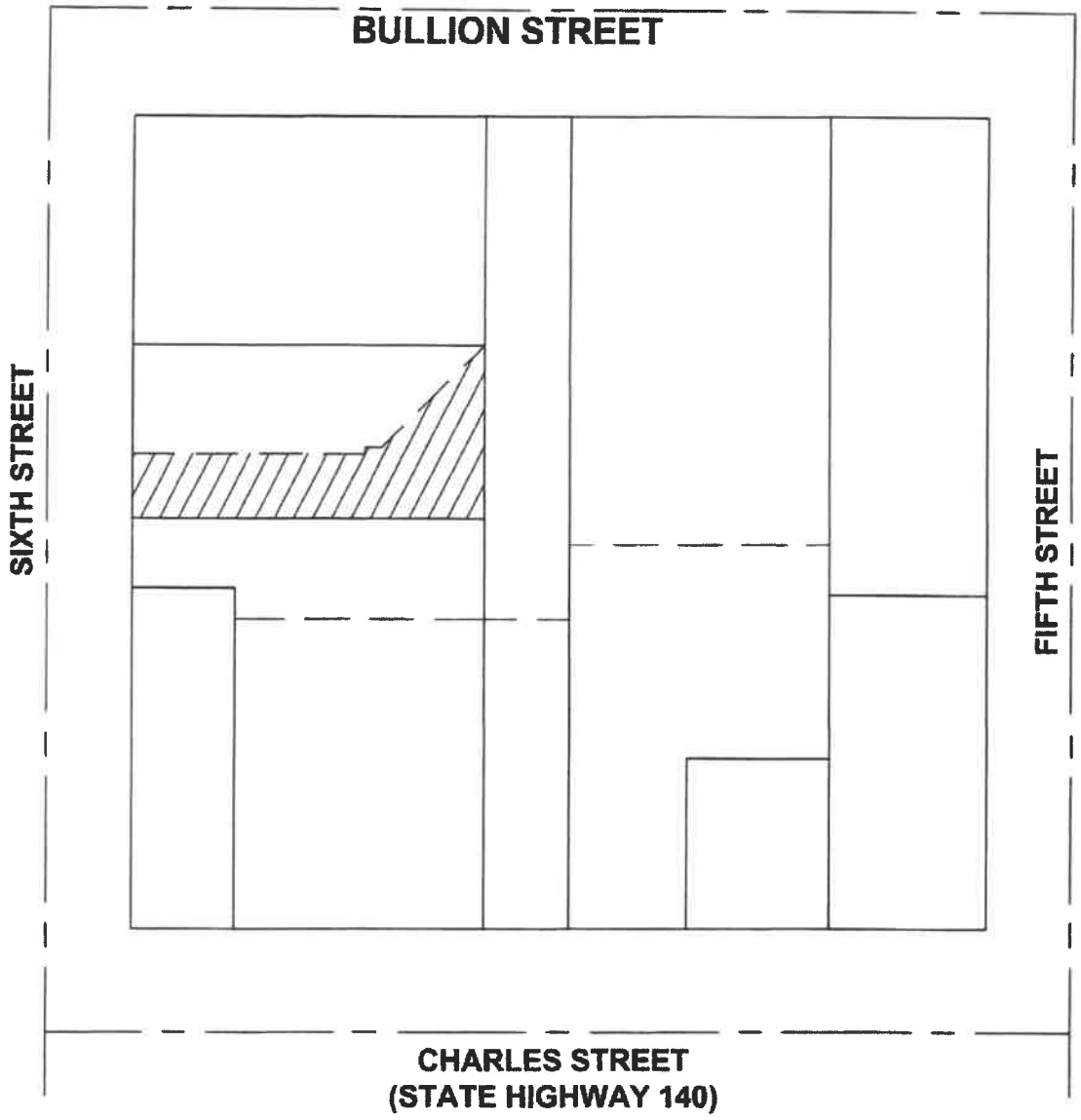
Containing 2,476 square feet more of less.

As shown on Exhibit "B" attached hereto and made a part hereof

Date: March 23, 2021

Attachment: Parking Easement Procurement Mariposa United Methodist Church (RES-2021-303 : Purchase Permanent Easement for a

EXHIBIT "B"



AREA DESCRIBED IN
EXHIBIT 'A'

WILLDAN Engineering | extending your reach
13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CA 91748-3467
(562) 908-6247

SCALE:	1"=50'	DATE: 7-07-2020	SKETCH TO ACCOMPANY LEGAL DESCRIPTION
DRAWN BY:	DR	CHECKED BY: PMR	

\\ELK-NAS\ELKGROVE\COUNTY OF MARIPOSA\MARIPOSA LEGAL DESCRIPTIONS\07 - OUTSIDE CAD FILES\SD1 EXHIBIT B PARCEL 3 AND 4.DWG

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Dated _____

_____

Marshall Long, Chair
Mariposa County Board of Supervisors

Attachment: Parking Easement Procurement Mariposa United Methodist Church (RES-2021-303 : Purchase Permanent Easement for a

BRI BENDER ROSENTHAL INCORPORATED

20-041

CHECK REQUEST

Mariposa County Parking District Rehabilitation Project

April 27, 2021

MAIL TO:	**Inter-County Title Co.** Attn: Tonya Lindsey 5160 Bullion Street Mariposa, CA 95338
RE:	Easement Deed
THE SUM OF:	Three Thousand Nine Hundred Dollars and No Cents
TOTAL:	**$3,900.00**
OWNER:	Mariposa United Methodist Church
CHECK PAYABLE TO:	Inter-County Title Company Re: Escrow #M31034
SITE ADDR:	4991 & 4993 6th Street Mariposa, CA 95338
COUNTY:	Mariposa

ALLOCATION(s):		
	Acquisition	$2,800.00
	Escrow Fee	$550.00
	CLTA Policy	$550.00
	Total Due	**$3,900.00**

AUTHORIZED: _____

BY: _____

DATE: _____

PLEASE SEND SIGNED COPY OF FORM VIA EMAIL to b.cline@benderrosenthal.com

Attachment: Parking Easement Procurement Mariposa United Methodist Church (RES-2021-303 : Purchase Permanent Easement for a

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-304

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Purchase of Real Property in a Downtown Parking Lot

RECOMMENDATION AND JUSTIFICATION:
Purchase Assessor's Parcel Number 013-184-0100 Located Within the Vehicle Parking District for the Purchase Price of $58,806; Find This Action Exempt from Environmental Review; and Authorize the Board of Supervisors Chair to Sign the Notice of Exemption and the Purchase Agreement .

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 17, 2019 the Board authorized as part of Board Resolution 2019 - 729 a budget to purchase parking rights within the downtown parking lots. Attached is a Purchase and Sale Agreement for a large parcel within the parking lot between 5th and 6th Street.

The Board approved the retention of Willdan Engineering to facilitate real estate services on behalf of the County and they have negotiated and forwarded this Purchase and Sale Agreement for consideration by the Board.

The Board approved a resolution of intention to sell this property with Resolution 2021-221, which has been advertised for three consecutive weeks in the Mariposa Gazette.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
An opportunity to purchase land required for parking to enhance the viability of the Central Business District would be lost.

FINANCIAL IMPACT:
Sufficient dollars have been appropriated in the MID Settlement Fund.

ATTACHMENTS:
Res 2019-729 (PDF)
Parcel 013-184-0100 Offer of Purchase and Sale Agreement (PDF)
Parking Real Estate Services Agreement (PDF)
CEQA NOE for Purchase of Real Property in Parking District (DOCX)
Vicinity Map 1 - Purchase of Parcel in Parking District (JPG)
Vicinity Map 2 - Purchase of Parcel in Parking District (JPG)

REF ID# 11579

RESULT: **ADOPTED [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 2019-729

MEETING: December 17, 2019

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: MID Settlement Budget Action

RECOMMENDATION AND JUSTIFICATION:

Approve a Budget Action Transferring $1.09 Million from the MID Settlement Fund for Creek Parkway Land Acquisition, a Water Project Feasibility Study, a Master Parks and Resiliency Plan and Parking Easements.

In November 2017, Mariposa County settled a legal dispute with Merced Irrigation District (MID) that, among other things, awarded the County a one-time payment of $1.5 million, a percentage of MID sales up to $300,000 annually for thirty (30) years and an escrow of up to $18 million for a future water project.

MID settlement funds have been isolated in the budget to preserve the Board's ability to be intentional and strategic with settlement dollars. An initial allocation was used to help finance a new financial system ($200,000), support Government Center roof replacement ($113,000), design a place brand ($53,000), repair the El Portal swimming pool ($50,000), provide matching funds for the Detwiler Fire response ($50,000) and redesign the County website ($11,000). The remaining balance in the MID Settlement Fund is $1,504,041.

Previous Board direction regarding these funds encourages spending focused on one-time, non-operational expenses that leave a positive, enduring impact. To the extent possible, staff would also like these funds to create opportunities for additional revenue that will magnify the effect and deliver desirable amenities.

In order to meet the objectives set forth by the Board, staff recommends MID settlement allocations for the following projects:

$250,000 for a water project feasibility study. As mentioned previously, the County is entitled to up to $18 million in funds for a water project in Mariposa County. This allocation would allow the County, or the County Water Agency, to begin the process of investigating possible projects to determine which options will be most feasible and beneficial to the county.

Attachment: Res 2019-729 (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

$150,000 for a master parks and resiliency plan. With the passage of Proposition 68, significant grant dollars have been and will continue to be made available for recreation projects. The California Department of Parks and Recreation has advised cities and counties that many of the upcoming grant dollars will be contingent on the existence of a recently adopted master parks and resiliency plan. Allocating these funds will make the County eligible to apply for several million dollars that can be used for projects across the county.

$450,000 for parking easements. The County was recently awarded a $6.3 million grant for road and infrastructure work in downtown Mariposa. Staff is also in discussions with potential developers interested in significant capital investment that would add demand for parking in the downtown area. Both projects would be complemented by the acquisition of additional parking easements for the Mariposa Parking District.

$240,000 for Mariposa Creek Parkway land acquisition. The County is in discussions with the Sierra Foothill Conservancy for assistance acquiring four parcels encompassing more than 350 acres along the Mariposa Creek Parkway. The potential agreement intends to not only secure ownership of land for the Creek Parkway project at a fraction of the cost of an outright purchase, but would also secure more build-able land for a new sheriff's station, improves the County's position in applying for up to $2 million in additional recreation grants to complete the Mariposa Creek Parkway and associated trails, and provides additional land in and around a developed portion of the county for recreation, housing and/or economic development.

Each of these projects meets Board criteria for a positive, lasting effect. Listed projects also create opportunities to secure additional revenue and desirable amenities for Mariposa County. Accordingly, staff recommends approval of the budget action as presented.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board considers budget requests on a regular basis. No allocations for the MID Settlement Fund were made in the current budget.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the budget action. Listed projects will need alternate revenue sources to move forward.

Amend the budget action. The Board can modify the budget action as desired.

FINANCIAL IMPACT:
This action transfers money from the MID Settlement Fund to appropriate budgets for desired projects

ATTACHMENTS:

Attachment: Res 2019-729 (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

Budget Action Form - incorrect version - not used (PDF)
Budget action - corrected version for MID item (PDF)

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Res 2019-729 (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

Attachment: Parcel 013-184-0100 Offer of Purchase and Sale Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between the County of Mariposa, a political subdivision of the State of California ("Grantee") and Mareka G. Lodge, successor trustee under the Wilfred L. Von Der Ahe Jr. Family Trust dated June 17, 1981 ("Grantor"). Grantee and Grantor are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. Grantor is the owner of certain real property located at 5010 5th Street, Mariposa, County of Mariposa, State of California, designated as Assessor's Parcel Number 013-184-0100 ("Property").

B. Grantee desires to acquire a portion of the Property which is necessary for the Mariposa County Parking District Rehabilitation Project ("Project"), a public use for which Grantee has the authority to exercise the power of eminent domain. The Parties acknowledge that this Agreement is made and entered into under threat of eminent domain. The Parties further desire to fully and finally resolve all claims, rights, interests and/or disputes relating to Grantee's construction and operation of the Project in the manner proposed as well as the acquisition, possession and/or use of the Acquisition Area (defined below).

The interest in the Property to be acquired pursuant to this Agreement (collectively, the "Acquisition Area") is 13,068± sf of Fee Simple Interest as more fully depicted in Exhibit A to the Grant Deed attached hereto as Exhibit 1 and incorporated herein by this reference.

C. The Parties acknowledge and agree that the Acquisition Area is (i) being acquired for a public use; (ii) necessary for the construction, operation and/or maintenance of the Project; and (iii) being acquired pursuant to this Agreement in lieu of a condemnation action or proceeding.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the covenants, agreements, representations and/or warranties contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties hereto do hereby agree as follows:

AGREEMENT

1. PURCHASE AND SALE; GRANTEE'S ADDITIONAL WORK.

a. Grantor agrees to sell, and Grantee agrees to purchase the Acquisition Area upon and subject to the terms and conditions set forth herein.

b. The purchase price for the Acquisition Area shall be FIFTY-EIGHT THOUSAND EIGHT HUNDRED SIX DOLLARS AND NO CENTS ($58,806.00) ("Purchase Price").

c. The Purchase Price reflects the fair market value of the Acquisition Area without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or State law, Grantee may elect to recover its cleanup costs as allowed by law.

Attachment: Parcel 013-184-0100 Offer of Purchase and Sale Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

2. FULL AND COMPLETE SETTLEMENT IN LIEU OF CONDEMNATION.

a. Grantor acknowledges and agrees that payment and receipt of the Purchase Price includes, without limitation, full payment of just compensation for Grantee's acquisition of the Acquisition Area and/or construction and operation of the Project in the manner proposed, including, without limitation, claims for lease bonus value, lost rents, damage to improvements, severance damages, business goodwill, furniture, fixtures and equipment, pre-condemnation damages, claims of inverse condemnation, attorneys' fees, costs, interest, and any and all other damages, causes of action and demands of Grantor against Grantee because of Grantee's purchase of the Acquisition Area and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement. Consistent with the foregoing, Grantor, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Grantee's performance under this Agreement constitutes full and complete satisfaction of Grantee's obligations to compensate Grantor not only for the purchase of the Acquisition Area, but also for construction and/or operation of the Project.

b. Grantor expressly acknowledges that execution of this Agreement does not constitute a waiver or other limitation on Grantee's constitutional and/or statutory right to commence an eminent domain proceeding in Superior Court to either (1) acquire the Acquisition Area to address a defect in Grantor's ability to convey clear and unencumbered title to Grantee; or (2) to clear any additional recorded or unrecorded encumbrances that impact Grantee's ability to own and possess the Acquisition Area free of any encumbrance, license, easement, property right and/or lien.

3. GRANTOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS.

Grantor hereby warrants, represents and/or covenants to Grantee that:

a. Grantor owns the Property in fee simple and has full power and authority to sell, transfer and/or otherwise convey the Acquisition Area to Grantee and to perform its obligations pursuant to this Agreement.

b. To the best of Grantor's knowledge, there are no action, suits, material claims, mechanics or materialmen liens, legal proceedings or any other proceedings or claims affecting the Property or any portion thereof, at law or in equity before any court or governmental agency, domestic or foreign.

c. Grantor shall not do anything which would impair Grantor's title to any of the Acquisition Area during the completion of the acquisition process contemplated in this Agreement.

d. To the best of Grantor's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease or other agreement or instrument to which the Acquisition Area may be bound.

e. Other than as is disclosed or covered in this Agreement, there are no agreements for occupancy in effect for the Acquisition Area, and no unrecorded possessory interests or unrecorded agreements that would adversely affect Grantee's use of the Acquisition Area. Grantor will not enter into any agreements or undertake any obligations prior to Closing which will in any way burden, encumber or otherwise affect the Acquisition Area without the prior written consent of Grantee, including, without limitation, any agreements for occupancy or use of the Acquisition Area.

Attachment: Parcel 013-184-0100 Offer of Purchase and Sale Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

f. Grantor is aware of and shall comply with its obligation under California Health and Safety Code Section 25359.7 to disclose information to Grantee regarding the environmental status of the Property. To Grantor's knowledge, the Property and any contiguous real property owned by Grantor is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property which could affect the Property, including, without limitation, the Acquisition Area, or its use.

g. Until the close of escrow, Grantor shall upon learning of any fact or condition which would cause any of Grantor's warranties and representations in this Agreement not to be true as of closing, immediately give written notice of such fact or condition to Grantee.

h. Grantor shall maintain the Acquisition Area in good condition and shall perform all of its obligations under any service contracts or other contracts affecting the Acquisition Area until the Effective Date.

i. Each of the above warranties and representation is material and is relied upon by Grantee separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date of execution of this Agreement and shall survive the recording of the deeds for the Acquisition Area.

4. POSSESSION.

Upon execution of this Agreement by Grantee and Grantor, and deposit of funds in the amount of the Purchase Price into Escrow, Grantee shall have the right of possession and use of the Acquisition Area, including, without limitation, the right to remove and dispose of improvements thereon, thereat and/or thereto and construct the Project.

5. DAMAGE OR DESTRUCTION OF PROPERTY.

Prior to the transfer of title, should the Acquisition Area or any improvements thereon be materially damaged or destroyed by fire, earthquake or other calamity without the fault of Grantee, Grantee may elect to terminate this Agreement by written notice to Grantor. Such termination shall relieve the Parties of their obligations under this Agreement. Grantee, in its sole discretion may elect to reappraise the Property and make an offer to purchase the Property.

6. GRANTEE REPRESENTATION.

Grantee makes no representation, warranty, covenant or agreement that the Project shall be constructed or operated; and Grantor acknowledges and agrees that no obligation, liability or duty whatsoever shall exist or be incurred by Grantee or any other person or entity to Grantor or any other person or entity as a result of any failure to construct or operate the Project for any reason. The foregoing agreement of Grantor shall survive the Closing, or the termination of this Agreement by either party (whether Grantor or Grantee) for any reason, including a breach by the other party.

7. TIME OF ESSENCE.

Time is of the essence of each and every term, condition, obligation and provision of this Agreement.

Attachment: Parcel 013-184-0100 Offer of Purchase and Sale Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

8. ENTIRE AGREEMENT; WAIVER AND MODIFICATION.

This Agreement is the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the Party to be bound thereby. No waiver by any Party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

9. COUNTERPARTS; COPIES.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Except as required for recordation, the parties as well as Escrow Holder and Title Company shall accept copies of signatures, including, without limitation, electronically transmitted (for example, by e-mail, facsimile, PDF or otherwise) signatures.

10. CAPTIONS.

Any captions to, or headings of, the articles, sections, subsections, paragraphs, or subparagraphs or other provisions of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision of this Agreement.

11. NO OBLIGATIONS TO THIRD PARTIES.

Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

12. EXHIBITS.

The Exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

13. NOTICES.

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of the date of mailing when delivered in person or sent by registered or certified mail return receipt requested), postage prepaid, or Federal Express, UPS or other overnight mail carrier, addressed as follows:

To Grantor:
Mareka G. Lodge
53690 Road 432
Bass Lake, CA 93604

To Grantee:
Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338

14. GOVERNING LAW; VENUE.

This Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms and provisions of this Agreement shall be commenced exclusively in a court of competent jurisdiction in the County of Mariposa.

15. SUCCESSORS AND ASSIGNS.

This Agreement as well as the deed attached as Exhibit 1 shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

16. RATIFICATION.

This Agreement is subject to the approval and ratification by the Grantee's governing body or its delegated representative.

17. SEVERABILITY.

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

GRANTOR: Mareka G. Lodge, successor trustee under the Wilfred L. Von Der Ahe Jr. Family Trust dated June 17, 1981

Mareka G. Lodge, Successor Trustee — Date: 3/12/21

COUNTY OF MARIPOSA

Chair, Board of Supervisors — Date

Attachment: Parcel 013-184-0100 Offer of Purchase and Sale Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

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Dated _____

_____
Marshall Long, Chair
Mariposa County Board of Supervisors

20-036

AGREEMENT FOR MARIPOSA VEHICLE PARKING DISTRICT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2020, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Willdan Engineering, ("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 January 24, 2020 and terminate on December 31, 2021unless extended as provided by this Agreement.

2. SERVICES

Contractor shall provide design services for Mariposa Parking District 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 $115,176. The Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoices.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

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

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
Willdan Engineering
2014 Tulare St. Suite 515
Fresno, CA 93721
559.443.5290

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

11. COMPLIANCE

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

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

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

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Director of Public Works & Transportation. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

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

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

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

16. NO WAIVER

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

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

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

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

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

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

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

Funding Source: Parking District

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

COUNTY OF MARIPOSA

Mike Healy, Director
Public Works & Transportation

CONTRACTOR

Willdan Engineering

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

EXHIBIT "A"

WILLDAN
Celebrating 50 years of service

MARIPOSA VEHICLE PARKING DISTRICT

SCOPE OF WORK

Willdan understands that in 1975 Mariposa County formed Vehicle Parking District Number 1 pursuant to the Vehicle Parking District Law of 1943. The Vehicle Parking District Law of 1943 provided for the imposition of an ad valorem tax on properties within the district and for annual adjustments in the tax. It is understood, that the tax has not been adjusted for a number of years and that an ad valorem tax may not be the most appropriate means of assessing the properties within the District. There are currently 223 parking spaces within the parking district, 55 private, 68 on street, and 100 in the 3 parking lots. Mariposa desires to continue the parking enhancements provided by Parking District Number 1. It is understood that the 5th Street and Upper 6th Street parking lots were paved prior to the formation of the parking district and have not had significant preventative maintenance since that time. The Lower 6th Street parking lot is unpaved. The Parking District currently receives approximately $4,500 annually from the assessments on approximately 35 parcels within the district. The annual revenue provides for minimal expenditures beyond annual rental payments.

The original intent to form the District made reference to acquiring the parking lots and access, but was not specific about how they were to be acquired. The acquisition appears to have been accomplished through leases. These leases have been quite controversial with some of the lessors and are probably not the appropriate method to secure ongoing rights to improve and maintain the parking lots. These leases do not provide a reliable means of guaranteeing the Districts rights to the parking lot properties into the future. This is particularly true as the District plans for longer term investments in improvements to the existing parking lots or the possible inclusion of additional lots in the future.

The goal of this project is to develop a district that will provide revenue to maintain the enhanced parking into the future. Securing long term rights to the property is an integral aspect of creating a viable district. Various options for creating a viable parking district provided in the Streets and Highways Code have been explored. The advantage of some of the Streets and Highways Code options are that they provide for business owners rather than property owners to be assessed. While assessing the business owners within the existing Parking District is appealing as business ownership and usage change it would be increasingly difficult manage and increased administrative costs would likely negate any perceived benefits. After discussion and review with

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

the County, the initial determination is that the formation of a new Zone of Benefit within the existing Countywide County Service Area Number 1 is an attractive option. This option would allow continued parking enhancements within the community of Mariposa. The proposed boundaries of the expanded parking district have been tentatively determined and easements are proposed as the appropriate means of acquiring the property rights to the land that the parking lots occupy. Assessing the businesses within the district in proportion to the number of parking spaces required by zoning and use is recommended as the appropriate means of distributing the costs.

Willdan recommends that Doug Wilson manage all phases of the project for the County.

Phase 1. Project Management

The management of the project will include attending meetings with the County to provide progress updates, gather information, coordinate subconsultant's activities and prepare invoices.

Phase 2. (Optional)

The first Phase of the project is to obtain environmental clearance. Even though this is a critical first phase of the project, it is listed as optional pending determination of whether the County will perform this service or it will be provided as a part of Willdan's activities.

Phase 3. Prepare Easement Deed Descriptions and Plats

Task 3A. Prepare easement descriptions for the parcels to be acquired. Mr. David Knell, PLS will review the lease descriptions provided by the County and revise as necessary. Nine descriptions anticipated to be reviewed and two (Methodist Church and Dulcich) are anticipated to be revised.

Task 3B. Mr. Knell will also oversee the reparation of the plats for the parcels to be acquired.

Phase 4. Easement Acquisition

Task 4A. Manage the appraisal and acquisition processes included in Task 4B and 4C. (The appraisal and acquisition will be performed by Bender Rosenthal. For a more detailed description of the appraisal acquisition process please reference Attachment 3)

Task 4B. Appraise the properties to be acquired by easement. (The appraisal and acquisition will be performed by Bender Rosenthal. For a more detailed description of the appraisal acquisition process please reference Attachment 3)

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

Task 4C. Negotiate and obtain signed deeds. (The appraisal and acquisition will be performed by Bender Rosenthal. For a more detailed description of the appraisal acquisition process please reference Attachment 3)

Phase 5. Develop data for Parking District ,,Zone of Benefit (Optional- this item is optional because the timing is uncertain.)

Task 5A Gather and analyze property data

Task 5A1. Gather existing property data within Parking District Number 1

Task 5A2. Analyze existing property data to determine whether it is adequate to determine parking needs for each parcel in accordance with the County's adopted parking requirements.

Task 5A3. Identify existing data gaps and methodology to fill them.

Task 5A4. Consider options utilizing existing data.

Task 5A5. Develop preliminary options for allocating assessments.

Task 5A6. Review findings and options with County.

Task 5B. Review boundaries for adjustment

Task 5B1. Review boundaries with County to determine potential adjustments to the boundaries.

Task 5B2. Gather property data for any potential areas for addition to the existing Parking District Number 1.

Task 5C. Develop potential assessments.

Task 5C1. Develop potential, "order of magnitude" costs for acquiring parking lots and review acquisition options with the Planning Department.

Task 5C2. Develop potential, "order of magnitude" costs and schedule for rehabilitation of parking lots.

Task 5C3. Develop potential, "order of magnitude" ongoing administration, maintenance and operations costs.

Task 5C4. Develop potential "order of magnitude" assessments based upon potential costs and up to three assessment options.

Task 5D. Review findings

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

Task 5D1. Review potential boundaries, assessment methodologies and assessments with the County.

Task 5D2. Review with property owners within the proposed districts to gain feedback.

Task 5E. Develop report for the Board of Supervisors including a report of activities and recommendations, including a scope of work to proceed to the formation of the Zone of Benefit.

Phase 6. Prepare documents for the Creation of the Parking District Zone of Benefit (Optional- this item is optional because the timing is uncertain.)

Task 6A. Utilizing information developed in Task 5, develop a proposal for creating the parking Zone of Benefit

Task 6A1. Work with County staff to develop any missing data required to develop Parking Zone of Benefit as directed by the Board of Supervisors.

Task 6A2. Refine estimates to acquire rights to property for the parking lots as directed by the Board of Supervisors.

Task 6A2. Refine estimates and schedules for improvements/rehabilitation of the existing parking lots.

Task 6A3. Develop estimates and costs to administer the Parking Zone of Benefit.

Task 6A4. Develop initial assessment for the Parking Zone of Benefit.

Task 6B. Prepare documents for the creation of the Parking Zone of Benefit.

Task 6B1. Develop Resolution for consideration by the Board of Supervisors for the establishment of the Parking Zone of Benefit.

Task 6B2. Develop Notice of Proposed District Formation and Assessment and prepare it for mailing.

Task 6B3. Participate in the Public Hearing.

Task 6B4. Participate in count of returned ballots.

County to:

Provide any mapping and district descriptions.

Provide any required property information necessary for determining parking spaces required.

Mail notices and ballots.

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

Conduct Public Hearings

Thank you for giving us the opportunity to be of service to the County of Mariposa. If you have any questions, please contact Mr. Doug Wilson at (559) 901-9000 or dwilson@willdan.com

Respectfully submitted,
WILLDAN ENGINEERING

Jessica Arden, PE
Deputy Director

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

BENDER ROSENTHAL
SUBCONSULTANT DETAIL

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

BRI BENDER ROSENTHAL INCORPORATED

December 12, 2019

Doug Wilson, Principal Project Manager
Willdan Engineering

ORIGINAL BY EMAIL:
dwilson@willdan.com

RE: APPRAISAL AND ACQUISITION SERVICES FOR TWO PARKING LOTS COUNTY OF MARIPOSA

Mr. Wilson,

Thank you for the opportunity to submit a proposal to provide appraisal and acquisition services for two parking lots in the County of Mariposa (County). Bender Rosenthal Inc. (BRI) understands that the County is improving the parking lots in the area. The first part of that task is to acquire rights to the impacted parcels. Currently, both subject parking lots are on year to year leases, and given this, it has been determined that acquiring easements the best option. Furthermore, acquiring fee title will render the remaining lots non-conforming with the general plan and zoning. Though the acquisition of the easements is anticipated to be completed with local funds, the County will adhere to federal guidelines. BRI's scope includes all services that may be required for this project and is predicated on eleven (11) impacted parcels, requiring appraisal and acquisition services for nine (9) larger parcels. BRI understands the APNs to be as follows:

Bullion Street and 5th Street, Mariposa:

1. 013-183-0150, -0080, Mariposa Methodist
2. 013-183-0160, Dulcich
3. 813-183-0040, Rose
4. 013-183-0100, Carney

Hwy 140 and 5th street (between 5th and 6th street):

5. 013-184-0030, Foster
6. 013-184-0040, Pimentel Trust
7. 013-184-0110, Nady, Nancy Trust
8. 013-184-0110, Nady, James & Patricia Trust
9. 013-184-0060, -013-184-0120, Carney, John/Su Ann (assumed to be one larger parcel)

SCOPE OF WORK

The following outlines our scope, methodology and timeline for this project.

TASK 1. PROJECT MANAGEMENT

Project Management identifies, manages and controls quality. It is the cornerstone to successful project delivery. We understand that maintaining organized, accurate records and disseminating vital status information is fundamental for efficient project implementation. During the course of the Project, Jeff Aldal, SR/WA, R/W-NAC, will serve as the Project Manager. Jeff will oversee performance of the Tasks involved in delivery of the right of way. Typical tasks include providing status updates to the County, attending meetings, and making recommendations on right of way issues.

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

BRI

TASK 2. VALUATION SERVICES

BRI will develop nine (9) appraisals that state the estimated fair market value of the permanent easements. The Appraisals will be reported in a narrative appraisal report format that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes. Appraisal Mapping, Plat Maps and Legal Descriptions for the properties to be appraised will be provided to BRI by the County.

Deliverables:

- Nine (9) electronic Appraisal Reports that meet all State and Federal Standards. Printed and bound copies will be provided upon request.

Assumptions:

- No residential or business relocation is involved.
- No significant changes to the Parking District as part of the project, with no resulting damages to the improvements.
- Full documentation to Federal and State standards for all tasks.
- No expert witness testimony.
- No Coordination with State or Federal right of way departments, other than listed in scope.
- Notice of Decision to Appraise letters will be sent within 5 days of Notice to Proceed.
- Plats and Legal Descriptions will be provided by the County.

TASK 3. ACQUISITION SERVICES

Upon completion of the Waiver Valuation and establishment of Approval to Acquire for the parcel, BRI will work with the County to develop the contract and conveyance documents necessary to make offer. BRI will meet with the owners and convey documents up to 6 times in the first 60 days until acceptance or impasse is reached. Steps within the acquisition process are outlined below:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps and descriptions of the required parcels.
3. Prepare right-of-way contracts and other acquisition documents.
4. May meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.
5. The acquisition task assumes a settlement by the sixth contact by telephone or e-mail. A recommendation to the County will be made after impasse has been reached.
6. Deliver signed right-of-way contract and signed and acknowledged documents for a close transaction or deliver a memorandum explaining impasse.
7. If the property owner provides a counteroffer, BRI staff will prepare a recommendation to the County to accept, reject, or modify the counteroffer.
8. If the County accepts the counteroffer, BRI will prepare an Administrative Settlement that complies with State and Federal guidelines.
9. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
10. BRI will prepare a final report, including transfer of all pertinent correspondence and files to the County.

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

BRI

Deliverables:

- Acquisitions of up to nine (9) permanent easements
- Submit files on each negotiation, acquisition, and project settlement

TASK 4. TITLE / ESCROW SERVICES (OPTIONAL TASK)

If requested, BRI will deliver documents and checks to escrow company, review all documents for submission to escrow companies, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for the completion of the project. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office.

Tasks to be considered include:

- Order nine (9) Preliminary Title Report @ $750 each.
- Draft Quitclaims, lessee consent to easements and other documents as necessary to obtain good and sufficient title.
- Work with title company to follow through with appropriate lenders, beneficiaries and trustees. Title Company to draft partial release and partial reconveyances.
- Prepare and send Request for Invoice and Demand to the Title Company.
- Copy and forward fully executed purchase agreement from the County.
- Send all executed acquisition documents through escrow and transmit to the appropriate parties, (property owner and the County).
- Prepare transmittal and forward closed files to the County.

Deliverables:

- Facilitate Title and Escrow support as outlined above for nine (9) parcels

ADDITIONAL SERVICES

A. Additional services requested by the County and/or resulting from a change in the Scope of Services such as post-appraisal meetings, consultations, presentations/briefings, pre-trial conferences, court or briefing preparation, depositions, court appearances, etc., will be performed on a time and materials basis per the BRI 2020 Hourly Rates & Billing Policy, attached hereto or, at a separately negotiated fee.

B. This proposal assumes no property management or excess land disposal will be required.

FEE SCHEDULE

The appraisals will be completed within 6-8 weeks of notice to proceed and receipt of the engineering, however, timing is subject to change at time of notice to proceed depending on current work volume. The right of way will be delivered within six (6) months from the Notice to Proceed and all pertinent information is delivered to complete acquisitions. Our proposed fee is based on the Scope outlined herein and is summarized on the following page.

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

EXHIBIT "B"

FEES

PHASE 1
Phase 1 will be invoiced at an hourly rate for Mr. Wilson of $190 per hour. Forty hours are estimated for Phase 1. This estimate does not include time for the Optional Services.
$7,600

PHASE 2
Phase 2 is not included in this until a determination is made whether the County will complete the environmental clearance.

PHASE 3
Phase 3 will be invoiced at the hourly rate for the Willdan employees utilized for the project. Mr. Knell is a Principal Project Manager with an hourly rate of $207. Estimated fee for the review and preparation of the descriptions is $2,500 and for the preparation of the plats is $6,000.
$8,500

PHASE 4
Phase 4 will be preformed by Bender Rosenthal with an added 10% administrative fee. The subconsultant fee for administration of Phase 4 is $5,625. The fee will be $3,000 for each of the nine appraisals. The total fee for the appraisals is $27,000. The fee for acquisition services are estimated to be $22,500. Additional expenses are estimated, including Title Reports and mileage are estimated $7,172. The total fee including the administrative fee is $69,076.
$69,076
Optional escrow fees of $2,700 are not included.

PHASE 5
Final Estimate for Phase 5 has not been completed determination of timing, but preliminary estimate is 70 hours at Mr. Wilson's billing rate of $190 per hour for a fee of $13,300

PHASE 6
Final Estimate for Phase 5 has not been completed determination of timing, but preliminary estimate utilizing primarily Mr. Wilson at the billing rate of $190 but additional staff for specific tasks at the Willdan billing rate is $14,000

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

WILLDAN

WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2019 to June 30, 2020

ENGINEERING	
Technical Aide I	$67
Technical Aide II	$87
Technical Aide III	$107
CAD Operator I	$108
CAD Operator II	$125
CAD Operator III	$139
GIS Analyst I	$145
GIS Analyst II	$164
GIS Analyst III	$176
Environmental Analyst I	$121
Environmental Analyst II	$135
Environmental Analyst III	$144
Environmental Specialist	$155
Designer I	$145
Designer II	$150
Senior Designer I	$159
Senior Designer II	$167
Design Manager	$170
Senior Design Manager	$176
Project Manager I	$155
Project Manager II	$177
Project Manager III	$187
Project Manager IV	$203
Principal Project Manager	$207
Program Manager I	$174
Program Manager II	$188
Program Manager III	$208
Assistant Engineer I	$121
Assistant Engineer II	$137
Assistant Engineer III	$144
Assistant Engineer IV	$149
Associate Engineer I	$155
Associate Engineer II	$161
Associate Engineer III	$168
Senior Engineer I	$171
Senior Engineer II	$174
Senior Engineer III	$177
Senior Engineer IV	$185
Supervising Engineer	$190
Traffic Engineer I	$188
Traffic Engineer II	$203
City Engineer I	$208
City Engineer II	$213
Deputy Director	$211
Director	$216
Principal Engineer	$235

BUILDING AND SAFETY	
Assistant Code Enforcement Officer	$89
Code Enforcement Officer	$102
Senior Code Enforcement Officer	$120
Supervisor Code Enforcement	$145
Plans Examiner Aide	$95
Plans Examiner	$145
Senior Plans Examiner	$159
Assistant Construction Permit Specialist	$102
Construction Permit Specialist	$107
Senior Construction Permit Specialist	$125
Supervising Construction Permit Specialist	$133
Assistant Building Inspector	$120
Building Inspector***	$133
Senior Building Inspector	$145
Supervising Building Inspector	$159
Inspector of Record	$174
Deputy Building Official	$174
Building Official	$176
Plan Check Engineer	$174
Supervising Plan Check Engineer	$176
Principal Project Manager	$207
Deputy Director	$211
Director	$216

PLANNING	
CDBG Technician	$70
CDBG Specialist	$85
CDBG Analyst	$100
CDBG Coordinator	$125
CDBG Manager	$150
Planning Technician	$107
Assistant Planner	$133
Associate Planner	$145
Senior Planner	$164
Principal Planner	$176
Planning Manager	$192
Deputy Director	$211
Director	$216

CONSTRUCTION MANAGEMENT	
Labor Compliance Specialist	$120
Labor Compliance Manager	$150
Utility Coordinator	$159
Assistant Construction Manager	$150
Construction Manager	$176
Senior Construction Manager	$178
Project Manager IV	$203
Deputy Director	$211
Director	$216

INSPECTION SERVICES	
Public Works Observer I***	$93
Public Works Observer II***	$103
Senior Public Works Observer I***	$111
Senior Public Works Observer II***	$123
Senior Public Works Observer III***	$134
Senior Public Works Observer IV***	$142
Senior Public Works Observer V***	$151

MAPPING AND EXPERT SERVICES	
Survey Analyst I	$125
Survey Analyst II	$145
Calculator I	$125
Calculator II	$139
Calculator III	$151
Senior Survey Analyst	$164
Supervisor - Survey & Mapping	$178
Principal Project Manager	$207

LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	$125
Associate Landscape Architect	$145
Senior Landscape Architect	$159
Principal Landscape Architect	$176
Principal Project Manager	$207

ADMINISTRATIVE	
Administrative Assistant I	$79
Administrative Assistant II	$95
Administrative Assistant III	$111
Project Accountant I	$90
Project Accountant II	$105
Project Controller I	$111
Project Controller II	$125

*** $172/hour for Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub-consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2019 thru June 30, 2020, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area up to five percent.

Rev. 8/30/19

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

BRI

FEE SCHEDULE BY TASK

Right of Way Task	Units /Hours	Rate / Lump Sum	Subtotals
Project Management	15 hours	$195 / hour	$2,925
Project Coordination	36 hours	$75 / hour	$2,700
Appraisal Services	9 parcels	$3,000 / each	$27,000
Acquisition Services	180 hours	$125 / hour	$22,500
Title Reports	9 reports	$750 / each	$6,750
Mileage	480 miles	$.58 / mile	$278
Postage	18 packages	$8 / package	$144
		TOTAL	$62,297
Escrow Support - OPTIONAL	36 hours	$75 / hour	$2,700
		TOTAL	$64,997

The following are the assumptions behind the budget:

1. Traveling up to four (4) times from BRI Fresno location to the project area;
2. Full documentation to Federal and State standards for all tasks;
3. Appraisal fee assumes all 9 appraisals are awarded together and commence at the same time and assume no damages to the remainder;
4. No significant changes to the Parking District as part of the project, with no resulting damages to the improvements;
5. No independent appraisal review required;
6. No expert witness testimony;
7. The actual costs may differ from task to task, but the overall budget will not exceed the "Total Budget" shown in the above table;
8. No Coordination with State or Federal right of way departments, other than listed in scope;
9. This proposal assumes no relocation activities will be needed. If relocation becomes necessary, a separate cost and scope document will be prepared and approved before services are provided;
10. Any external audit support will be billed on a time and material basis, as well as the following:
    - A change in engineering once the acquisition process has begun;
    - Addition of a parcel;
    - Addition of easements, or other property rights; and
    - Any additional professional expertise.

Additional services performed by us, if any, such as post-appraisal meetings, consultations, presentations/briefings, pre-trial conferences, court or briefing preparation, depositions, court appearances, etc., will be billed at the rates for 2020, attached hereto.

We look forward working with you on this project.

Respectfully,

BENDER ROSENTHAL INC.

Renee Baur, PMP, RE Salesperson
Vice President

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

BRI

Mr. Wilson
December 12, 2019

2020 BILLING RATES

Principal Project Manager	$250/hr.
Senior Project Manager	$220/hr.
Project Manager	$195/hr.
Senior Quality Control Auditor	$175/hr.
Senior Project Controller	$160/hr.
Quality Control Auditor	$125/hr.
Project Controller	$110/hr.
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	$225/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	$180/hr.*
Appraiser III	$165/hr.
Appraiser II	$140/hr.
Appraiser I	$110/hr.
Senior Right of Way Specialist	$170/hr.
Senior Acquisition Agent	$165/hr.
Acquisition Agent	$125/hr.
Senior Relocation Agent	$160/hr.
Relocation Agent	$145/hr.
Senior Project Coordinator	$135/hr.
Project Coordinator	$105/hr.
Expert Land Consultant	$170/hr.
Managing Land Agent	$160/hr.
Principal Land Agent	$140/hr.
Senior Land Agent	$120/hr.
Land Agent II	$105/hr.
Land Agent I	$90/hr.
Administrative Support III	$ 90/hr.
Researchers	$ 85/hr.
Administrative Support II	$ 75/hr.
Administrative Support I	$ 60/hr.

*NOTE: For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is $450.

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

FOURTH AMENDMENT TO AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE DARRAH ROAD BRIDGE REPLACEMENT PROJECT

THIS FOURTH AMENDMENT TO AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE DARRAH ROAD BRIDGE REPLACEMENT PROJECT is made and entered into this_____day of _____ 2021, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as "**County**" and Jacobs (formerly CH2M), hereinafter referred to as "**Contractor.**"

WHEREAS, County and Contractor have heretofore entered into an Agreement dated September 9, 2014, wherein Contractor agreed to provide engineering services; and

WHEREAS, County and Contractor entered into a First Amendment dated February 21, 2017; and

WHEREAS, County and Contractor entered into a Second Amendment dated October 8, 2019; and

WHEREAS, County and Contractor entered into a Third Amendment dated March 17, 2020; and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term, expand the scope of work and increase 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 1.01, "TERM", is hereby amended to extend the term of the Agreement to June 30, 2023.

2. Paragraph 3.01, "SERVICES TO BE PERFORMED BY CONTRACTOR", is hereby amended to expand the Scope of Services as set forth in Exhibit "A" attached.

3. Paragraph 4.01, "COMPENSATION" is hereby amended to increase compensation by One Hundred Twenty-Six Thousand Six Hundred Twenty-Four Dollars ($126,624.00) for a total not to exceed amount of Six Hundred Thirty-Seven Thousand Six Hundred Seventy-One Dollars 36/100 ($637,671.36).

4. Except as herein amended, the Agreement dated September 9, 2014 together with the First Amendment dated February 21, 2017, Second Amendment dated October 8, 2019, and Third Amendment dated March 17, 2020 shall remain in full force and effect.

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

Attachment: Parking Real Estate Services Agreement (RES-2021-304 : Purchase of Real Property in a Downtown Parking Lot)

MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: **County Clerk, County of Mariposa**
P.O. Box 247
Mariposa, CA 95338

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

Project Title: **Purchase of Real Property in the Mariposa Parking District**

Project Location: Property is located in the Town of Mariposa, within a parking lot in the Mariposa Parking District (downtown Mariposa)

Project Parcel: Mariposa County Assessor's Parcel Number (APN) 013-184-0100

Description of Project: Board of Supervisors' action to purchase real property shown above

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Department (Applicant) Carrying Out Project: Mariposa County Administrative Officer (CAO)

Exempt Status: General Rule Exemption, Section 15061(b)(3), CEQA Guidelines

Reason Why Project Is Exempt:

The project is the purchase of real property, known as APN 013-184-0100. The 0.30-acre parcel is located within (and is a part of) a paved, maintained parking lot within the Mariposa Parking District, in the town of Mariposa. The purchase of this property by the County of Mariposa will not result in any change of uses or improvements on the property. The property will continue to be used and maintained as part of a parking lot.

Pursuant to Section 15061(b)(3) of the CEQA Guidelines, the project is exempt from environmental review because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment:

1. Purchase of the property will not result in any ground disturbance or change in uses on the project site.
2. The 0.30-acre parcel will continue to be used for and maintained as part of a community parking lot.
3. Purchase of the property will not change the boundaries of the Mariposa Parking District.

Lead Agency Contact Person: Sarah Williams, Planning Director

Phone Number: (209) 966-5151

Mariposa County Board of Supervisors by:

_____ _____

Marshall Long, Chair Date

Attachment: CEQA NOE for Purchase of Real Property in Parking District (RES-2021-304 : Purchase of Real Property in a Downtown Parking

Mariposa County Planning Department
Project Vicinity Map

0 25 50 Feet

1:2,095

PROJECT TYPE: County Purchase of Real Property in Mariposa Parking District

PROJECT PROPONENT: Mariposa County

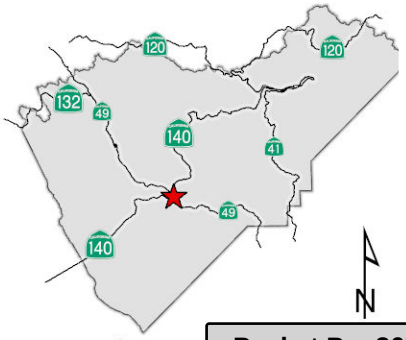
APN: 013-184-0100-

SITE ADDRESS: 5010 5TH ST

Assessor's Parcel Map
Site
Parking District

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Wednesday, May 12, 2021
Data Source: Mariposa County Planning Department GIS;
Assessor's Parcel Map Update: 7/2020

Map Credit: J.W.



Location

Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
http://www.mariposacounty.org/planning

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

Mariposa County Planning Department
Project Vicinity Map

0 25 50 Feet

1:549

Assessor's Parcel Map
Site
Parking District

PROJECT TYPE: County Purchase of Real Property in Mariposa Parking District

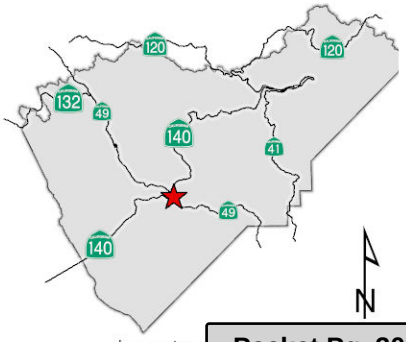
PROJECT PROPONENT: Mariposa County

APN: 013-184-0100-

SITE ADDRESS: 5010 5TH ST

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Wednesday, May 12, 2021
Data Source: Mariposa County Planning Department GIS;
Assessor's Parcel Map Update: 7/2020

Map Credit: J.W.



Location

Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
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MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-305

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Declare MCHS Graduation Car Procession through Town of Mpsa on June 1, 2021 a County Sponsored Event

---

RECOMMENDATION AND JUSTIFICATION:
Declare the Mariposa County High School Class of 2021 Graduation Car Procession through the Town of Mariposa on June 1, 2021 as a County sponsored event; Authorize the Director of Public Works and Transportation to submit the Caltrans Standard Encroachment Permit Application; and waive any County encroachment permit fees.

The Mariposa County High School Class of 2021 plans to have a car procession through the Town of Mariposa to celebrate their graduation on June 1, 2021 between 5:15 p.m. and 6:00 pm. This event will take place on County roadways and State Routes 140 and 49. (See attached Caltrans Standard Encroachment Permit Application for a description of the route.)

The Mariposa CHP Unit, Mariposa County Sheriff's Office, and Mariposa County Public Works Department will be assisting with safety measures and are supportive of this event.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has traditionally approved the waiver of encroachment permits for events that benefit the community such as this.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The event may take place without County permission but there could be serious risk and safety considerations.

ATTACHMENTS:
Caltrans Permit Grad (PDF)

REF ID# 11817

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

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 02/2004)

Permission is requested to encroach on the State highway right-of-way as follows:
(Complete all BOXES [write N/A if not applicable])
This application is not complete until all requirements have been approved.

FOR CALTRANS USE

PERMIT NO.

DIST/CO/RTE/PM

SIMPLEX STAMP

DATE OF SIMPLEX STAMP

1. COUNTY	2. ROUTE	3. POSTMILE
Mariposa	Hwy 140	21.218 - 22.075

4. ADDRESS OR STREET NAME	5. CITY
Highway 140 "Main Street" in Town of Mariposa	Mariposa

6. CROSS STREET *(Distance and direction from site)*	7. PORTION OF RIGHT-OF-WAY
49N/Jones St and 3rd St	Roadway

8. WORK TO BE PERFORMED BY	9. EST. START DATE	10. EST. COMPLETION DATE
☑ OWN FORCES ☐ CONTRACTOR	June 1, 2021 at 5:15pm	June 1, 2021 at 6:00PM

11. EXCAVATION	MAX. DEPTH	AVG. DEPTH	AVG. WIDTH	LENGTH	SURFACE TYPE	12. EST. COST IN STATE R/W	
	N/A	N/A	N/A	N/A	N/A	N/A	
13. PIPES	PRODUCT TYPE		DIAMETER	VOLTAGE / PSIG	14. CALTRANS PROJECT E.A. NUMBER		
	N/A		N/A	N/A	N/A		

15. ☐ **Double Permit** **Parent Permit Number** _____

Applicant's Reference Number / Utility Work Order Number _____

16. **Have your plans been reviewed by another Caltrans branch?** NO ☑ YES ☐ (If "YES") **Who?** _____

17. **Completely describe work to be done within STATE highway right-of-way :**
Attach 6 complete sets of **FOLDED** plans (folded 8.5" x 11" [216 mm x 280 mm]), and any applicable specifications, calculations, maps, etc. All dimensions shall be in dual units (English and metric), **OR** exclusively in metric units.

The High School Senior Graduation event is a vehicular parade that runs the entire length of Main Street in the Town of Mariposa. It will begin at the High School at Old Highway, proceeding along Jones Street. Then, left turn onto Highway 140 at 49 North. Then, left turn onto Highway 49 South to 3rd Street. Then, left onto Bullion Street, and right onto 8th Street to Old Highway.

The event could generate street side enthusiasm and gathering. The entire event will take place during the time 5:15pm to 6:00pm on the afternoon of June 1, 2021.

18. **Is a city, county, or other agency involved in the approval of this project?**

☐ YES ***(If "YES", check type of project and attach environmental documentation and conditions of approval.)***

☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☐ OTHER _____

☐ CATEGORICALLY EXEMPT ☐ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☐ OTHER _____

☑ NO ***(If "NO", please check the category below which best describes the project, and complete page 4 of this application.)***

☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE, OR RESURFACING
☐ PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS
☑ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS
☐ OTHER _____
☐ FENCE
☐ MAILBOX
☐ EROSION CONTROL
☐ LANDSCAPING

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? ☐ YES ☑ NO
(If "YES", provide a description)

20. Is this project on an existing highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building? ☐ YES ☑ NO (If "YES", provide a description)

21. **Is work being done on applicant's property?** ☐ YES ☑ NO (If "YES", attach site and grading plans.)

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

Attachment: Caltrans Permit Grad (RES-2021-305 : Declare MCHS Graduation Car Procession through Town of Mpsa on June 1, 2021 a County

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 02/2004)

22. Will this proposed project require the disturbance of soil within highway right-of-way? ☐ YES ☑ NO

If "YES", estimate the area in square feet **AND** acres: _____ (ft^2)

_____ (acres)

23. Will this proposed project require dewatering? ☐ YES ☑ NO

If "YES", estimate daily volume in gallons per day: _____ (gpd)

24. How will any storm water or ground water be disposed of from within or near the limits of this proposed project?

☐ Storm Drain System ☐ Combined Sewer / Storm System ☐ Storm Water Retention Basin

☑ Other (explain): Storm/Ground Water will not be affected by the proposed project.

PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant, understands and herein agrees to that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with Caltrans rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnities, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnities. The Applicant, however, shall not be obligated to indemnify Indemnities for Claims arising from conduct delineated in Civil Code Section 2782.

DISCHARGES OF STORM WATER AND NON-STORM WATER: Work within State highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Departments NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:

http://www.dot.ca.gov/hq/construc/stormwater1.htm

25. NAME of APPLICANT or ORGANIZATION *(Print or Type)*			E-MAIL ADDRESS
Mariposa County Public Works			gbrown@mariposacounty.org
ADDRESS of APPLICANT or ORGANIZATION WHERE PERMIT IS TO BE MAILED *(Include City and Zip Code)*			
4639 Ben Hur Road Mariposa, CA 95338			
PHONE NUMBER		FAX NUMBER	
(209)966-5356		(209)966-2828	
26. NAME of AUTHORIZED AGENT / ENGINEER *(Print or Type)*	**IS LETTER OF AUTHORIZATION ATTACHED?**		E-MAIL ADDRESS
Mike Healy	☐ YES ☑ NO		mhealy@mariposacounty.org
ADDRESS of AUTHORIZED AGENT / ENGINEER *(Include City and Zip Code)*			
4639 Ben Hur Road Mariposa, CA 95338			
PHONE NUMBER		FAX NUMBER	
(209)966-5356		(209)966-2828	
27. SIGNATURE of APPLICANT or ORGANIZATION	**28. PRINT OR TYPE NAME**	**29. TITLE**	**30. DATE**
	Mike Healy	Director of PW/Trans	5/12/2021

Attachment: Caltrans Permit Grad (RES-2021-305 : Declare MCHS Graduation Car Procession through Town of Mpsa on June 1, 2021 a County

Attachment: Caltrans Permit Grad (RES-2021-305 : Declare MCHS Graduation Car Procession through Town of Mpsa on June 1, 2021 a County

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2021-306

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CDBG Economic Development Grant for Childcare Feasibility Study

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Approving Submission of a Grant Application to Fund a Childcare Feasibility Study; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Pertaining to this Grant (Subject to County Counsel Approval as to Legal Form).

Mariposa County has experienced a shortage of childcare options for several years. Seventeen percent (17%) of Mariposa County residents are under eighteen (18) years of age. Of these, as many as two thousand children under the age of twelve (12) need care from someone other than their parent(s) or guardian(s) for at least a portion of the day.

Mariposa County has approximately 406 childcare slots available across the county. Of those, 53 slots are with preschool programs that only offer half-day programs on days when public schools are in session. Another 40 childcare slots are located either inside Yosemite National Park or just outside the boundary and serve employees of the National Park Service or related contractors. The remaining 313 childcare slots are provided by family home childcare providers with varying levels of experience and space to provide services.

The lack of options has a long-term effect on employment. Single-parent families or families with multiple wage earners depend on childcare to go to work. Many workers have multiple jobs or work in industries, such as hospitality or law enforcement, that require weekend and overnight childcare options that can be a challenge for providers and even friends and family. The challenge is made more difficult in the context of a 14.9% poverty rate that indicates many workers' limited ability to pay for services.

A needs assessment survey conducted in the Fall of 2019 by First 5 Mariposa, in conjunction with the Mariposa County Health and Human Services Department, found a critical need for quality childcare services available outside of regular school and work hours. Although telework has become more common since the conclusion of that assessment, many teleworkers have a limited ability to observe primarily older children but have not been able to meet the increasing need caused by temporary school closures or quarantines and the implementation of distance learning.

This application would provide funds to assess childcare needs in Mariposa County, explore entrepreneurial opportunities in the local childcare industry, and evaluate the feasibility a childcare center with extended availability. Study results will be used in partnership with First 5 Mariposa to develop and attract additional childcare options and programs to Mariposa County. CDBG's economic development grant guidelines include projects relating to childcare facilities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
A childcare needs assessment was approved by the BoS and completed by HHSA and First Five Mariposa in 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. The County would forgo using CDBG funds and County staff would explore other grant opportunities to fund the feasibility study.

FINANCIAL IMPACT:
This action would request $75,000 in grant funds from CDBG, which, if approved, would be incorporated into the FY 21-22 Adopted Budget.

ATTACHMENTS:
Grant Application Exhibit E (PDF)
Mariposa BOS Resolution_Childcare Feasibility Study_May 18 (PDF)
PPT for CDBG Grant Application for Childcare Feasibility Study (PDF)

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

EXHIBIT E

Award Number

PO Number

Section I

Activity Category

Choose your Activity Category from the list below. Eligible activities are defined by 24 CFR §570.482 et. seq. https://www.law.cornell.edu/cfr/text/24/570.482

Programs

Activity (ED Programs)

Choose your specific activity from the list below based on HUD Matrix Code. Matrix code definitions can be located at: https://files.hudexchange.info/resources/documents/Matrix-Code-Definitions.pdf

18B Economic Development: Technical Assistance

National Objective (BA)

Choose the national objective from the list below. Criteria for national objectives can be located at 24 CFR §570.483. https://www.law.cornell.edu/cfr/text/24/570.483

(LMJ) Low/mod job creation and retention

Section II

Attachment: Grant Application Exhibit E (RES-2021-306 : CDBG Economic Development Grant for Childcare Feasibility Study)

Measure Indicator

Choose the measure indicator from the list.

Jobs created or retained

Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13. https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf (https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf)

Number of Beneficiaries

2,188

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit.

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit

LMJ - Number of jobs created/retained

Presumed Benefit Types

Please check on all that apply, if applicable. For more information regarding presumed benefit types see 24 CFR §570.483(a)(2). https://www.law.cornell.edu/cfr/text/24/570.483

Abused Children, Illiterate Adults, Battered Spouses, Persons with living AIDS, Homeless Person, Adults Meeting Bureau of Census' Definition of Severly Disabled Persons

Additional Benefit Types

Check all that apply, if applicable.

Youths, Single Adults, Single Men, Single Women, Families, Mentally Ill, Veterans, Substance Abusers, Victims of Domestic Violence, Duly Diagnosed, Other

Section III

Organization Name

Enter the name of the responsible entity.

County of Mariposa

Attachment: Grant Application Exhibit E (RES-2021-306 : CDBG Economic Development Grant for Childcare Feasibility Study)

Organization Street Address

5,100

Organization Street Name

Bullion St.

Organization Suite

Organization City

Mariposa

Organization State

US-CA

Organization Zip Code

95,338

Project/Program Census Location

The Census information in this section will be used for legislative and congressional district tracking. Please use the Census information of your primary facility or the designated address of the responsible organization. If you are doing a LMA activity, you will be asked to provide additional Census information specific to your service area. It is ok if the information is duplicative.

Use the HUD LMSI mapping tool located at https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd (https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd) to gather the required census tract information as identified by the address below. For instructions on using the mapping tool visit: https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd (https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd)

Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

County Code

Enter your county code.

043

Attachment: Grant Application Exhibit E (RES-2021-306 : CDBG Economic Development Grant for Childcare Feasibility Study)

Census Tract

Enter your census tract.

000101

Census Block Group(s)

Choose your census block group(s).

01, 02, 03, 04, 05

Address

Enter the primary address for the Applicant.

P.O. Box 784, Mariposa, CA 95338

Section IV

Please enter a descriptive Activity Title for your application - including your legal jurisdiction name. Example: City of Sacramento Water Treatment Planning.

Activity Title

Enter a descriptive name of your project.

Mariposa County - Childcare Feasibility Study

Activity Street Address:

5,100

Activity Street Name:

Add the address of where the project will take place. This does not have to be a validated USPS address. (i.e. The corner of 1st Ave and A Street).

Bullion St.

Activity City:

Mariposa

Attachment: Grant Application Exhibit E (RES-2021-306 : CDBG Economic Development Grant for Childcare Feasibility Study)

Activity State:

US-CA

Activity Zip Code:

95,338

Attachment: Grant Application Exhibit E (RES-2021-306 : CDBG Economic Development Grant for Childcare Feasibility Study)

Activity Description

Mariposa County, the home of Yosemite National Park, is a rural jurisdiction located in the Sierra Nevada mountains. From its inception in 1850, the county has embraced entrepreneurialism with the Gold Rush enticing thousands of people to find their independent fortunes. Today, with nearly 5 million people visiting the county each year, the local economy is tourist-driven. The nature of the economy has created a mecca for entrepreneurs, from restaurants to boutique retail stores and a plethora of recreation outlets. Mariposa's business community is still dominated by small businesses, many sole proprietorships.

While the interest in entrepreneurialism is thriving in Mariposa County, the need for daycare can be a challenge. With 17% of the population under 18 years of age and a poverty rate of 14.9%, Mariposa County faces a shortage of child care options. This situation has a long-term affect on employment. With many single parent families in the area, as well as many families with two working parents, the need for daycare facility is critical. In addition, due to the proximity of Yosemite National Park, many of the local jobs are in the hospitality industry, so the need for daycare facilities that offer 24 hour and weekend care is particularly a challenge and a necessity.

The novel coronavirus pandemic only added to the childcare crisis in Mariposa County. When schools closed in March 2020 and distance learning was mandatory, many working parents found themselves in a precarious situation. The lack of childcare availability became more transparent. Essential workers suddenly had no care for their children.

Since the outbreak of Covid-19, a new preschool/childcare facility has opened in Mariposa County and is currently at capacity with a waiting list of more than 50 children. The preschool owners also have many requests for an infant care facility as well.

Per the current needs assessment study, Mariposa County has approximately 406 child care slots available across the county. Of those, 53 slots are with preschool programs that only offer ½ day programs and are closed during the summer according to the school district calendar. Another 40 child care slots are located either inside Yosemite National Park or just outside the boundary and serve employees of the National Park Service or related contractors. The remaining 313 child care slots are provided by family home child care providers with varying levels of experience and space to provide services.

The needs assessment survey was conducted in the Fall of 2019 by First 5 Mariposa in conjunction with the Mariposa County Health and Human Services Department and determined that quality child care services that are available outside of regular school and work hours is critical for the county. A feasibility study would help Mariposa County determine the sustainability of a child care center that could serve the population with extended care hours. With the impact of Covid-19, an updated needs

The County of Mariposa is partnering with First Five California and Infant Child Enrichment Services (ICES) to submit an application to fund a feasibility study regarding a local daycare center/preschool.

The County’s intent is to use the funds to hire a consultant to assess the market to determine if

Attachment: Grant Application Exhibit E (RES-2021-306 : CDBG Economic Development Grant for Childcare Feasibility Study)

new daycare center/preschool businesses would be feasible and sustainable.

Enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.

By completing the narratives below the applicant is demonstrating a knowledge of need for the activity and the steps needed to achieve the desired outcome.

Attachment: Grant Application Exhibit E (RES-2021-306 : CDBG Economic Development Grant for Childcare Feasibility Study)

Detailed Scope of Work - Task Narrative

INTRODUCTION
The County of Mariposa hereinafter called “Applicant” is partnering with First Five Mariposa, hereinafter called “Subapplicant”. The applicants wish to hire a consultant to perform a feasibility study for a daycare center/preschool.

CHILDCARE FEASIBILITY STUDY OVERVIEW

TASK 1 - SUBMIT PUBLIC NOTICE FOR RFP
Submit a public notice to the local newspaper advertising the public hearing for the feasibility study and have the Board of Supervisors (BoS) approve an RFP to recruit consultants to perform such tasks.

TASK 2 - PUBLIC HEARING FOR RFP
Conduct a public hearing to discuss the feasibility study for a child care facility in Mariposa County and ask the BoS to approve the distribution of an RFP to recruit consultants to perform the duties necessary to complete the study.

TASK 3 - RELEASE RFP
Draft a Request For Proposals (RFP) and distribute via CALED mailing list, on the County website and via First Five.

TASK 4 - CREATE A REVIEW TEAM TO SCORE AND RANK PROPOSALS
Organize a team of professionals in the child care/economic development fields to score and rank the proposals.

TASK 5 - REVIEW PROPOSALS
Based on an itemized scorecard, the review team will rank the proposals to determine the which consultant will be awarded the bid.

TASK 6 - HIRE CONSULTANT
Per the formal resolution, the Board Chair will sign an agreement with the winning bid.

TASK 7 - ESTABLISH PROGRAM SERVICE AREA
Determine which area of the county the feasibility study will cover.

TASK 8 - ESTABLISH ELIGIBLE CLIENTS
Create a criteria that will determine eligible clients of the daycare facility.
1. Number of Children
2. Ages of Children
3. Personal Income
4. Work Hours
5. Work Location
6. Travel Time to Work

TASK 9 - ESTABLISH QUALIFIED WORKFORCE
Reach out to Motherlode Job Training and Mariposa County High School

Attachment: Grant Application Exhibit E (RES-2021-306 : CDBG Economic Development Grant for Childcare Feasibility Study)

Provide a detailed narrative describing the steps to be taken to complete the activity. (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

Detailed Scope of Work - Deliverable Narrative

Scope of Work – Deliverable Narrative

Deliverable 1 - RFP DRAFT (Request for Proposal)
Deliverable 2 - PUBLIC HEARING
Deliverable 3 - RFP RELEASE
Deliverable 4 - CHILDCARE REVIEW TEAM
Deliverable 5 - PROPOSAL REVIEW
Deliverable 6 - HIRE CONSULTANT
Deliverable 7 - SERVICE AREA ESTABLISHMENT
Deliverable 8 - ELIGIBLE CLIENT CRITERIA
Deliverable 9 - ELIGIBLE WORKFORCE DETERMINATION

Provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files... etc.). This deliverable narrative should indicate your knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

Section V

Certain activities will need more than 30 days after the expenditure deadline to complete beneficiary reporting, for example; reporting for activities that are in support of housing or economic development where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries.

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting?

No

Do you want to include additional optional milestones?

Yes

If you selected YES, please provide each milestone for the project as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory. The first milestone is the proposed

Attachment: Grant Application Exhibit E (RES-2021-306 : CDBG Economic Development Grant for Childcare Feasibility Study)

activity start date and the last milestone is the proposed notice of completion or completion date of the activity. Additional milestones are optional. Milestones provided in this section will become part of the Standard Agreement.

Milestone #1

Accept Grant Award/Standard Agreement

Milestone #1 Completion Date

09/01/2021

Milestone #2 (optional)

Distribute RFP

Milestone #2 Completion Date (optional)

10/01/2021

Milestone #3 (optional)

Hire a Consultant

Milestone #3 Completion Date (optional)

11/05/2021

Milestone #4 (optional)

Start Research for Feasibility Study

Milestone #4 Completion Date (optional)

02/04/2022

Milestone #5 (optional)

Provide Feasibility Study Report

Milestone #5 Completion Date (optional)

05/06/2022

Milestone #6 (optional)

Present Report to Mariposa County BoS and Distribute to Stakeholders

Attachment: Grant Application Exhibit E (RES-2021-306 : CDBG Economic Development Grant for Childcare Feasibility Study)

Milestone #6 Completion Date (optional)

06/03/2022

Milestone #7 (optional)

Milestone #7 Completion Date (optional)

Milestone #8 (optional)

Milestone #8 Completion Date (optional)

Milestone #9 (optional)

Milestone #9 Completion Date (optional)

Confirmation of Closeout - Milestone #10

Grant Closeout

Confirmation of Closeout - Milestone #10 Completion Date

09/01/2023

Understanding of Market and Need for Microenterprise Technical Assistance

Identify technical assistance program market area and appropriate search category to collect data best representing the area, Determination of the number of businesses by industry category and segment – use NAICS code level breakdown, Determination and decision related to targeted technical assistance program market area by standard Census Bureau's employment, Identify the opportunities within categories

Attachment: Grant Application Exhibit E (RES-2021-306 : CDBG Economic Development Grant for Childcare Feasibility Study)

Identifying and Analyzing Partners and Competitors serving Microenterprise Clients

Identify all other private and public sources serving the market area, Include a recent survey of local businesses to assess and analyze current demand including documenting the level of potential, Determine specific microenterprise assistance demand based on targeted market segment evaluation and existing microenterprise

Identify all other private and public sources serving the market area to determine:

Level and extent of technical assistance provided in the market area by the competitors/partners.

Types of businesses served by existing competitors/partners.

Competitors/partners costs for services.

Market area served by competitors/partners.

Demand projections and conclusions

Determine and validate the total number of clients that may be interested, Validate requested funding, Determine reasonableness of assumptions

Determine and validate the total number of clients that may be interested in the services annually over the term of the grant:

Determine and validate the services offered.

Determine the range of services being offered.

Include a strategy and plan for marketing the technical assistance program.

Determine the reasonableness of the assumptions based on the target market, proposed extent and level of services, and the cost of providing the proposed services.

Do you have a signed agreement with a contractor/subrecipient?

The procurement of any contractor must follow the standards found in 2 CFR §§200.317-200.326: https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7

No

The Subrecipient Agreements must meet the requirements of 24 CFR §570.503: https://www.law.cornell.edu/cfr/text/24/570.503 (https://www.law.cornell.edu/cfr/text/24/570.503) Contracts must be in compliance with 2 CFR §§200.317-200.326:. https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7 (https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7) Contracts should include language required in Appendix 2 of 2 CFR 200: https://www.law.cornell.edu/cfr/text/2/appendix-II_to_part_200 (https://www.law.cornell.edu/cfr/text/2/appendix-II_to_part_200)

To meet eligibility requirements applicants must have at least one of the following four documents. Plans that have been approved for other funding organizations are acceptable.###### Program Guidelines- (NOTE: For all housing loan and economic development programs DRAFT program guidelines are mandatory). A grantee must develop and follow a detailed plan which details the rules and regulations under which the program will operate.###### Activity Implementation Plan- An implementation plan is the document that you use to define your implementation strategy. It outlines the activities and decisions necessary to turn the strategic goals into reality, and the execution plan is a schedule of concrete actions and activities to achieve goals and drive success.###### Strategic Plan- A document that articulates both the decisions made about the organization's goals and the ways in which the organization will achieve those goals. ###### Operating Plan- An operating plan can be defined as a plan that clearly defines actions it will take to support the strategic objectives and plans of upper management.

Attachment: Grant Application Exhibit E (RES-2021-306 : CDBG Economic Development Grant for Childcare Feasibility Study)

Do you have adopted or draft:

Activity implementation plan

Upload your adopted or draft program documentation

board memo for Childcare Feasibility Study.docx

Attachment: Grant Application Exhibit E (RES-2021-306 : CDBG Economic Development Grant for Childcare Feasibility Study)

MARIPOSA COUNTY
BOARD OF SUPERVISORS
RESOLUTION NO. 2021-__

Adopt a Resolution Approving an Application for Funding and Authorizing the Board of Supervisors to Sign the Grant Agreement and Any Amendments Thereto from the State CDBG ED (Economic Development) Funding

BE IT RESOLVED by the **County Board of Supervisors** of the **County** of Mariposa as follows:

SECTION 1:

The County Board of Supervisors has reviewed and hereby approves an application in the amount not to exceed $75,000 for a Childcare Feasibility Study.

SECTION 2:

The County acknowledges compliance with state and federal public participation requirements in the development of this application.

SECTION 3:

The County hereby authorizes and directs the Board Chair, to sign this application and act on the County's behalf in all matters pertaining to this application.

SECTION 4:

If the application is approved, the Board Chair is authorized to enter into and sign the grant agreement and any subsequent amendments thereto with the State of California for the purposes of this grant.

SECTION 5:

If the application is approved, the Board Chair is authorized to sign Funds Requests and other required reporting forms.

PASSED AND ADOPTED at a regular meeting of the **County Board of Supervisors** of the **County** of _____held on _____ by the following vote:

AYES: NOES:

Attachment: Mariposa BOS Resolution_Childcare Feasibility Study_May 18 (RES-2021-306 : CDBG Economic Development Grant for Childcare

ABSENT:

By:_____

Marshall Long, Board Chair
Board of Supervisors

Approved as to Legal Form

By: _____
Steve W. Dahlem
County Counsel

STATE OF CALIFORNIA
County of Mariposa
I, Rene LaRoche, County Clerk of the County of Mariposa, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on this 15th day of September, 2020.

ATTEST: Rene LaRoche
County Clerk of the County of
Mariposa County, State of California

By: _____
Rene LaRoche, Clerk of the Board

Attachment: Mariposa BOS Resolution_Childcare Feasibility Study_May 18 (RES-2021-306 : CDBG Economic Development Grant for Childcare

Child Care Feasibility Study

CDBG
Economic Development Grant Application

CDBG 2021 NOFA – Economic Development

- Economic Development - Undersubscribed
- Deadline Extended – July 15, 2021
- **Requesting $75,000**

Attachment: PPT for CDBG Grant Application for Childcare Feasibility Study (RES-2021-306 : CDBG

Who?

- Infant/Child Care Enrichment Services, Inc. (ICES)
- First Five Children & Local Child Care Planning Council
- Mariposa County Economic Development
- Others (Motherlode Job Training, MCHS, HHSA)

Attachment: PPT for CDBG Grant Application for Childcare Feasibility Study (RES-2021-306 : CDBG

What?

- Child Care Feasibility Study
  - Identify sustainability
    - Home Childcare
    - Childcare Centers
    - Subsidized Childcare
  - Redefine Need

Why?

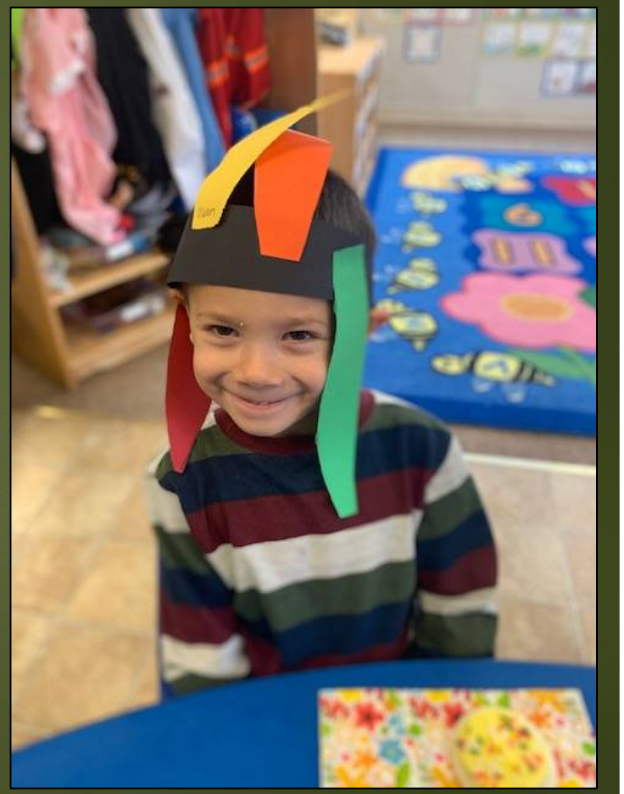
- Child Protection
- April 2021 U.S. Jobs Report
  - School Closures have secondary impact
  - New need for childcare providers
- Child care providers have decreased their enrollment and many have closed due to Covid-19.
- Impact on businesses and the economy.
- Business opportunity
- Change the stigma of childcare careers.

How?

- Assess Space Costs/Availability
- Assess Community's Ability to Pay
- Determine Subsidy Potential & Funding Sources
- Assess Workforce Needs
- Reports, Presentations, Briefings, Planning Calls
- Assess the impact of Covid-19 on childcare

Budget

Task	Hours	Cost
Update Needs Assessment	40	$6000
Assess Space Costs/Availability	80	$12000
Assess Community's Ability to Pay	100	$15000
Determine Subsidy Potential & Funding Sources	72 (80)	$12000
Assess Workforce Needs	40 (80)	$12000
Reports, Presentations, Briefings, Planning Calls	65 (80)	$12000
	Subtotal	$69000
General Administration (7%)		$4,830.00
Miscellaneous		$ 1,170.00
	GRAND TOTAL	$75,000



Questions

?

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Creekside Terrace Project Ground Breaking

RECOMMENDATION AND JUSTIFICATION:
Attend the 11:30 AM Public Ground Breaking Ceremony for the Creekside Terrace Project at 5118 Fournier Road, in Mariposa, California. NOTE: No County Business Will be Conducted During the Ceremony. (Board Chair)

BACKGROUND AND HISTORY:
The Board has attended other off-site ceremonial activities in the past. The last such occurrence was for the AutoCamp Ribbon Cutting on July 16, 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board would fail to highlight this occasion.

RESULT: OFFSITE CEREMONY

MARIPOSA COUNTY

Administration · 966-3222

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction to Review Employee Allocations

RECOMMENDATION AND JUSTIFICATION:
Discussion and Direction Regarding Employee Allocations Trends, Metrics, Cost, and Recommendations.

During FY21/22 budget study sessions the Board of Supervisors requested that employee allocations be reviewed apart from the budget. Additional information will be presented such as longitudinal trends, potential metrics, overall cost, an organizational structure study, and recommendations for the next fiscal year. This would give the Board a more complete look at departmental staffing and would inform their decisions in the recommended budget hearings in June.

The FY21 employee allocation schedule is attached for reference. Please note that some allocated positions were not funded in FY21.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
No action is requested.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No action is requested.

ATTACHMENTS:
FY21 Recommended Employee Allocation Schedule (PDF)
PUBLIC INPUT: Email from Kathleen Armstrong (PDF)
Employee Allocation Discussion and Direction PowerPoint Presentation (PDF)

RESULT: INFORMATION RECEIVED

DEPARTMENT	POSITION TITLE	Total
ADMINISTRATI	Administrative Analyst I/II - Economic Development Specialist	1
	Administrative Analyst I/II - Grant Writer	1
	Administrative Analyst I/II - Housing Development Specialist	1
	Administrative Analyst I/II - PIO	1
	Assistant County Administrative Officer	1
	County Administrative Officer	1
	Executive Assistant	1
	Information Systems Specialist I/II	2
	Network Administrator I/II	2
	PC Technician	1
	Technical Services Manager	1
ADMINISTRATION Total		13
AGRICULTURA	Agricultural & Standards Program Tech. I/II	1
	Agricultural Commissioner/County Sealer	1
	Office Technician	0.5
	Senior Ag Standards Inspector	1
AGRICULTURAL COMMISSIONER Total		3.5
ASSESSOR/RE	Appraiser I/II	2
	Appraiser III	1
	Assessment/Recording Clerk I/II	2
	Assessment/Recording Clerk III	2
	Assessment/Recording Office Manager	1
	Assessor/Recorder	1
	Auditor / Appraiser	1
	Cadastral Drafting Technician I/II	1
ASSESSOR/RECORDER Total		11
AUDITOR	Accountant I/II	2
	Accounting Technician I/II	1
	Accounting Technician III	2
	Assistant Auditor	1
	Auditor	1
	Payroll Specialist	1
	Senior Account Clerk	1
AUDITOR Total		9
BOARD OF SUP	Board of Supervisors	5
	Clerk of the Board	1
	Deputy Clerk of the Board I/II	2
BOARD OF SUPERVISORS Total		8
BUILDING	Building Director	1
	Building Inspector	1
	Development Services Technician	2
	Office Assistant I/II	1
	Plan Checker / Inspector	1
	Senior Development Services Technician	1
BUILDING Total		7
CHILD SUPPOR	Child Support Assistant I/II	1
	Child Support Specialist I/II	3
	Child Support Specialist III	1
	Child Support Supervisor	1
CHILD SUPPORT SERVICES Total		6
COOPERATIVE	4H Coordinator	1
	Office Technician	0.5
COOPERATIVE EXTENSION Total		1.5

Attachment: FY21 Recommended Employee Allocation Schedule (11821 : Discussion and Direction to Review Employee Allocations)

COUNTY COUN	Assistant County Counsel	1
	County Counsel	1
	Legal Executive Assistant	1
COUNTY COUNSEL Total		3
DISTRICT ATTC	Assistant District Attorney	1
	Deputy District Attorney I/II	2
	District Attorney	1
	District Attorney Investigator	1
	Legal Executive Assistant	1
	Legal Secretary I/II	3
	Senior Office Assistant	1
	Victim Witness Advocate	2.8
	Victim Witness Coordinator	1
DISTRICT ATTORNEY Total		13.8
FIRE	Fire Prevention Inspector I/II	1
	Office Assistant I/II	1
	Office Technician	1
FIRE Total		3
HEALTH AND H	A & D Specialist II	1
	Account Technician I/II	4
	Accountant II	2
	Administrative Analyst I/II	6
	Administrative Technician	1
	County Health Officer	1
	Deputy Director Administration	1
	Deputy Director Adult and Aging	1
	Deputy Director BH	1
	Deputy Director Public Assistance	1
	Deputy Director Public Health	1
	Development Services Technician	2
	Division Director Administration	1
	Division Director Health Services	1
	Division Director Human Services	1
	Driver	4
	Eligibility Specialist I/II	14
	Eligibility Specialist III	4
	Eligibility Specialist Supervisor	2
	Environmental Health Manager	1
	Executive Assistant	1
	Health and Human Services Agency Director	1
	Kitchen Assistant	0.7
	Legal Secretary I/II	1
	Licensed Vocational Nurse	1
	Maintenance Worker I/II	3
	Maintenance Worker III	1
	MH Aide	1
	MH Assistant I	4
	MH Assistant II	4
	MH Assistant III	8
	MH Clinician	10.8
	Nurse Practitioner	0.8
	Office Assistant II	9
	Office Technician	7
	Office Technician Supervisor	2

Attachment: FY21 Recommended Employee Allocation Schedule (11821 : Discussion and Direction to Review Employee Allocations)

HEALTH AND H	Program Administrator	2
	Program Assistant I/II	4
	Program Manager	2
	Program Specialist I/II/III	5.6
	Psychiatric MH Nurse Practitioner	1
	Public Health Educator	1
	Public Health Emergency Response Coord.	1
	Public Health Nurse I/II	2.6
	Public Health Nursing Manager	1
	Registered Environmental Health Specialist	2
	Senior Account Clerk	3
	Senior Administrative Analyst	5
	Senior Environmental Health Specialist	1
	Senior Nutrition Cook/Site Supervisor	0.8
	Senior Office Assistant	6
	Services Support Assistant III	1
	Social Services Aide	1
	Social Worker I/II	8
	Social Worker III	6
	Social Worker IV	8
	Social Worker Supervisor I	4
	Social Worker Supervisor II	7
	Staff Development Coordinator	1
	Staff Services Analyst I/II	8
	System Support Analyst	3
	Transit System Bus Driver	2.6
HEALTH AND HUMAN SERVICES AGENCY Total		192.9
HUMAN RESOU	Administrative Analyst I/II	1
	Human Resources Director/Risk Manager	1
	Senior Administrative Analyst	1
HUMAN RESOURCES/RISK MANAGEMENT Total		3
LIBRARY	County Librarian	1
	Library Assistant I/II	2
	Senior Library Assistant	1.5
LIBRARY Total		4.5
PLANNING	Code Compliance Technician	1
	Community Design and Development Planner	0.8
	Deputy Planning Director	1
	Executive Assistant	1
	GIS Specialist I/II	1
	Planner I/II/III	4
	Planning Director	1
	Senior Geographic Information Systems Specialist	1
	Senior Office Assistant	1
	Senior Planner	1
PLANNING Total		12.8
PROBATION	Accounting Tech II	1
	Assistant Chief Probation Officer	1
	Chief Probation Officer	1
	Deputy Probation Officer I/II	9
	Deputy Probation Officer III	3
	Executive Assistant	1
	Probation Technician	1
	Senior Office Assistant	1

PROBATION Total		18
PUBLIC WORKS	Account Clerk I	1
	Account Clerk I/II	2
	Account Tech I/II	1
	Accountant I/II	1
	Administrative Analyst I	1
	Administrative Technician	1
	Associate Engineer	1
	County Engineer	1
	County Surveyor	1
	Custodian	4
	Deputy Director of Public Works	1
	Director of Public Works and Transportation	1
	Engineering Technician I/II/III	3
	Equipment Mechanic Supervisor	1
	Equipment Mechanic/Heavy Equip. Mechanic	3
	Equipment Service Worker	1
	Executive Assistant	1
	Facilities and Recreation Manager	1
	Fiscal Officer II	1
	Fleet Manager	1
	Junior Engineer	1
	Maintenance & Construction Supervisor	5
	Maintenance Supervisor - Facilities	1
	Maintenance Worker I/II - Facilities	5
	Maintenance Worker I/II - Roads	11
	Maintenance Worker I/II - Solid Waste	9
	Maintenance Worker III - Facilities	2
	Maintenance Worker III - Roads	4
	Maintenance Worker III - Solid Waste	2
	Office Assistant II	1
	Plant Operator I/II	3
	Public Works Superintendent	2
	Recreation Supervisor	1
	Roads and Bridges Manager	1
	Senior Plant Operator	1
	Solid Waste and Recycling Manager	1
	Supervising Custodian	1
	Survey Technician	1
	Transportation Planner	1
	Utilities Manager	1
PUBLIC WORKS Total		82
SHERIFF/CORC	Administrative Technician	1
	Animal Control Officer	3
	Bailiff	1
	Custodial Deputy	17
	Executive Assistant	1
	Jail Lieutenant	1
	Jail Sergeant	3
	Office Assistant I/II	2
	Office Technician	1
	Sheriff/Coroner	1
	Sheriff's Captain	2
	Sheriff's Deputy	34

Attachment: FY21 Recommended Employee Allocation Schedule (11821 : Discussion and Direction to Review Employee Allocations)

SHERIFF/CORC	Sheriff's Detective	2
	Sheriff's Dispatcher	8
	Sheriff's Evidence Technician	1
	Sheriff's Sergeant - Patrol	7
	Undersheriff	1
SHERIFF/CORONER/PUBLIC ADMINISTRATOR Total		86
TREASURER/T/	Account Clerk I/II	1
	Accounting Technician III	1
	Chief Deputy County Clerk	1
	Chief Deputy Treasurer/Tax Collector	1
	Deputy Treasurer	1
	Election Clerk I/II	0.7
	Elections Clerk I/II	1
	Treas/Tax Col/Co Clerk	1
TREASURER/TAX COLLECTOR/COUNTY CLERK Total		7.7
Grand Total		485.7

Attachment: FY21 Recommended Employee Allocation Schedule (11821 : Discussion and Direction to Review Employee Allocations)

Rene LaRoche

From: MinuteTraq Notifications <NoReply@IQM2.com>
Sent: Monday, May 24, 2021 5:41 PM
To: Dallin Kimble; Danielle Wardle; Marshall Long; Miles Menetrey; Rene LaRoche; Rhonda Scherf; Rosemarie Smallcombe; Steve Dahlem; Tracy Gauthier; Tom Sweeney; Wayne Forsythe
Subject: A new comment has been posted to your Web Portal

Follow Up Flag: Follow up
Flag Status: Flagged

The user Tom and Kathleen Armstrong has posted a comment on Legislative File 11821: Discussion and Direction Regarding Employee Allocations Trends, Metrics, Cost, and Recommendations.

Comment: It is more than concerning to see a budget line item of $200,000 for an organizational structure study, especially in light of the overall budget shortfalls. Doesn't Mr. Kimble have an assistant and can the preliminary work on this study be done with his department rather than an expensive outside consulting firm? I am concerned about the overall expense as well as passing this responsibility off completely to an outside firm when there appears to be an existing capacity based on staffing to start the process. I hope that the Board will look at the overall impact that the cost of this study represents, the capacity within the department to lay the groundwork prior to hiring ANY outside consultant, and the potential to reduce the cost of this endeavor. Have any other bids been requested or received by the CAO? Would it not be prudent to ponder this allocation further and come up with some alternatives that would have less of an impact on FY21/22 budget? I'd like to hear the justifications for using an outside consultant rather than conducting the study in house (or with a less monetarily impactful third party consultant), and why there hasn't been a review of alternative options. Additionally, I'd like to hear what the CAO hopes to achieve with this type of study. As a sidebar, those of us who attend remotely are unable to see the charts and presentations on the BOS meetings due to the limitations of the current software that is in place to provide remote attendance for those unable to attend in person. I am hopeful that new software will be in place soon to provide a clearer presentation of the BOS preceedings in future. Thank you and I hope you will address these questions tomorrow. Kathleen Armstrong

Link to the Discussion: http://MariposaCountyCA.IQM2.com/Citizens/Detail_LegiFile.aspx?ID=11821

Attachment: PUBLIC INPUT: Email from Kathleen Armstrong (11821 : Discussion and Direction to Review Employee Allocations)

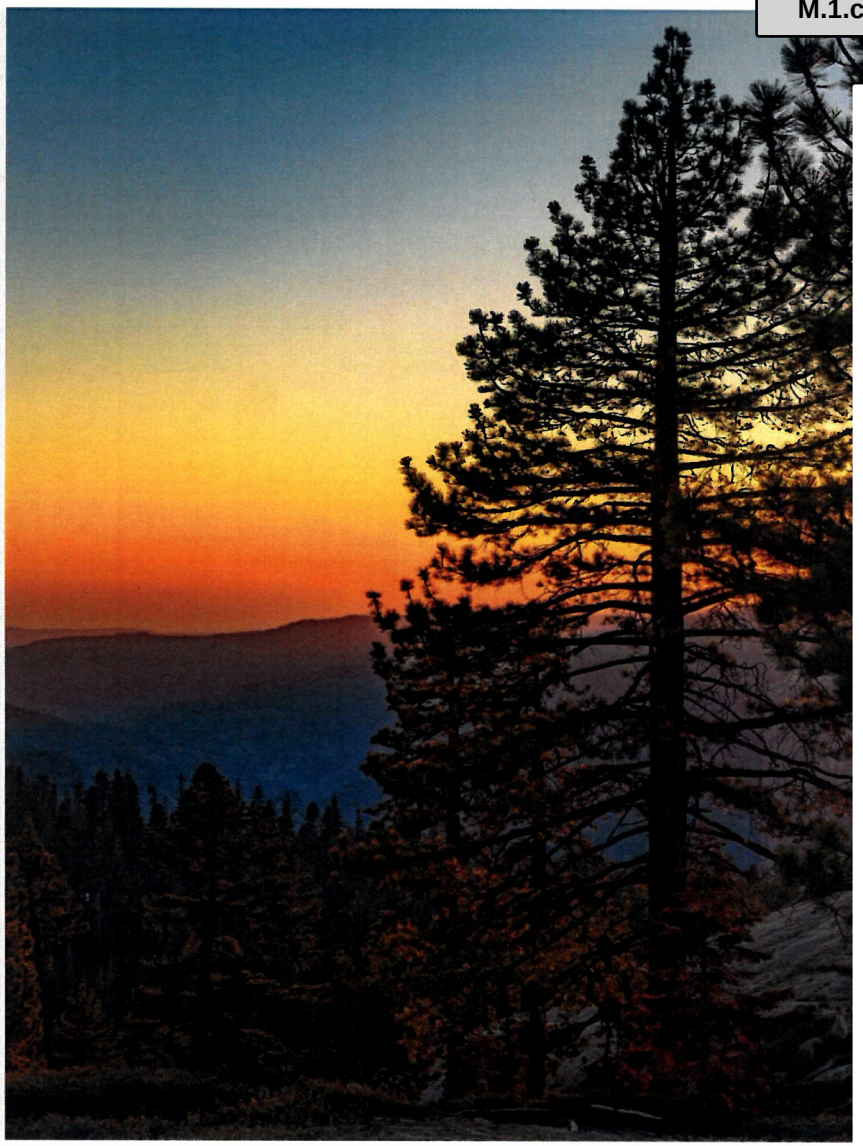
Employee Allocation Discussion and Direction

May 25, 2021

Attachment: Employee Allocation Discussion and Direction PowerPoint Presentation (11821 : Discussion

Objectives

- Review employee allocation longitudinal information
- Discuss metrics that might help to normalize that data
- Explore staff recommendations on budgets, analysis, and planning



Attachment: Employee Allocation Discussion and Direction PowerPoint Presentation (11821 : Discussion

Longitudinal Allocations by Department

Attachment: Employee Allocation Discussion and Direction PowerPoint Presentation (11821 : Discussion

Comparing FY96 to FY22

(for General Funded departments only)

	FY96	FY00	FY04	FY08	FY12	FY16	FY20	FY22 Recommended Budget Funded Allocations	% change	# change
102 Administration, HR, IT, Econ. Dev.	6	8	11	11.75	11.5	12.75	16	13	117%	7
109 Assessor/Recorder	13	12	12	12	12	11	11	10	-23%	-3
107 Auditor	7	7	9	8.7	8.7	8.7	9	9	29%	2
101 Board Of Supervisors	8	8	7	7	7	7	8	8	0%	0
113 County Counsel	2	2	2	2.25	2.25	2.25	3	3	50%	1
108 Treasurer/Tax, Clerk, Elections	7	7	7	8	7	7	7.7	6.7	-4%	-0.3
249 Planning GIS	7.3	8	8	9	9.8	11.8	12.8	12	64%	4.7
235 Agricultural Commissioner	1	1	2	2.5	3.5	3.5	3.5	3.5	250%	2.5
212 District Attorney / Victim Witness	14	24	10	9.8	11.8	11.8	13.8	13	-7%	-1
228 Fire	2	2	3	4	5	4	3	3	50%	1
224 Probation	8.5	10	12.2	15.5	16.5	16	18	18	112%	9.5
216 Sheriff, Jail, Boating Safety	54.5	64.1	70.5	73	74	74	86	79.5	46%	25
304 Public Works All Divisions	56	68.7	75.3	89.6	85.2	76.5	73	66	18%	10
606 Library	3.6	3.6	5	4	4	4	4.5	3.5	-3%	-0.1
608 UC Cooperative Extension	1	2	2	1.5	1.5	1.5	1.5	1.5	50%	0.5

Attachment: Employee Allocation Discussion and Direction PowerPoint Presentation (11821 : Discussion

Comparing FY96 to FY22

(for General Funded departments only)

	FY96	FY00	FY04	FY08	FY12	FY16	FY20	FY22 Recommended Budget Funded Allocations	% change	# change
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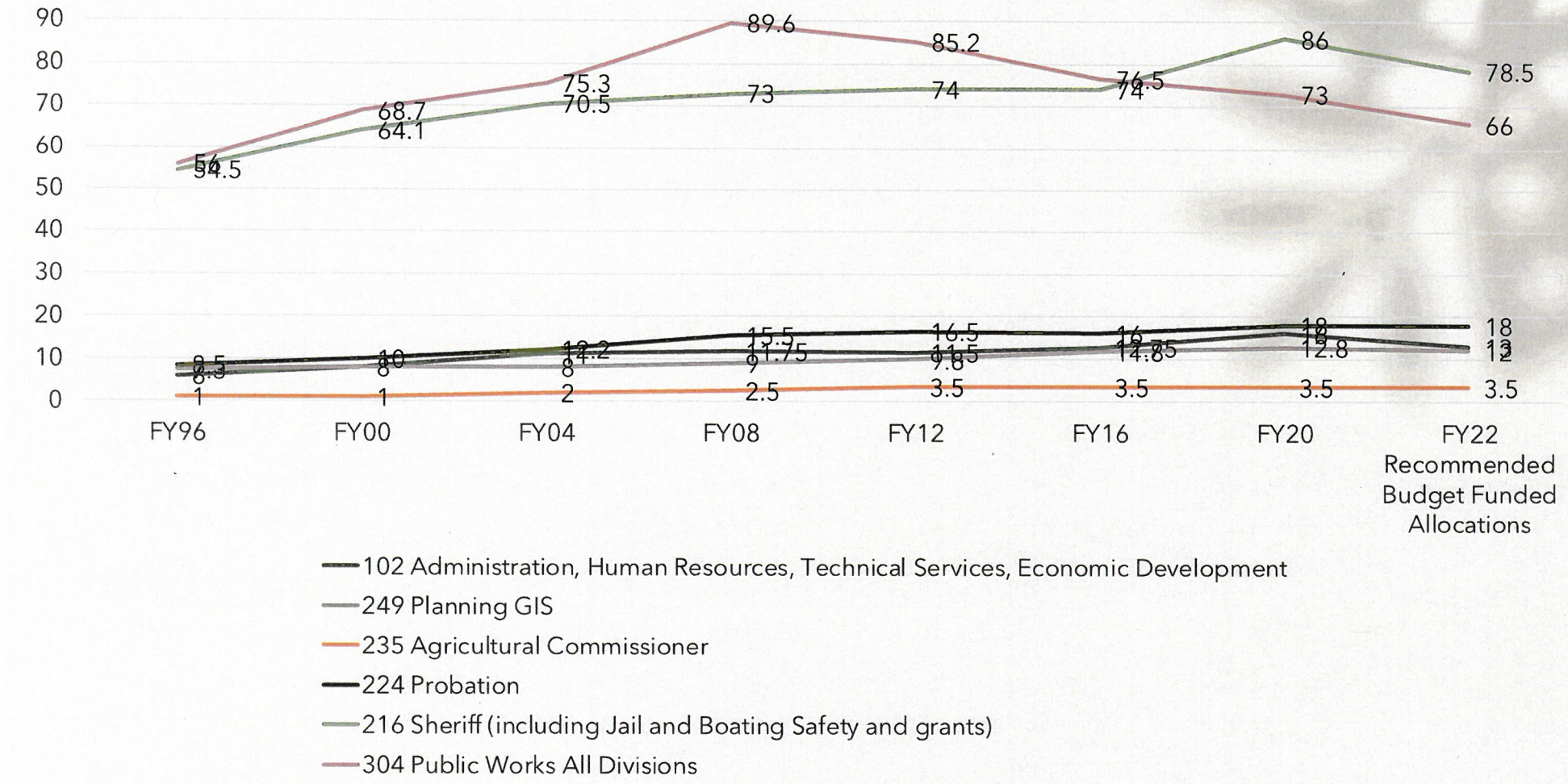
109 Assessor/Recorder	13	12	12	12	12	11	11	10	-23%	-3
107 Auditor	7	7	9	8.7	8.7	8.7	9	9	29%	2
101 Board Of Supervisors	8	8	7	7	7	7	8	8	0%	0
113 County Counsel	2	2	2	2.25	2.25	2.25	3	3	50%	1
108 Treasurer/Tax, Clerk, Elections	7	7	7	8	7	7	7.7	6.7	-4%	-0.3
249 Planning GIS	7.3	8	8	9	9.8	11.8	12.8	12	64%	4.7
235 Agricultural Commissioner	1	1	2	2.5	3.5	3.5	3.5	3.5	250%	2.5
212 District Attorney / Victim Witness	14	24	10	9.8	11.8	11.8	13.8	13	-7%	-1
228 Fire	2	2	3	4	5	4	3	3	50%	1
224 Probation	8.5	10	12.2	15.5	16.5	16	18	18	112%	9.5
216 Sheriff, Jail, Boating Safety	54.5	64.1	70.5	73	74	74	86	79.5	46%	25
304 Public Works All Divisions	56	68.7	75.3	89.6	85.2	76.5	73	66	18%	10
606 Library	3.6	3.6	5	4	4	4	4.5	3.5	-3%	-0.1
608 UC Cooperative Extension	1	2	2	1.5	1.5	1.5	1.5	1.5	50%	0.5

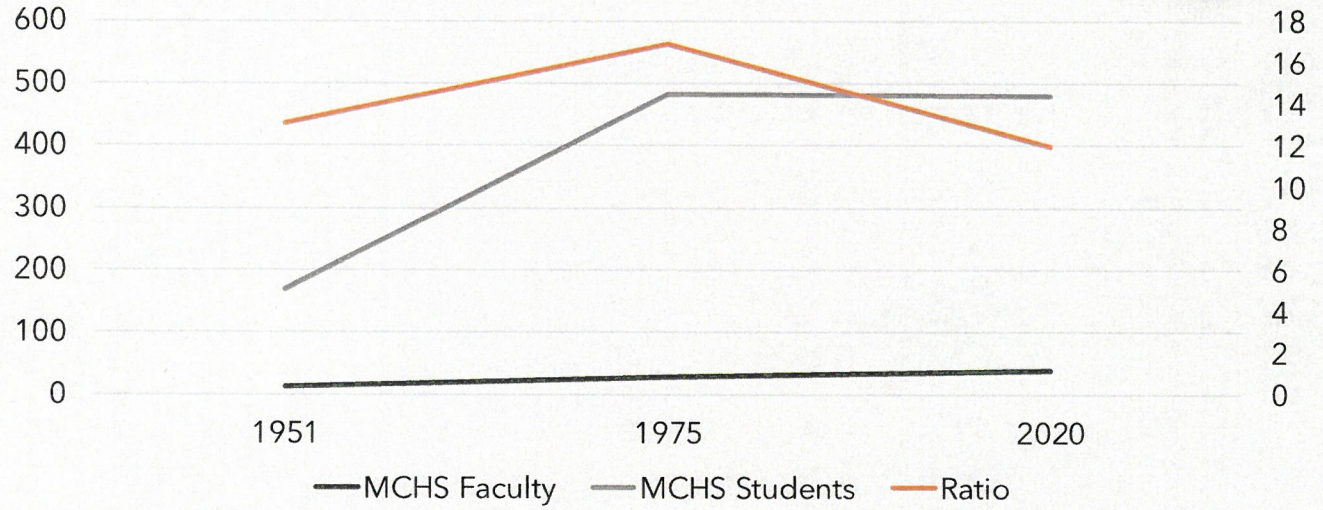
Attachment: Employee Allocation Discussion and Direction PowerPoint Presentation (11821 : Discussion



Attachment: Employee Allocation Discussion and Direction PowerPoint Presentation (11821 : Discussion

Mariposa County High School Metrics

	1951	1975	2020	% Change	# Change
MCHS Faculty	12	27	37	68%	25
MCHS Students	156	455	442	65%	286
Ratio	13	16.85	11.95	-9%	-1.05



Attachment: Employee Allocation Discussion and Direction PowerPoint Presentation (11821 : Discussion

Metrics

Attachment: Employee Allocation Discussion and Direction PowerPoint Presentation (11821 : Discussion

Examples of Possible Metrics

102 Administration, HR, IT, Econ. Dev.	# of employees	# of computers
109 Assessor/Recorder	# of parcels	# of transactions
107 Auditor	$$ in budget	# of transactions
101 Board Of Supervisors	# of board items	County population
113 County Counsel	# of contracts	# of legal actions
108 Treasurer/Tax, Clerk, Elections	# of elections	$$ in budget
249 Planning GIS	# of permits	# of grants
235 Agricultural Commissioner	# of transactions	
212 District Attorney / Victim Witness	# of cases	
228 Fire	# of acres burned	# of medical emergencies
224 Probation	# of people on probation	# of incidents
216 Sheriff, Jail, Boating Safety	# of calls	# of investigations
304 Public Works All Divisions	Square feet of buildings	Miles of roads
606 Library	# of books checked out	# of people who enter
608 UC Cooperative Extension	# of 4-H participants	# of grants

Attachment: Employee Allocation Discussion and Direction PowerPoint Presentation (11821 : Discussion

Recommendations

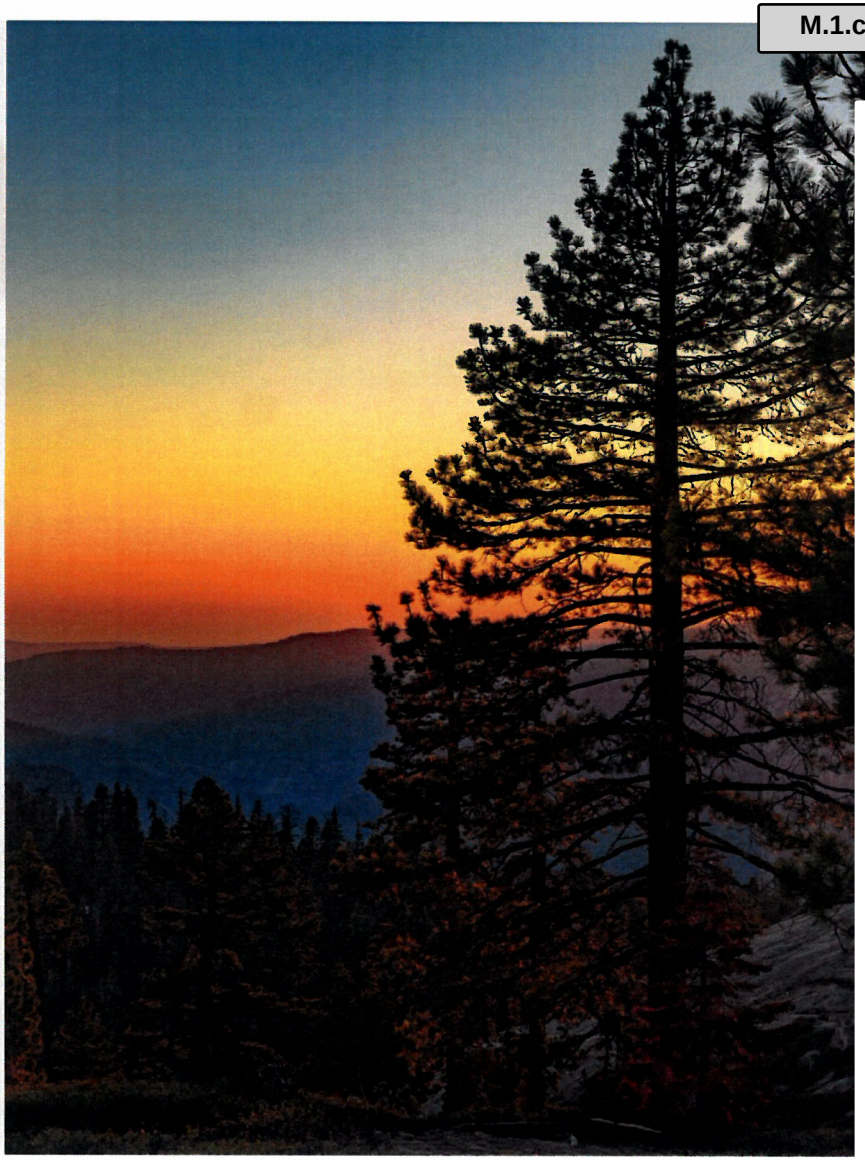
Attachment: Employee Allocation Discussion and Direction PowerPoint Presentation (11821 : Discussion

- What should we stop doing?
  - Redundant systems
  - Paper files
  - Decentralized cross-organizational functions
  - High cost / low benefit services
- Organizational structure study
  - Metrics
  - Organizational best practices
  - Cross-organizational functional analysis (post ERP implementation)
  - Leadership structure
- Significant need-based increases to staffing levels ONLY
  - Planning +1FTE
  - Sheriff +6FTE
  - Public Works +4FTE
  - Probation – what happened in recommended GF?
- Rebuild general fund reserves

Attachment: Employee Allocation Discussion and Direction PowerPoint Presentation (11821 : Discussion

Objectives

- Review employee allocation longitudinal information
- Discuss metrics that might help to normalize that data
- Explore staff recommendations on budgets, analysis, and planning



Attachment: Employee Allocation Discussion and Direction PowerPoint Presentation (11821 : Discussion

Questions?

MARIPOSA COUNTY

Administration · 966-3222

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction Regarding ERP Implementation and Adoption

---

RECOMMENDATION AND JUSTIFICATION:
Discussion and Direction Regarding Enterprise Resource Planning (ERP) Implementation and Employee Adoption County-Wide.

On July 1, 2021 the County is scheduled to "go live" with the new ERP system, The Enterprise. This represents an important step in the County's ability to:

1. Streamline, simplify, and standardize business processes

2. Focus data on "one version of the truth" - integrate or eliminate redundant systems

3. Enhance working relationships with staff and community through accessibility and accuracy of information

4. Inform decisions with data analysis

5. Ultimately improve the quality and quantity of community services we are able to provide

The new system is only as good as the implementation and adoption across all County departments and employees. It does no good to have a Volvo sitting in the garage if we keep driving the Pinto. To say it another way, we accomplish very little if departments cling to their paper files and handwritten approvals.

We will discuss specifically what will be asked of all employees (including Supervisors) and ask for guidance on how best to go about supporting staff in the transition, and ensuring no employee gets left behind.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Resolution 2020-234: Approve Enterprise Resource Planning (ERP) Agreement with Graviton Consulting and Oracle; and Authorize Board of Supervisors Chair to Sign

Resolutions 2020-283: Ratify Contract Signature for Enterprise Resource Planning ERP with DLT for Oracle Software

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Agenda Item - No Resolution Requested

No action is requested.

ATTACHMENTS:
ERP Update Presentation (PDF)

RESULT: PRESENTATION MADE

The Enterprise Update

Enterprise Resource Planning

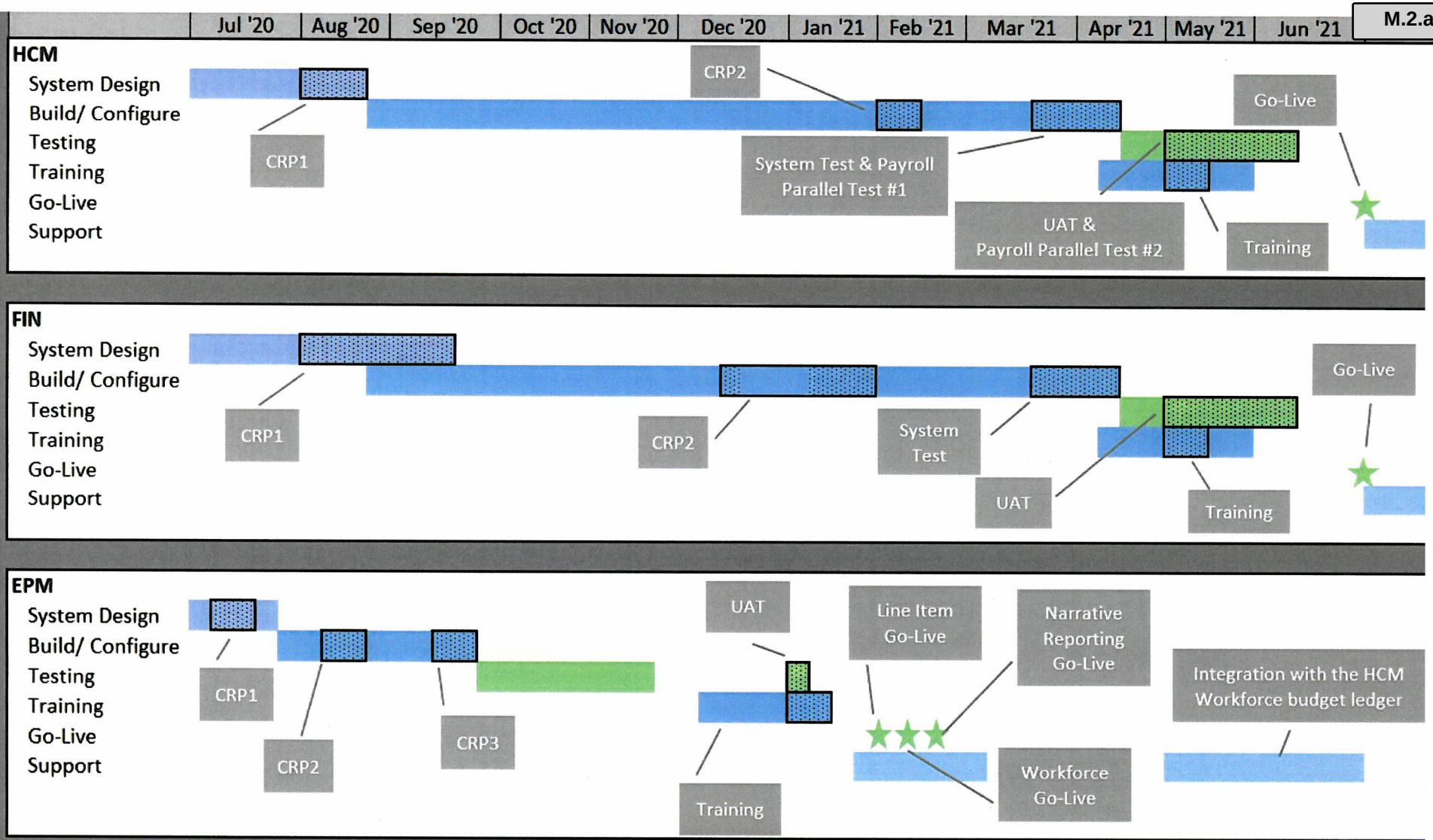
May 25, 2021

Attachment: ERP Update Presentation (11826 : Discussion and Direction Regarding ERP Implementation

Enthusiasm for The Enterprise

- The thing I'm most looking forward to is automated financial statement preparation.
- The Enterprise will allow download of data! More time can be spent analyzing instead of keying and error chasing!
- Faster processing. Everything is scanned into the Enterprise so items are no longer lost in the mail or on someone's desk!
- The Cal Card process will be much simpler and will allow our office to hold people more accountable to get things turned in and on time. This also allows the County to get the kick back that US Bank send us when we pay early.
- The user interface is modernized, which makes the system almost instantly seem familiar.
- It automates labor intensive tasks, which will allow me to focus more on our clients or customers.
- I like the ease of maneuverability from our home page to the numerous modules and will save the time of switching between programs with different logins and passwords.
- I am looking forward to being able to see our budget and contract balances in real time.

Timeline



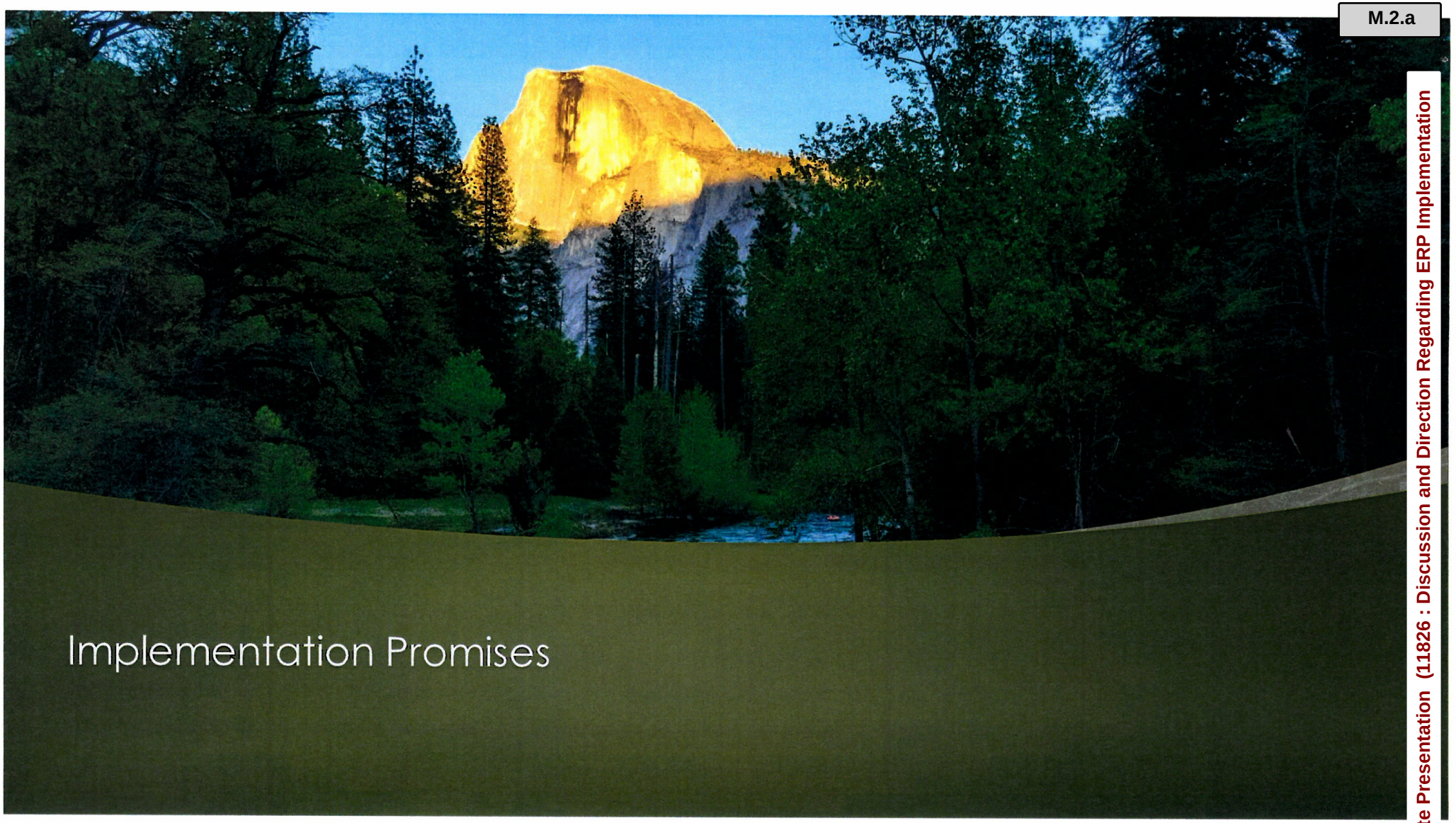
Attachment: ERP Update Presentation (11826 : Discussion and Direction Regarding ERP Implementation

Key Takeaways

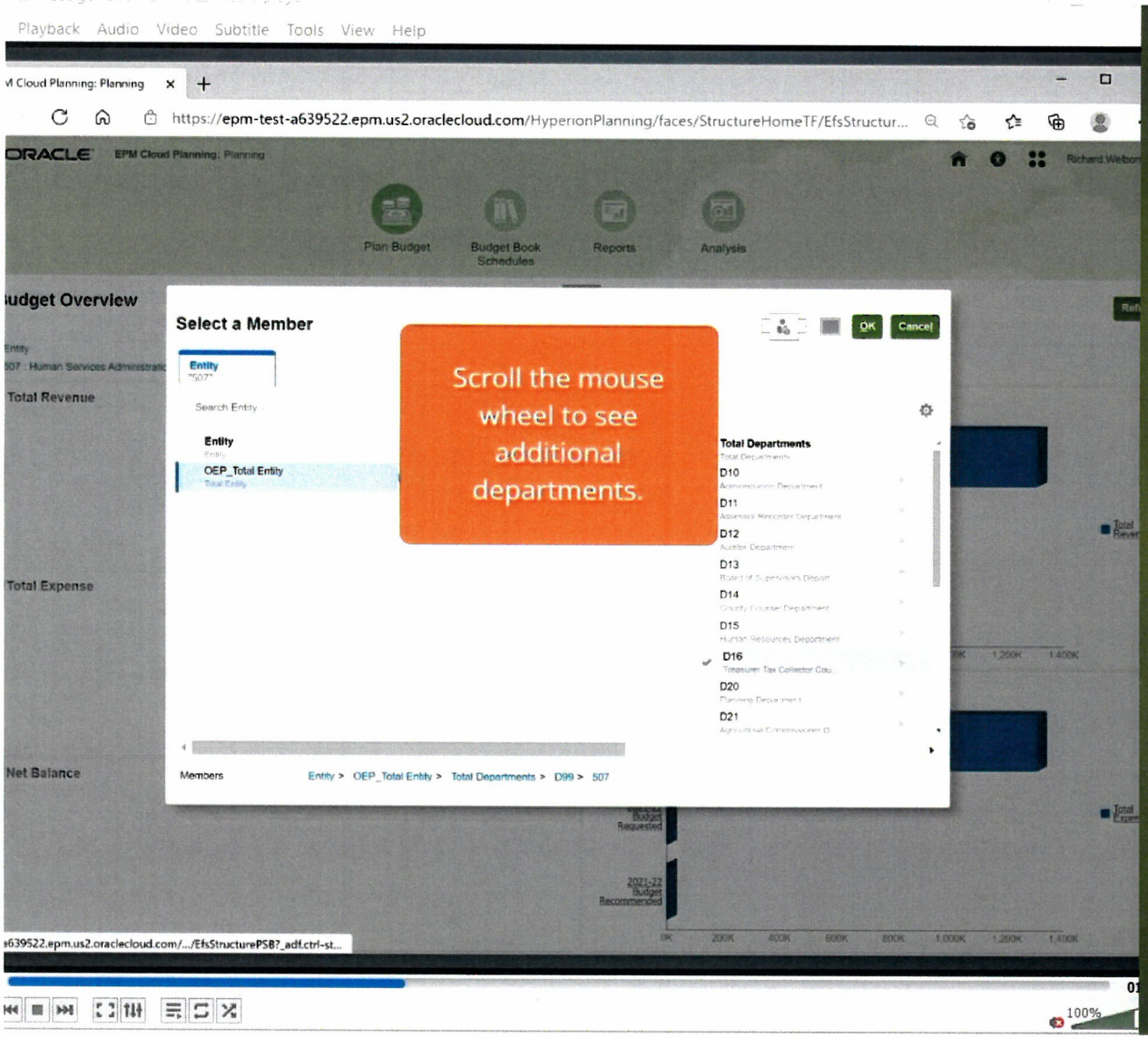
- Who is involved in implementation?
- What will implementation look like?
- Benefits of full implementation
- Ways the Board can support implementation

Who is involved in implementation?

- Timecard
- Enroll in insurance
- Travel
- Approve invoices
- Make data-driven decisions



Implementation Promises



Provide training

idget - By Program Net Balance Form

nt

Budget	Budget	Budget	Actual	YTD % Spent	Actual		
Requested Budget	Recommended Budget	Adjusted Budget	Historical	Historical	Historical		
2021-2022	2021-2022	2020-2021	2020-2021	2020-2021	2019-2020	2018-2019	No Year
Yearly Plan	Yearly Plan	Yearly Plan	YearTotal	Yearly Plan	YearTotal	YearTotal	YearTotal
			0		0	625	
			0		**0**	**625**	
			0		3	0	
			0		**3**	**0**	
			0		**3**	**625**	
			3		23,786	108,915	
45,000	45,000	45,000	12,553	27.90%	33,126	28,060	
1,000	1,000	1,000	0	0.00%	0	125	
			0		0	466	
			0		511	3,253	
22,500	22,500	22,500	12,100	53.78%	16,541	16,743	
			1		215	0	
			1		3,264	18,844	
			0		13,632	18,045	
			1		6,889	12,766	

Available for questions and support

Attachment: ERP Update Presentation (11826 : Discussion and Direction Regarding ERP Implementation

Experienced Implementation Partner

GRAVITON CONSULTING SERVICES
Celebrating 10 years of success

Number of Courses

13
Enrolled Courses

0
Completed Courses

Budget Book Entry
Not Started · Enrolled on 26 Feb 2021

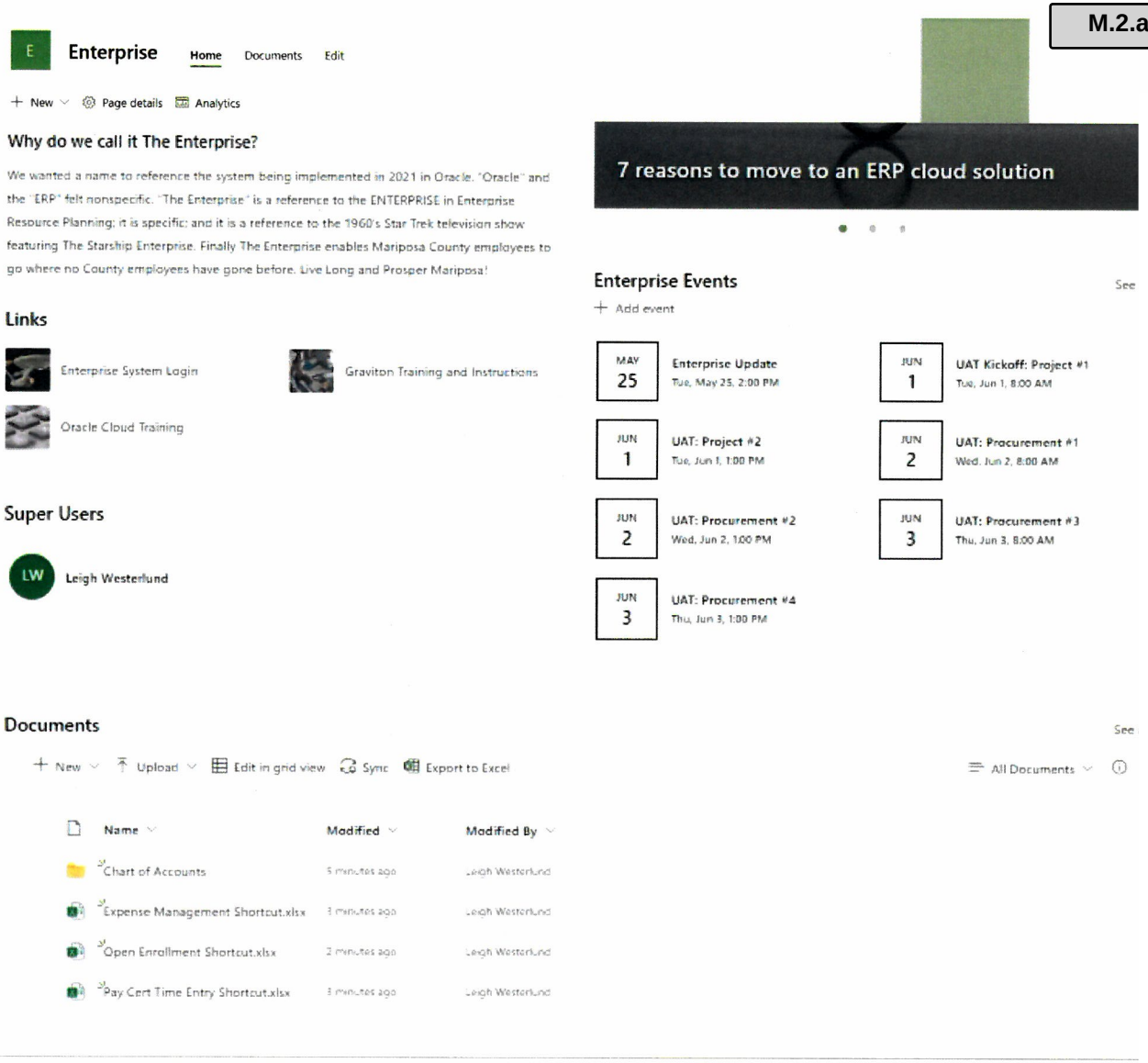
Job Aids for Budget Book Entry

3 Modules 0%

Step-by-step instructions maintained indefinitely

Attachment: ERP Update Presentation (11826 : Discussion and Direction Regarding ERP Implementation

One stop location for all resources and information



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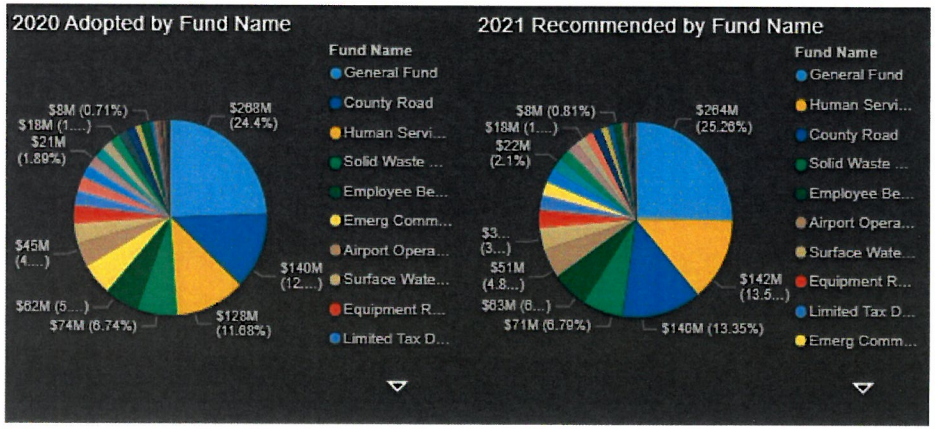
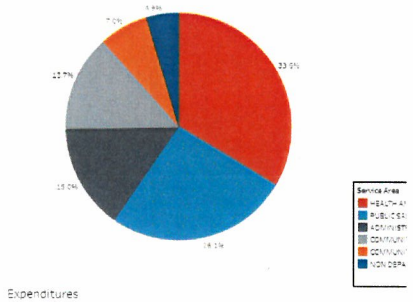
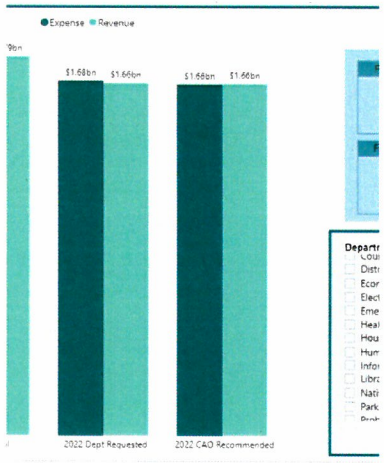




Expenditures

Service Area		
HEALTH AND HUMAN SERVICES		
PUBLIC SAFETY		
ADMINISTRATION AND SAFETY		
COMMUNITY DEVELOPMENT AND PUBLIC WORKS		
COMMUNITY SERVICES		
NON DEPARTMENTAL	$26,720,966	4.6%
Grand Total		100.0%



Create dashboards for public, board, staff leadership, etc.

Attachment: ERP Update Presentation (11826 : Discussion and Direction Regarding ERP Implementation

Train team of super users

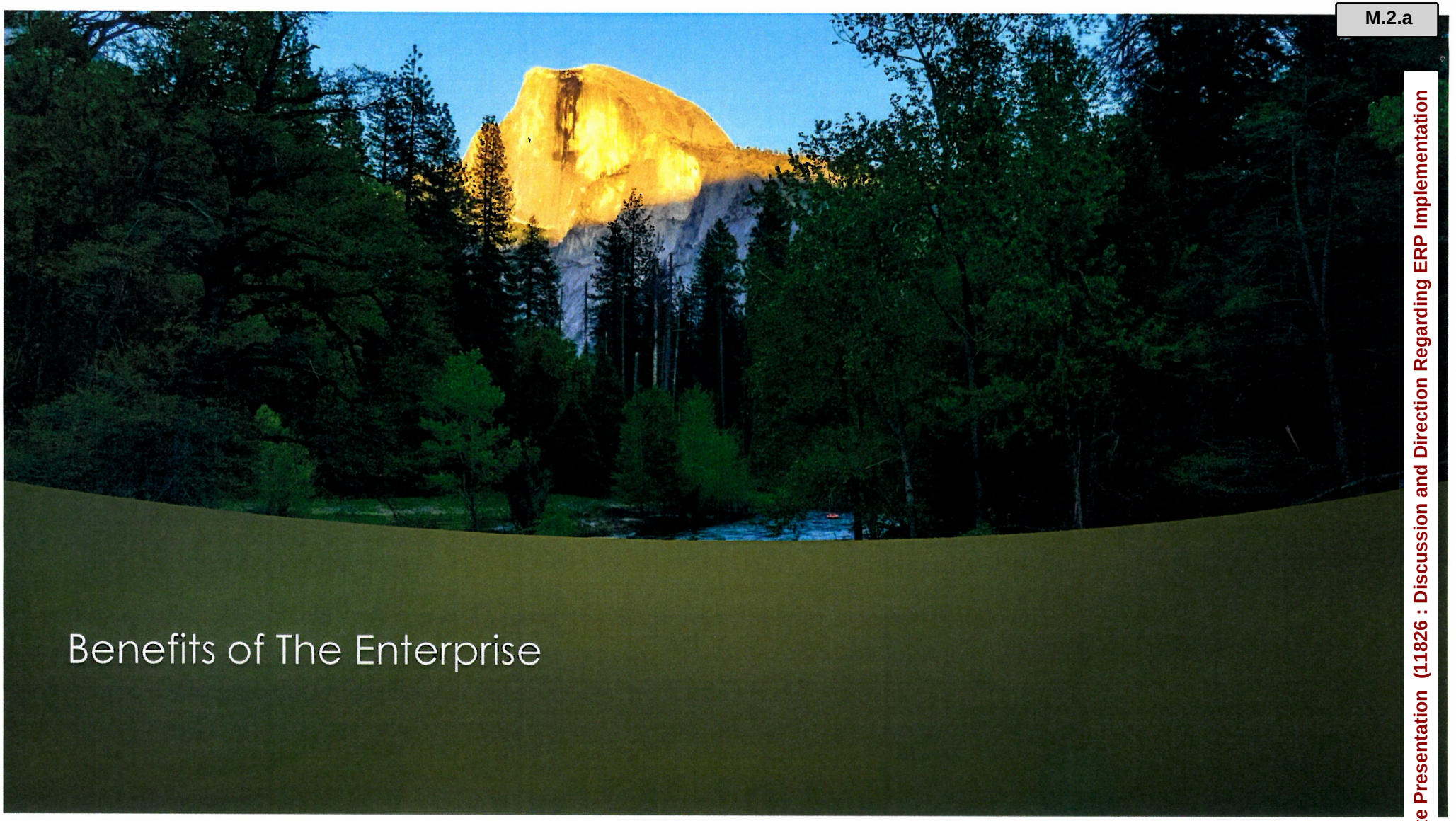
Cal Card Cardholders	Excel	To track and sort cardholders by dept	Auditor
Cal Card Weekly Activity	Excel	To track Cardholders receipts received	Auditor
	Service contract software	All PW cost/fund accounting	Public Works
ca	Word	keep legal files up to date ex)	County Counsel
Cash Re	Excel	Cash receipts received f year are tracked in excel so the ued back to the previosu year.	Auditor
Cash Statem	excel	to track monthly fi mit to Auditor's office to do the	Probation
Certification t form	ord	Used for track re certs and DMV requirement unteer	Fire
CLETS		California ent Telecommunication System	Sheriff
Collections Spreadsheet		to t s collected for CRT	Probation
Complaints sent to County Counsel by Developmental Svs	Wo	to ongoing open complaints that ned over to us by Developmental	County Counsel
Contract balance spreadsheet	Google	available contract balances	HHSA
Contract Tracker	Excel	tract terms & balances	Auditor
CORRESPONDENCE	Wo	er writing to customers	Assessor
CRT Data Spreadsheets		to the annual CRT due in Sept.	Probation
Daily tonnage entry spreadsheet		Data tonnage as derived from PC Scales tware	PW/Solid Waste
Dental and Vision Premium Recon	el	To reconci vision premium charges paid and col mployee and county	Auditor
Department address ten	Word	Master templa g addresses for all volunteers	Fire
Departr workl	Excel	Master list of all v contact info & qualifications; volun tracking (DMV printout, live scan, pre physical, new hire appt)	Fire
pt form	Excel	Auditor - used for departme osits	Fire
Deposit Tracking	Excel	To track daily deposits - includ method, check numbers, check date, description, etc.	Auditor

Audit and eliminate unnecessary shadow systems

Attachment: ERP Update Presentation (11826 : Discussion and Direction Regarding ERP Implementation

Implementation promises

1. Provide training
2. Available for questions and support
3. Step-by-step instructions maintained indefinitely
4. One stop location for all resources and information
5. Create dashboards for public, board, staff leadership, etc.
6. Train team of super users
7. Audit and eliminate unnecessary shadow systems
8. Conduct organizational structure study in 2022 to inform staff adjustments post-implementation



Benefits of The Enterprise

Benefits of The Enterprise

- Streamline, simplify, and standardize business processes
- Focus data on "one version of the truth" - integrate or eliminate redundant systems
- Enhance working relationships with staff and community through accessibility and accuracy of information
- Inform decisions with data analysis
- Ultimately improve the quality and quantity of community services we provide

Budgeting 'go live' February 1st

Here are some process improvements

- Prior year data visible during data entry
- Totals are updated in real time
- Transfers are initiated by transfer OUT entity and MUST balance
- Salaries and benefits cannot be edited
- Benefits are automatically calculated for extra help and overtime
- Review and approval occurs in system
- Variance reports can be generated from system
- Narratives saved and updated in system
- Narrative reports can be organized and printed with budget numbers

Attachment: ERP Update Presentation (11826 : Discussion and Direction Regarding ERP Implementation

Finance and HCM 'go live' July 1st

Here are some process improvements

- AP approval BEFORE purchase
- Supplier self-registers online
- Contracts locked down, changes traceable
- Cal-card receipts collected and submitted using mobile phone
- No need for paper documentation
- Banking system integration
- Fixed asset tracking and management
- Time studies in pay certs – connection to GL
- Easy time tracking – all employees in system
- Employee self service – changes to emergency contacts, withholding, open enrollment, etc.
- System integrations – GIS, Megabyte, Permits, etc.

Attachment: ERP Update Presentation (11826 : Discussion and Direction Regarding ERP Implementation

The Board plays a critical role

- ✓ Publicly support the project
- ✓ Incorporate Enterprise implementation into staff performance objectives
  - ✓ Monitor and control for dependencies
  - ✓ Ensure adoption / Resist duplicate redundant systems
- ✓ Be the vanguard / Role model system engagement

Teamwork / Culture

- Enthusiasm
- Critical thinking
- Willingness to consider change
- This has NOT been easy – staff doing 'regular' job in addition to supporting The Enterprise

'Never doubt that a small group of thoughtful, committed, citizens can change the world. Indeed, it is the only thing that ever has.' ~ Margaret Mead

Attachment: ERP Update Presentation (11826 : Discussion and Direction Regarding ERP Implementation

Teamwork / Culture

- Enthusiasm
- Critical thinking
- Willingness to consider change
- This has NOT been easy – staff doing 'regular' job in addition to supporting The Enterprise

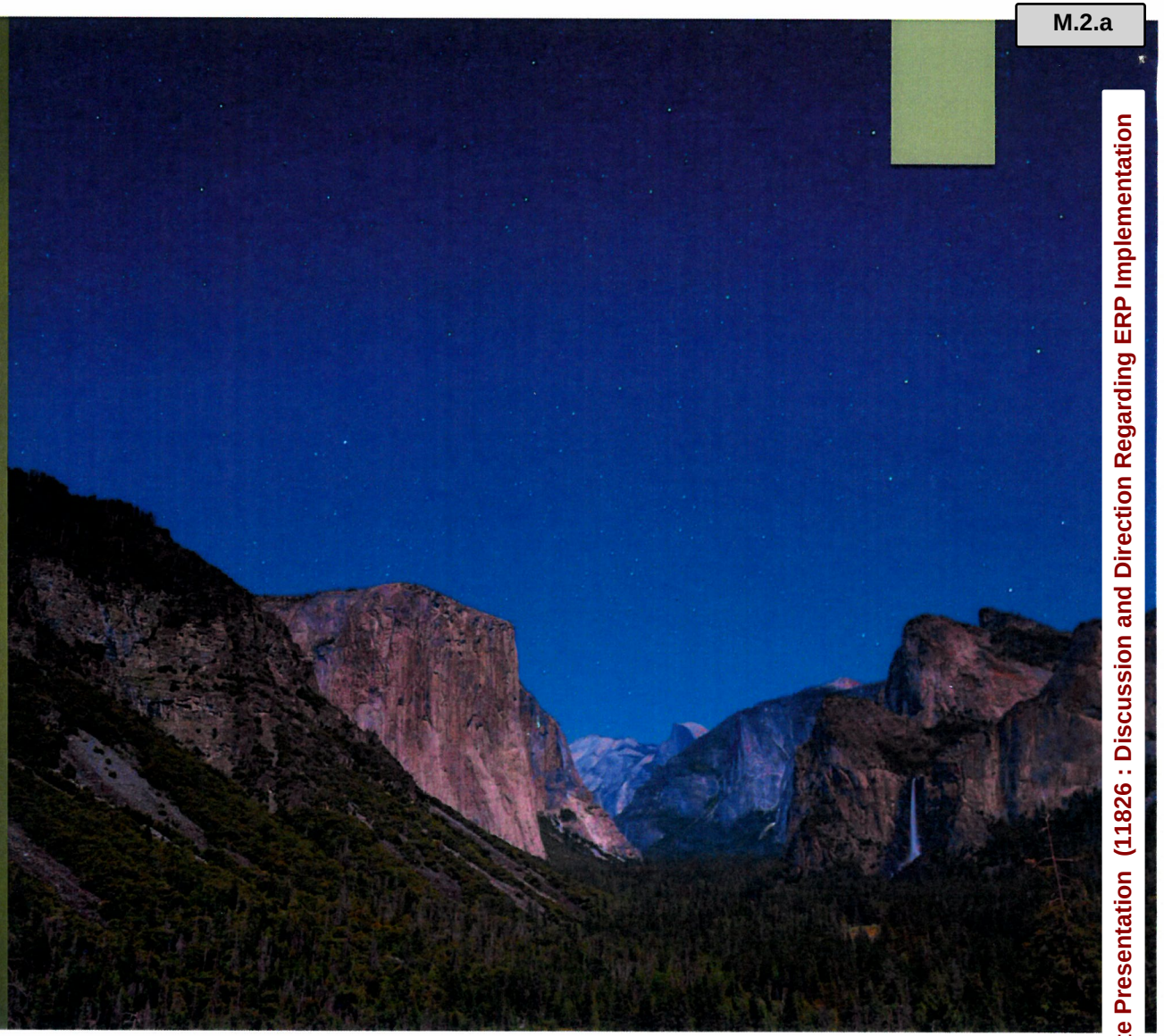
"Individual commitment to a group effort--that is what makes a **team work**, a company **work**, a society **work**, a civilization **work**." --Vince Lombardi.

Attachment: ERP Update Presentation (11826 : Discussion and Direction Regarding ERP Implementation

Key Takeaways

- Who is involved in implementation?
- What will implementation look like?
- Benefits of full implementation
- Ways the Board can support implementation

Questions??



MARIPOSA COUNTY

Administration · 966-3222

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Building Department Leadership Discussion and Direction

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Building Department Leadership

On May 18, 2021, Building Director Michael Kinslow informed the Board of his intent to retire on June 30, 2021. It is customary upon the departure of any department head to review the position and consider opportunities or changes that may improve the function and operation of the department prior to beginning a new recruitment. This item is intended to allow for discussion of three particular elements related to the future leadership of the Building Department: 1) How to manage the department in a period when the director position is vacant; 2) The need for and possible creation of a deputy director position; and 3) Whether to initiate a recruitment of a new building director.

The Board has five options for interim leadership in the department in the absence of the director:

- **Select an interim director from existing department staff.** One current employee in the department is credentialed as a building official and could be assigned as interim director. This is generally recommended when the Board believes an existing staff member is likely or very likely to succeed in a recruitment for the director position.
- **Select an interim director from existing department heads.** The Board has often assigned department heads to lead additional departments during vacancy periods. In this situation, the department head is often very reliant on existing staff to maintain day-to-day operations while they keep an eye on budgets, personnel issues and other major decisions.
- **Recruit a retiree to serve as interim director.** Simple outreach to credentialed building officials within driving range could yield a short-term candidate to manage the department until a long-term candidate can be found.
- **Share a director with an adjacent county.** The County has shared department heads with neighboring counties when either jurisdiction has had a vacancy. Directors in neighboring jurisdictions are also reliant on existing staff

Agenda Item - No Resolution Requested

to maintain operations but also possess greater expertise that can inform major decisions that need to be made.

- **Contract for building official services.** The County currently contracts with Interwest for plan review. This firm is familiar with County codes and processes, already performs all building department services for some jurisdictions, has all of the necessary qualifications and could serve as the interim building official. This option would allow for the most objective recruitment process, provide access to greater expertise than any one interim director is likely to possess, and avoids further constraint of staff time in the department or elsewhere.

Regardless of the choice the Board makes for interim leadership, Director Kinslow has requested that a deputy building director position be created prior to his separation from County employment. The deputy director position is requested to improve continuity of service as the deputy is authorized to complete director-level tasks in the absence of the director. The deputy director position could also establish a clearer path for succession and clear structure for supervision in the absence of the director.

Director Kinslow has made the same request several times in the past and each of the previous three human resources directors have denied the request as unnecessary and intended to promote an individual rather than create additional value. The director already has the ability to delegate tasks to employees, including supervisory assignments during an absence of the director, and provide additional compensation for completed work outside of an employee's job description. These tasks are projected to be infrequent and concentrated in periods when either the building director is out of the office or workload is sufficiently increased that more director-level capacity is needed. The previous discussion about an interim director is the same with or without a deputy director-- there is no definable advantage to the County's circumstance. Should the Board decide to move forward with this request, which would be a significant change, it may be prudent at this stage to wait for the new director to assist with the selection of this position to increase the investment and accountability of the hire.

Finally, the Board should discuss whether to move forward with a recruitment and how that recruitment should be conducted. Prior to moving forward, a vacancy in the director position provides an opportunity to consider alternate service delivery methods that could enhance the services delivered to residents, builders and developers. Some jurisdictions have found benefits in contracting for all their building permitting and inspection services. Merced County voted earlier this month, and many others have already acted, to consolidate all development services that issue permits into a true "one stop shop" with better accountability and outcomes. Though the County may not ultimately decide to change its services, now is the time to direct staff to seek input from our customers and evaluate the alternatives.

When the Board is prepared to move forward with a recruitment, it will also need to decide whether that recruitment should be conducted through County Human Resources or with the support of an executive recruiter. In the last five years, only one department head has been hired without the support of an executive recruiter.

MARIPOSA COUNTY

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BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board frequently uses changes in department directors to evaluate alternatives for moving forward. In the last several years, these evaluations have led to contracting for fire department leadership, consolidating human resources and technical services into administration, sharing an agricultural commissioner with Merced County, appointing existing staff in the assessor and sheriff offices to serve as directors, and contracting with a retired agricultural commissioner to direct County agricultural services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives are outlined in the justification section of this item. No formal action is requested at this time.

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/1/2021 9:00 AM

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Performance Evaluation - Health Officer

[ ] **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: Health Officer (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