MARIPOSA COUNTY

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

MILES MENETREY, CHAIR	**DISTRICT V**
WAYNE FORSYTHE, VICE-CHAIR	**DISTRICT IV**
ROSEMARIE SMALLCOMBE	**DISTRICT I**
SHANNON POE	**DISTRICT II**
DANETTE TOSO	**DISTRICT III**

ACTION SUMMARY MINUTES

May 16, 2023

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

Attendee Name	Title	Status	Arrived
Danette Toso	District III Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Excused	

B. Pledge of Allegiance

Vice-Chair Forsythe led the pledge.

C. Introductions

Mikey Goralnik/Senior Community Design and Development Planner introduced Matthew Arnolds of SERA architects.

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

During public comment Tara Schiff/Economic Development Specialist commented on CA8 recommending the community shop small businesses. Kari Kinsela/Chamber of Commerce Executive Director noted on item CA8 that we all thrive on our small businesses and advised of several ribbon cutting ceremonies coming up for new businesses in town. Dr. Eric Sergienko/Health Officer expressed thanks to Public Works on CA31. Mike Bruso spoke about CA3, CA4, and CA5 regarding grant guidelines and possible long-term implications of so many grants throughout the US. Steve Engfer/Planning Director expressed thanks to Ed Walls on CA25. Janetta Phillips requested CA10 be pulled for discussion. Jeremy Briese/Sheriff addressed CA3, CA4 and CA5, noting that the continued local emergencies are due to natural disasters in our county, it takes time and hard work to rebuild, and this is a mechanism to obtain funding resources for departments that have been impacted. Margarita King spoke on CA11 noting that Trails Day is

celebrated on the first Saturday of June each year and the purpose is to celebrate our outdoors. Ms. King then thanked all Mariposa communities involved with this event. Hannah Harrison/Planning spoke on CA11 advising that Trails Day is offering a 5K along Mariposa Creek Parkway at 10:00 AM on June 3rd. Supervisor Smallcombe requested CA10 be pulled for discussion and clarification on CA20 and CA21. Joe Lynch/Health and Human Services Agency Director clarified CA20 and CA21 advising that a pooled contract is allowing them to set aside funds that will be drawn from only if necessary for use of a mental health hospital instead of having a contract with every hospital they may possibly need. Leigh Westerlund/Assistant CAO responded to questions on CA27 advising the funding will be coming from the remaining Merced Irrigation District (MID) settlement funds, and on CA28 funding is a 2.2-million-dollar grant that Public Works received. Supervisor Poe urged the County to grade the road to the water tanks in Coulterville prior to moving forward with CA28.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe
EXCUSED: Menetrey

CA1. **Health and Human Services RES-2023-252**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2023-253**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2023-254**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office RES-2023-255**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA5. **Sheriff's Office RES-2023-256**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA6. **Administration RES-2023-257**

Decrease the Number of System Support Analyst Allocations in the Health and Human Services Agency by Three Positions; and Increase the Number of System Support Analyst Allocations in Administration (Technical Services) by Three Positions Effective June 1, 2023

CA7. **Administration RES-2023-258**

Approve an Amendment to the Southern Sierra Miwuk Subrecipient Agreement for Strategic Planning; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Administration/Community Development 2023-62**

Proclaim the Month of May 2023 as Small Business Month

CA9. **Auditor RES-2023-259**

Rescind Resolution 22-528; and Adopt a New Confidential Employee Resolution with an Updated List of Confidential Classifications, Effective November 8, 2022

CA10. **Board of Supervisors 2023-63**

Proclaim June 3, 2023, as "Trails Day" (Chair Menetrey)

11. Removed for Discussion

CA12. **Clerk of the Board of Supervisors 2023-64**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in April of 2023

CA13. **Clerk of the Board of Supervisors 2023-65**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in April of 2023

CA14. **District Attorney/Victim Witness RES-2023-261**

Approve a Lease Agreement for Office Space for the District Attorney's Victim Witness Program, Space to Conduct Child Abuse Forensic Interviews and Victim Witness Court Waiting Area; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **District Attorney/Victim Witness RES-2023-262**

Adopt a Resolution Authorizing the District Attorney to Sign Any Amendments and Extensions to the 2023-2024 Victim Witness Assistance (VW) Grant (Subject to Approval as to Legal Form by County Counsel)

CA16. **District Attorney/Victim Witness RES-2023-263**

Approve the Victim Witness Assistance Program (VW) Grant Application Administered through the State of California Office of Emergency Services (Cal OES) in the Amount of $268,016 for Fiscal Year 23/24; and Authorize the Board of Supervisors Chair and District Attorney to Sign the Grant Application

CA17. **Health and Human Services RES-2023-264**

Effective Immediately, Approve Changes to the Registered Environmental Health Specialist Job Description by Converting it to a Flexible Classification of Environmental Health Specialist I/II; Assign the Current Incumbent to the Environmental Health Specialist II Position; Set the Environmental Health Specialist I Annual Salary at $63,457.89 - $77,135.14; Environmental Health Specialist II Annual Salary at $70,508.88 - $85,705.78; and Approve the New Job Description for the Environmental Health Specialist I/II; the Vacant Registered Environmental Health Specialist Position Will be Converted to an Environmental Health Aide Position; Set the Environmental Health Aide Annual Salary at $40,428.44 - $49,143.78; and Approve the Amendments to the Environmental Health Aide Job Description

CA18. **Health and Human Services RES-2023-265**

Approve Amendments to the Senior Supervising Environmental Health Specialist Job Description

CA19. **Health and Human Services RES-2023-266**

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

CA20. **HHS/Behavioral Health & Recovery Services RES-2023-267**

Adopt a Resolution Authorizing the Director of Health and Human Services Agency (HHSA) to Sign and Execute Inpatient Hospitalization Acute Care Pooled Authority Contracts in the Amount of $1,800,000 for the Term of July 1, 2023 through June 30, 2024 as Well as and Any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

CA21. **HHS/Behavioral Health & Recovery Services RES-2023-268**

Adopt a Resolution Authorizing the Director of Health and Human Services Agency (HHSA) to Sign and Execute the Board and Care Pooled Authority Contracts in the Amount of $530,000 for the Term of July 1, 2023 through June 30, 2024 as Well as and Any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

CA22. **HHS/Public Health RES-2023-269**

Approve a Reimbursable Agreement with U.S. Department of the Interior, National Park Service Yosemite National Park to Provide Emergency Medical Services for an Amount Not to Exceed $105,000; and Authorize Board of Supervisors Chair to Sign the Agreement

CA23. **Library RES-2023-270**

Accept Donations from Wawona Friends of the Library for Operating Expenses

CA24. **Library RES-2023-271**

Approve Operating Hours for the Mariposa County Library Branches

CA25. **Planning 2023-66**

Recognize the Service of Edward Walls as Planning Commissioner for District I

CA26. **Probation RES-2023-272**

Approve an Agreement with Alliance for Community Transformations, Ethos Youth Center, for Youth Thrive Mariposa, a Strategy to Support the Development and Well-Being of Youth Involved in the Dependency or Delinquency Systems and Youth at Risk for Homelessness in an Amount of ($100,000); and Authorize the Board of Supervisor's Chair to Sign the Agreement

CA27. **Public Works RES-2023-273**

Approve Task Order No. 2 with Black Water Consulting Engineers for a MID Feasibility Study in the Amount Not to Exceed $82,166; and Authorize the Board of Supervisors Chair to Sign the Task Order

CA28. **Public Works** **CSA1M-2023-4**

Approve Task Order No. 3 with Black Water Consulting Engineers for Coulterville Drought Relief Project Design Services in the Amount Not to Exceed $263,397; and Authorize the Board of Supervisors Chair to Sign the Task Order

CA29. **Public Works** **RES-2023-274**

Approve Budget Action Transferring Public Works General Funds into Fleet Maintenance - Fund 7700 ($180,000) 4/5ths Vote Required

CA30. **Public Works** **RES-2023-275**

Authorize an Increase from 999 to 1,3000 Extra Help Hours for Two Maintenance Worker I/II Staff in the Solid Waste Division of the Public Works Department

CA31. **Public Works** **2023-67**

Proclaim the Week of May 21-27, 2023, as "Public Works Week"

CA32. **Sheriff's Office** **RES-2023-276**

Approve a Participation Agreement with the California Department of Health Care Services (DHCS) for Mariposa County to Participate in the Medi-Cal County Inmate Program (MCIP); Approve the Medi-Cal County Inmate Program Agreement for Administrative Services; and Authorize the Board of Supervisors Chair to Sign Both Agreements

CA33. **Sheriff's Office** **RES-2023-277**

Approve a One Year Agreement with Stanislaus County Sheriff's Office Coroner's Division for Forensic Pathology Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA34. **Treasurer-Tax Collector-County Clerk** **RES-2023-278**

Authorize the Request for Approval to Sell 5-Year Tax Defaulted Parcels at the Annual Auction Scheduled for August 11, 2023

E. Items removed from Consent Agenda

Board of Supervisors **RES-2023-260**

Adopt a Resolution Designating the Mariposa County Arts Council as the County's Authorized Partner in the California Arts Council's State-Local Partnership Program; and Authorize the Mariposa County Arts Council to Submit Grant Proposals to the Program and Execute Grant Contracts, If Awarded

Cara Goger/Arts Council Executive Director advised that this designation is what makes the connection to Mariposa County and without it the Arts Council is not able to apply and receive grants. The grants allow for education in the schools and allow representation of Mariposa at the State level.

During public comment Janetta Phillips stated the Arts Council has provided some good projects, her concern is obtaining ample public input prior to the projects display in the County. Ms. Phillips noted that there was not one public meeting in Hornitos and would like to see this pulled to check on some legalities and get more local input. Steve Engfer noted that there is some confusion with conversations and projects going on and he will be reaching out to Ms. Phillips later today.

Supervisor Smallcombe advised that this item is to authorize the Arts Council to submit applications for grants, and if awarded they will come back to the Board for discussion and approval of the agreement. She noted there will be opportunity for public comment on the projects and recommended amending the item to add language "if awarded the grant agreement will come to the Board".

DIRECTION: Add language "if awarded, the grant agreement will come to the Board for approval"

RESULT: DIRECTION GIVEN

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Shannon Poe, District II Supervisor
AYES:	Toso, Poe, Smallcombe, Forsythe
EXCUSED:	Menetrey

F. Departmental Presentation

Sheriff Jeremy Briese noted that we can't predict the future and budget for what ifs, we must do our best to prepare and sometimes it's a contradiction with the budget. Sheriff Briese then noted the Sheriff Office (SO) mission, advised that an additional deputy was necessary in Supervisor Poe's district and that was taken care of his second day as Sheriff and mentioned Facebook live that he provides once a month. Sheriff Briese then advised that the SO report writing, and data collection system is outdated and is inefficient so they will be budgeting for a new system, noted there are four candidates that will graduate the academy soon, but they still will not be fully staffed. He provided statistics for April calls for service and discussed the constraints of acquiring new deputies. Supervisor Poe noted that County Fire and the ambulance company are having the same issues as the Sheriff.

Lizz Darcy/Public Information Officer reminded everyone that FEMA is in Midpines at this time and will be closing on Saturday, May 20th, but applications can still be submitted for assistance through the website until June 5th.

Jacob Hawley/Visitors Center Operations Manager provided their summer hours of 8:00am to 7:00pm daily, advised that visitation is picking up and provided numbers for the year so far.

Steve Engfer informed the Board that the General Plan has a Housing Element and a Safety Element that crossover to work with the Sheriff Office and County Fire.

G. Public Comment on Non-Agenda Items

Jonathan Noel commented on a Caltrans presentation for road tests and feels it is bad for California and Mariposa; he would like to see the Board contact other counties and oppose this, then he talked about gas taxes.

Janetta Phillips representing Made in Mariposa, noted that they have moved into a storefront on main street next to Castro Winery and thanked the Chamber of Commerce for all they have done for them.

Mike Bruso noted that he speaks during public comment on non-agenda items to provide another point of view and then spoke of what the Declaration of Independence means to him.

H. Regular Agenda Items

1. **Board of Supervisors (ID # 14039)**

Receive Information from Small Business Administration (S.B.A.) Office of Disaster Recovery and Resiliency Regarding Economic Injury Disaster Loans for the Recent Severe Winter Storms (Javier Caltenco, Public Affairs Specialist)

Javier Caltenco/Public Affairs Specialist for Small Business Administration (S.B.A.) Office of Disaster Recovery and Resiliency presented information regarding Economic Injury Disaster Loans for the recent severe winter storms and provided information on how to apply for loans noting that renters can also apply for up to $40,000.

RESULT: INFORMATION RECEIVED

2. **Board of Supervisors (ID # 14113)**

Receive an End of the Year Presentation Regarding Yosemite Renaissance (Jonathan Bock, Yosemite Renaissance Director)

Jonathan Bock gave a presentation on Yosemite Renaissance, provided history of his career in the arts, spoke of what can be done in the world through art, how Sierra Arts Trails benefits our community and brings revenue into our community, and how art brings people in to enjoy Yosemite National Park and lets them know we have cultural experiences also. Mr. Bock provided information for future goals.

During public comment Cara Goger congratulated Jonathan on the work he does to blend Mariposa into what he does for Madera County.

RESULT: INFORMATION RECEIVED

3. **Fire RES-2023-279**

Approve Title III Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000 in the Amount of $101,000.00 After End of the 45 Day Comment Period on May 2, 2023

Fire Chief Steve Ward gave the staff report and noted a correction to project 4 advising this is for Fiscal Year 23/24 and not Fiscal Year 24/25. No public comment. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Danette Toso, District III Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe
EXCUSED: Menetrey

4. **HHS/Behavioral Health & Recovery Services (ID # 14044)**

Receive a Presentation from Mariposa Minds Matter on Mental Health Stigma

Katie Cotter/HHSA gave the staff report and a PowerPoint presentation. Lizz Darcy assisted with the presentation then noted she joined Minds Matter in 2020, and described how Minds Matter has helped her and what she is doing to cope with and thrive. Ms. Darcy advised that reducing stigma literally saves lives. Board discussion ensued.

RESULT: INFORMATION RECEIVED

5. **HHS/Public Health 2023-ORD-1185**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending Chapter 8.52, Ambulance Service"

Dr. Eric Sergienko/Health Officer provided background on the item. No public comment. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Danette Toso, District III Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe
EXCUSED: Menetrey

6. **Administration/Community Development (ID # 14103)**

Discussion and Direction Regarding a Micro Enterprise Loan Application for Mountain Meadow Farms in the Amount of $50,000

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/6/2023 9:00 AM

Recess

11:01 AM Vice- Chair Forsythe recessed the Board for a brief break and reconvened at 11:06 AM.

Reconvene as Board of Supervisors

7. **Planning (ID # 14023)**

Receive a Second Presentation on the Status of the Mariposa Gateway Elements Project

Mikey Goralnik/Senior Community Design and Development Planner gave the staff report. Mr. Goralnik responded to questions of the Board advising that staff has time to pursue one project and Coulterville was selected, the engineers for the project are Provost and Prichard from Fresno and when the projects go out for bid hopefully there will be local interest. He also responded that local artists have the opportunity to

pursue the projects of what they feel best represents Mariposa County, $15,000 was spent on public outreach not $47,000, and explained the outreach process.

Board discussion ensued regarding town hall meetings, the process of public engagement, grant requirements, the selection of contractors, and clarification that this is not an Arts Council project.

During public comment Bob Barrett asked if local artists will be used, spoke of a six-foot statue of a dog in Hornitos noting the community of Hornitos was not asked if they wanted this there.

Bridgett Fithian/Sierra Conservancy, Alex Vance, Jacob Hawley/Visitors Center, Marilyn Saunders, Shona Medinas, resident - name unknown, and Adam Boons, spoke in favor of the project and suggested community efforts.

Charlie McCord spoke in favor of the project but would like to see more public input.

Karen Herman on behalf of herself and her husband would like to see more public input.

Janetta Phillips spoke in favor of the project and would like to see everyone included that represents Mariposa.

Clay River noted she came from Maine and has been in Mariposa for four years, discussed her tribe in Maine, noted the Board has the opportunity to leverage the Miwuk and requested the Board consider the impact of the Miwuk not being represented.

Scott Benning asked if the grant was going to cover all of the expenses.

Charles Phillips discussed all of the cultures noting that we are not just one set of people.

Rich Westfall spoke in support of all history to be included in the murals and noted he and several others had not heard about the outreach.

Lizz Darcy/Public Information Officer thanked Mikey Goralnik for the extensive outreach and encouraged people to stay engaged and to let her know if there are any suggestions for future outreach.

Mike Bruso discussed public property and the importance of public outreach within the community.

Public Comment closed.

Mikey Goralnik advised that the focus is on the gateway element, and responded to questions noting the total fee for projects is $150,000 for everything not including the construction, the Historic Sites and Records Commission is not part of the review as the project is not in a historic area, and the Creative Placemaking Advisory Committee is involved in this process, .

Mr. Goralnik advised that the working lands project centers local artists and this one initiative isn’t going to show all of the history of Mariposa, also this one project isn't the only way to express the history. He then advised there will be a maintenance agreement to outline responsibilities of Caltrans and the County. Board discussion ensued.

RESULT: INFORMATION RECEIVED

I. Board Information

None.

J. Adjournment

12:50 PM Vice-Chair Forsythe adjourned the meeting in memory of Barbara Sharon McCoon, David Dunne, Sandra West, Daniel Clyde Miller, James "Jim" Willard Johnson, and Colleen Scott.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Wayne Forsythe
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-252

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-253

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the Oak Fire Local Health Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Health Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

The County Health Officer declared a local health emergency under California Health and Safety Code Section 101080 on July 22nd, 2022.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local health.

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

FINANCIAL IMPACT:
Not Applicable.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 14111

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-254

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the Oak Fire

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

On July 23, 2022, Mariposa County received notification of the approval of a Federal Fire Management Assistance Grant (FMAG) to aid with the Oak Fire. Additionally, Gavin Newsom, Governor of the State of California, also proclaimed, on July 23, 2022, a state of emergency in Mariposa County due to the Oak.

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

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local emergency.

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

FINANCIAL IMPACT:
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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 14110

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-255

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the 22/23 Meteorological "Atmospheric River" Event

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RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

An extreme storm beginning on December 27th, 2022, caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.

January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 Meteorological "Atmospheric River" Event. 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: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 14083

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-256

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to Extreme Snowstorms 2023

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023.

On February 23rd, 2023 a series of snow storms impacted Mariposa County. Heavy snowfall from the storms impacted many areas, causing downed trees and power lines. The snow accumulation caused damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.

On March 1st, 2023, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation, declaring a local emergency.

On March 7th, 2023 the Board adopted a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not ratify the proclamation, the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:
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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 14109

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-257

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: SSA Allocation Transfer

RECOMMENDATION AND JUSTIFICATION:
Decrease the Number of System Support Analyst Allocations in the Health and Human Services Agency by Three Positions; and Increase the Number of System Support Analyst Allocations in Administration (Technical Services) by Three Positions Effective June 1, 2023.

Consistent with a 2018 assessment of the technical services function and prior Board action, staff is recommending moving three system support analyst positions from the Health and Human Services Agency to the Technical Services Division of the Administration Department effective immediately. This action is the final step necessary to consolidate the technical services function into a single division, allowing for greater unification of effort and efficiency in the delivery of services.

The system support analyst position is focused on technology-related user support. There are currently three system support analysts serving the Health and Human Services Agency and one system support analyst serving the entire County, including the Health and Human Services Agency. These positions are crucial to the County's ability to keep employees productive through the resolution of technical issues, providing technology-related training, understanding user needs, and helping to plan for future technology upgrades, purchases, and implementations.

In the 2022 employee survey, only 58% of employees indicated positive experiences with user support or "help desk" services. This score ranked 26th out of 27 similarly surveyed communities, highlighting the need to improve in this area. The primary concern has been the speed of response with only one staff dedicated to the majority of County departments. This action will allow for a more uniform and timely response to employee requests for service.

It is important to note that this action is not intended to slow down the services being provided in the Health and Human Services Agency. In addition to the efficiencies gained by unifying the team, additional staff will be necessary to improve user support services countywide. Those additional staff are included in the Administration

Department budget request for Fiscal Year 2023-2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Prior to a comprehensive assessment of information technology functions in 2018, the Technical Services Department was a stand-alone department with five (5) total staff including a director appointed by the Board of Supervisors. Technical Services staff were directed to focus on the technical infrastructure of the County with superusers in each department providing the bulk of the user support. In addition, five (5) technical positions were allocated within what was then the Human Services Department.

On September 18, 2018, the Board received a presentation from ClientFirst Consulting titled, "Information Technology Current State Needs Assessment." The assessment included 52 recommendations ranging from best practice suggestions to infrastructure, security, and operations imperatives. One of the recommendations was to consolidate the technical services function within the Administration Department.

On December 4, 2018, the Board approved Resolution 2018-570. This resolution reclassified the technical services director position as a division manager, moved seven (7) technical services positions into the Administration Department (five from Technical Services and two from Human Services), and effectively dissolved the Technical Services Department. Three system support analyst positions continued to focus on user support in Human Services because Technical Services did not provide these services extensively at the time.

After consolidating the technical services function, one allocation was eliminated because it was not needed for technical infrastructure support at the time. Six allocations remained in the Technical Services Division: the technical services manager, two information systems staff, one network administrator, one system support analyst, and a vacant business systems analyst. Of these allocations, only the system support analyst was intended to focus on user support.

Since 2018, there have been two significant changes that are important to this conversation:

1. Technical Services has made significant progress on standardizing technical equipment and programs. This is much more efficient and improves our overall security, but limits the effectiveness of superusers who may not have sufficient training or access to resolve an issue. Training superusers may be part of a solution, but also pulls them away from their regular duties and may create other issues with work outside of a given job description.

2. The County has more employees, those employees are using much more technology, and the technology we are using is much more complex. Some of that technology is cloud-based and comes with external support; but the demand for professional user support since the beginning of the pandemic exceeds the ability of the staff dedicated to user support. To assist, staff assigned to maintaining technical infrastructure have needed to leave their duties to help with user issues. Further, the range of user issues is wider than ever before and includes both planning for and resolving issues with computers, cameras, access control systems, tablets, cell phones, databases, virtual

meetings and other cloud-based software, desk phones, etc., for staff in all departments and working from many different locations (various County offices, from home, conference hotel rooms, the cab of a pickup or squad car, areas with no internet or cell service, etc.).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. Technical Services and Health and Human Services staff will continue to coordinate what they can while serving different employee groups and receiving direction from different managers.

FINANCIAL IMPACT:
There is no additional cost or financial impact to this action.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-258

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve an Amendment to the Southern Sierra Miwuk Subrecipient Agreement for Strategic Planning

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RECOMMENDATION AND JUSTIFICATION:
Approve an Amendment to the Southern Sierra Miwuk Subrecipient Agreement for Strategic Planning; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County and Southern Sierra Miwuk Nation have been partnering on a strategic planning process funded by a Community Development Block Grant(CDBG). The County and the Southern Sierra Miwuk Nation have a subrecipient agreement between them to govern the funds. This agreement has reached the end of it's term and both parties wish to extend the term. The term will be extended as to be co-terminus with the CDBG grant term. No additional funds are needed to continue work through the new term.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
RES 2020-255 approve an application for a Community Development Block Grant for Southern Sierra Miwuk strategic planning.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without a current agreement in place the county can not process state grant funds.

FINANCIAL IMPACT:
None-funds are budgeted grant funds

ATTACHMENTS:
Miwuk Strategic Planning_AMENDMENT 1 (PDF)
RES 2020-259 Miwuk Subrecipient agreement (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 14106

FIRST AMENDMENT TO SUB-RECIPIENT AGREEMENT FOR STRATEGIC PLANNING ACTIVITIES

THIS FIRST AMENDMENT: is made and entered into this _____day of May 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as ("County"), and the American Indian Council of Mariposa County also known as the Southern Sierra Miwuk Nation("Contractor"), hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 19th 2020, wherein Contractor and County agreed to conduct planning activities together; and:

WHEREAS, County and Contractor are funded by a Community Development Block Grant that is active through 2024;

WHEREAS, County and Contractor originally set the agreement term to 18 months from the date of original Agreement execution;

WHEREAS, County and Contractor desire to amend said Agreement and extend the agreement term to align with the grant term;

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

Paragraph 1, "TERM," is hereby amended to December 31st 2024.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force an effect. This Amendment is effective retroactive to October 1, 2022. The parties shall treat the Agreement as if it had been in full force and effect continuously since October 1, 2022, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

APPROVED AS TO FORM
Steven W. Dahlem, County Counsel

_____

CONTRACTOR

_____
Sandra Chapman, Tribal Chair
American Indian Council of Mariposa County

Last Revised: 1/17/2023

Attachment: Miwuk Strategic Planning_AMENDMENT 1 (RES-2023-258 : Approve an Amendment to the Southern Sierra Miwuk Subrecipient

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2020-259

MEETING: May 19, 2020

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CDBG Miwuk Subrecipient Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve a Sub-recipient Agreement with the Southern Sierra Miwuk Nation/American Indian Council of Mariposa for CDBG Funds for Planning Activities; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This will include a needs assessment for the Tribe, and action plans for Housing, Food, Substance Abuse and Mental Health Counseling, Education, Prevention and Cultural Connections.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors has approved agreements with the Southern Sierra Miwuk/American Indian Council of Mariposa for Substance abuse and Mental Health Counseling through Mental Health Block Grant
RES.-2012-579
RES.-2013-473
RES.-2014-589
RES.-2015-552

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County's CDBG application will be less competitive and we will have to renegotiate a Subrecipient Agreement

FINANCIAL IMPACT:
If grant is awarded Mariposa County would generate $68,000 in staff compensation and administrative overhead. A budget action will be submitted when funds are received.

ATTACHMENTS:
Subrecipient Agreement 4(MIWUK) (DOCX)
Subrecipient Agreement 4(MIWUK)Final - signed (1) (PDF)

REF ID# 10507

Attachment: RES 2020-259 Miwuk Subrecipient agreement (RES-2023-258 : Approve an Amendment to the Southern Sierra Miwuk Subrecipient

Resolution - Action Requested 2020-259

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: RES 2020-259 Miwuk Subrecipient agreement (RES-2023-258 : Approve an Amendment to the Southern Sierra Miwuk Subrecipient

RES. NO. 20-259

COUNTY OF MARIPOSA
SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered this 19th day of May 2020 by and between the County of Mariposa, a political subdivision of the state of California, (GRANTEE) and The Southern Sierra Miwuk Nation, American Indian Council of Mariposa (SUBRECIPIENT).

WHEREAS, the California Department of Housing and Community Development, hereinafter "HCD", is authorized to allocate Community Development Block Grant Program, hereinafter "CDBG" funds made available from the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", as, as authorized under Title I of the Housing and Community Development Act of 1974, as amended, and implemented under Title 24 of the Code of Federal Regulations, hereinafter collectively referred to as the "Act", incorporated herein by its reference; and

WHEREAS, GRANTEE is a recipient of CDBG funding for use in funding eligible activities furthering established national objectives to benefit its low and moderate income residents as defined in the Act; and

WHEREAS, pursuant to County Resolution No. 20-259, the Board Chairman, is authorized to execute CDBG Agreement, on behalf of GRANTEE, that are within available allocated CDBG funding and in a standard form approved by the County Counsel.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. TERM

The term of this Agreement shall commence on award by HCD unless terminated earlier pursuant to the terms of this Agreement, shall continue until 18 months from the date of the signed Standard Agreement. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including Program Income.

2. SCOPE OF WORK

SUBRECIPIENT will be responsible for administering services in a manner satisfactory to GRANTEE and consistent with any standards required as a condition of providing these funds. GRANTEE will also perform the services set forth in Exhibit "A" entitled "Scope of Work" attached hereto and incorporated by reference herein and made a part hereof.

Attachment: RES 2020-259 Miwuk Subrecipient agreement (RES-2023-258 : Approve an Amendment to the Southern Sierra Miwuk Subrecipient

SUBRECIPIENT shall administer the Program for the whole of the term of the Agreement. SUBRECIPIENT shall administer the Program in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208.

GRANTEE will monitor the performance of SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by GRANTEE will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable amount of time after being notified by GRANTEE, contract suspension or termination procedures will be initiated.

3. RECORDS AND REPORTS

On a quarterly basis, SUBRECIPIENT shall submit to GRANTEE, in a form acceptable to GRANTEE, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within thirty days of the close of each quarter.

SUBRECIPIENT shall ensure the CDBG grant funds provided by GRANTEE are clearly identified as subawards and include the following information:

- SUBRECIPIENT NAME:
- Subrecipient ID (DUNS):
- State Award Identification Number: (CDBG Grant#)
- State Award Date:
- Period of Performance:
- Federal/State Funds Obligated by this Agreement:
- Total Federal/State Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal/State Award:
- Federal/State Award project description:
- Name of State awarding agency: Dept. of Housing and Community Development
- Name of pass-through entity: County of Mariposa, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: MTDC 10%

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a) A full description of each activity undertaken;
b) Records demonstrating each activity undertaken meets one of the National Objectives of the CDBG program;

Attachment: RES 2020-259 Miwuk Subrecipient agreement (RES-2023-258 : Approve an Amendment to the Southern Sierra Miwuk Subrecipient

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c) Records required to determine the eligibility of activities;
d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f) Financial records as required by 2 CFR Part 200 as amended by 24 CFR 570.502, and
g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of three years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the three year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the SUBRECIPIENT is notified in writing by the GRANTEE to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

GRANTEE shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG requirements. SUBRECIPIENT shall cooperate with GRANTEE and any federal or state auditors authorized by GRANTEE and shall make available all information, documents, and records reasonably requested and shall provide GRANTEE the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

4. METHOD OF PAYMENT

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of CDBG funds as described herein. It is expressly agreed and understood that the total amount to be paid by GRANTEE under this Agreement shall not exceed $250,000.

SUBRECIPIENT shall submit to GRANTEE a request for payment, in a form acceptable to GRANTEE, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow GRANTEE to determine compliance with applicable federal regulations, including cost allowability.

Attachment: RES 2020-259 Miwuk Subrecipient agreement (RES-2023-258 : Approve an Amendment to the Southern Sierra Miwuk Subrecipient

GRANTEE shall pay all approved requests for payment pursuant to this Agreement within the normal course of business, typically within forty-five days of receipt. If GRANTEE disallows any cost submitted by SUBRECIPIENT, within ten business days GRANTEE will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

All funds are paid contingent upon SUBRECIPIENT's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CDBG funding shall be returned to GRANTEE within thirty days of the earlier of termination of this Agreement or notice by GRANTEE. Any interest earned or received by SUBRECIPIENT thereon shall be remitted to the GRANTEE.

An authorized official for SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SUBRECIPIENT understands and agrees the availability of CDBG funds is subject to the control of HUD, other federal agencies, HCD, or other state agencies and should the CDBG funds be encumbered, withdrawn or otherwise made unavailable to GRANTEE, whether earned by or promised to SUBRECIPIENT, and/or should GRANTEE in any fiscal year hereunder fail to allocate CDBG funds, GRANTEE shall not provide said funds unless and until they are made available for payment to GRANTEE by HUD, HCD and GRANTEE receives and allocates said funds. No other funds owned or controlled by GRANTEE shall be obligated under this Agreement to the Project(s).

5. PROGRAM INCOME

Any income generated by SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income (as defined at 24 CFR 570.500(a)) shall be retained by SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Scope of Work and is subject to the terms of this Agreement.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, state guidelines and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information GRANTEE designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women 's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

SUBRECIPIENT is prohibited from using CDBG funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

Attachment: RES 2020-259 Miwuk Subrecipient agreement (RES-2023-258 : Approve an Amendment to the Southern Sierra Miwuk Subrecipient

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal/State agency, and
- Name of the pass-through entity, if any.

SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

7. AUDIT REQUIREMENTS

Within thirty days of the close of SUBRECIPIENT's fiscal year, SUBRECIPIENT shall provide to GRANTEE a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if SUBRECIPIENT expends $750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. SUBRECIPIENT shall submit a copy of the audit to GRANTEE and the Federal Audit Clearinghouse (FAC) within thirty calendar days after receipt of the auditor's report(s). SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

GRANTEE shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

8. USE AND REVERSION OF ASSETS

SUBRECIPIENT shall transfer to GRANTEE any CDGB funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502-504, as applicable.

9. CONFLICT OF INTEREST

SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a

Attachment: RES 2020-259 Miwuk Subrecipient agreement (RES-2023-258 : Approve an Amendment to the Southern Sierra Miwuk Subrecipient

parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG activity, or with respect to the proceeds of the CDBG activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Both SUBRECIPIENT and any subcontractors shall complete a Disclosure of Conflict of Interest From included as Exhibit "D ". Upon written request, GRANTEE may grant an exception to the conflict of interest provisions on a case-by-case basis.

10. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT agrees to administer the services in compliance with all applicable City/County, State, and Federal guidelines including, but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

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Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

The contract provisions for non-federal entity contract under federal awards as set forth in Exhibit "E".

11. CLOSEOUT AND REVERSION OF ASSETS

GRANTEE will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by SUBRECIPIENT .

Unless provided an extension through written notification by GRANTEE, SUBRECIPIENT shall complete the following actions no later than thirty calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to GRANTEE any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to GRANTEE shall not terminate until all closeout requirements are completed. The following obligations of SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to GRANTEE any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;

Attachment: RES 2020-259 Miwuk Subrecipient agreement (RES-2023-258 : Approve an Amendment to the Southern Sierra Miwuk Subrecipient

- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- Insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, SUBRECIPIENT shall reimburse GRANTEE the a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

12. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if SUBRECIPIENT and GRANTEE mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Furthermore, GRANTEE may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement.

If, through any cause, the SUBRECIPIENT fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly use funds provided under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by SUBRECIPIENT under this Agreement shall, at the option of GRANTEE, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

13. MANDATORY DISCLOSURES

SUBRECIPIENT shall provide written notice to the GRANTEE within five days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

Attachment: RES 2020-259 Miwuk Subrecipient agreement (RES-2023-258 : Approve an Amendment to the Southern Sierra Miwuk Subrecipient

14. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by SUBRECIPIENT concerning GRANTEE under this Agreement shall not be made available to any individual or organization by SUBRECIPIENT without first submitting them to GRANTEE.

15. GENERAL CONDITIONS

SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, County, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement , SUBRECIPIENT shall notify GRANTEE in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by GRANTEE within forty-five days of said official notification.

SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

SUBRECIPIENT shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200. The SUBRECIPIENT shall additionally carry sufficient insurance and bond coverage as set forth in Exhibit "C".

SUBRECIPIENT shall subcontract all work or services through written contract or agreement subject to each provision of this Agreement and applicable City, County, State and Federal guidelines and regulations. Prior to execution of any subcontract hereunder, such subcontracts must be submitted by SUBRECIPIENT to GRANTEE for its review and approval, which will specifically include a determination of compliance. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by SUBRECIPIENT or reimbursed by GRANTEE without prior written approval.

16. INDEPENDENT CONTRACTOR

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of GRANTEE for any purpose. GRANTEE shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, GRANTEE shall

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retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and GRANTEE. SUBRECIPIENT shall have no authority to bind GRANTEE absent GRANTEE's express written consent. Except to the extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to GRANTEE's employees. SUBRECIPIENT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SUBRECIPIENT shall be solely responsible, indemnify, defend and save GRANTEE harmless from all matters relating to employment and tax withholding for and payment of SUBRECIPIENT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in GRANTEE employment benefits, entitlements, programs and/or funds offered employees of GRANTEE whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to GRANTEE or to this Agreement.

17. INDEMNIFICATION

To the furthest extent allowed by law including California Civil Code section 2782, SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by GRANTEE, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT's obligations under the preceding sentence shall apply regardless of whether GRANTEE or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of GRANTEE or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should contract or subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each SUBRECIPIENT and/or subcontractor to indemnify, hold harmless and defend

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GRANTEE and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

18. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

GRANTEE
County of Mariposa
C/O Housing Development Specialist
Mariposa County Administration
5100 Bullion St
Mariposa, Ca 95338

SUBRECIPIENT
Southern Sierra Miwuk Nation, American Indian Counc
of Mariposa
C/O Clay River,
Managing Director
4629 State Highway 49S
Mariposa, CA 95338

19. AMENDMENTS

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GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the GRANTEE's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

GRANTEE may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

20. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE.

21. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining

provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

22. ATTORNEY FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

25. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

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26. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following Board of Supervisors approval.

27. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both GRANTEE and SUBRECIPIENT.

28. EXHIBITS

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

29. EXPENSES INCURRED UPON EVENT OF DEFAULT

SUBRECIPIENT shall reimburse GRANTEE for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by GRANTEE as a result of one or more Events of Default by SUBRECIPIENT under this Agreement.

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30. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Mariposa County, California.

31. HEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

32. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

33. NO THIRD PARTY BENEFICIARY

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by SUBRECIPIENT shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against GRANTEE under any circumstances. Except as provided by law, or as otherwise agreed to in writing between GRANTEE and such person, each such person shall be deemed to have waived in writing all right to seek redress from GRANTEE under any circumstances whatsoever. SUBRECIPIENT shall include this paragraph in all contracts/subcontracts.

34. NO WAIVER

Neither failure nor delay on the part of the GRANTEE in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the SUBRECIPIENT therefrom shall be effective unless the same shall be in writing, signed on behalf of the GRANTEE by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the SUBRECIPIENT in any case shall entitle the SUBRECIPIENT to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the GRANTEE's right to take other or further action in any circumstances without notice or demand.

35. NON-RELIANCE

SUBRECIPIENT hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on GRANTEE, it agents, employees or attorneys in entering into this Agreement.

36. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

37. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Mariposa, California, the day and year first above written.

GRANTEE
County of Mariposa

SUBRECIPIENT
Southern Sierra Miwuk Nation, American Indian Cour of Mariposa

GRANTEE:
County of Mariposa
C/O Board Chair
5100 Bullion St.
Mariposa, CA 95338
Phone (209)966-3222

SUBRECIPIENT:
Southern Sierra Miwuk Nation, American Indian Council of Mariposa
C/O William H. Leonard, Tribal Chairman
4629 State Highway 49S
Mariposa, CA 95338
Phone: (209)966-3245

Attachments :
EXHIBIT A: SCOPE OF WORK
EXHIBIT B: PROPOSED BUDGET
EXHIBIT C: INSURANCE REQUIRMENTS
EXHIBIT D: CONFLICT OF INTEREST
EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

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EXHIBIT A
SCOPE OF WORK

Matrix Code:	20A-Overall Benefit low income (Federally non-recognized tribe)
National Objective:	LMC
CDBG Eligibility:	24 CFR 570.483(b)(5) and (c)(3)

Project Description

The County of Mariposa, in cooperation with the American Indian Council – Southern Sierra Miwuk is dedicated to improving the lives of the Miwuk tribal membership. The Miwuk people are estimated to include 812 members, all of whom are low-income persons. The Miwuks would act as a subrecipient of Mariposa County. Preliminary work on the proposed activities has already been conducted by the Miwuks by initiating a general strategic plan which recognizes four focus areas: A) Substance abuse and mental health services; B) Education services and prevention; C) Cultural and spiritual connections; D) Food and Housing Assistance. The County supports the Miwuk vision that acquiring resources, financial support and sound technical assistance leading to an identification of true needs is necessary for securing appropriate resources to address such needs. Accordingly, the County and the Miwuks agree to cooperate on a set of activities that will lead to the creation of a comprehensive action plan. Accordingly, Mariposa County and the Miwuks fully believe that this comprehensive action plan will become a valuable tool that that shall lead to improving the Miwuk Tribe.

Therefore, the specific activities will be: A) Mariposa County staff to complete the CDBG grant application work in coordination with Miwuk representatives in order to address all aspects of a planning grant program. B) Begin and move along a County sponsored procurement process for securing the services of a qualified contractor to act as the lead facilitator and coordinate the planning activities leading to the production of a comprehensive action plan. C) Formation of a Planning Task Force composed of key County staff and key Miwuk representatives, including the Miwuk Tribal Chairperson and Managing Director. D) From a procurement process, hire a qualified contractor to work with the Task Force beginning with adopting a planning activity schedule to include a data gathering activity based on selected outreach strategies. Within this overall planning objective, there would be various sub-activities consisting of a series of discussion groups (talking circles) focused on: 1) youth issues, elder issues; 2) a review of housing options including an assessment of housing conditions for the purpose of considering a housing rehabilitation program, identification of feasible building sites and potential new housing projects; 3) a review of current substance abuse and mental health needs, current access to support services and an assessment of ways to improve access to such services; 4) analyzing environmental concerns related to water quality, access to sewer systems and food availability; 5) From these previously listed activities, the hired contractor would synthesize the

collected input from talking circles, gather survey data and other collection methods. 6) The hired contractor would compile all the planning study information and prepare preliminary findings for review and comment from the Task Force. Thereafter, the preliminary findings would be presented to the Tribal Council and County officials. From this overall input, the hired contractor would draft a final comprehensive action plan for final review and comment to occur within 12 months from the date of execution of a standard CDBG agreement. 7) Most important in the overall planning activities is to firmly include the enhancement of Miwuk tribal spiritual values and preservation of cultural traditions.

The final outcome of the planning program will be to have a specific assessment of Miwuk tribal needs, a clear articulation of needed service programs and specific project initiatives to be actively pursued by the Miwuks in cooperation with Mariposa County. The comprehensive action plan will become a road map on the pathway to healing, empowerment and sustainability of the Miwuk tribal membership.

Records to Be Maintained
The subrecipient shall maintain records including, but not limited to:

Basic Activity Information
The SUBRECIPIENT shall maintain a project file that contains a full description of each activity assisted with CDBG funds, including its location, the amount of CDBG budgeted, obligated and expended for the activity, and the eligibility and national objective under which it is eligible.

Data on the extent to which each racial and ethnic group and have participated in or benefited from, any program or activity funded in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

Financial Management Records
The SUBRECIPIENT shall maintain financial records in accordance with the applicable requirements listed in Sec. 570.502, including source documentation.

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The project file must document how the CDBG funds are expended. Such documentation must include, to the extent applicable:

- Invoices with supporting documentation
- Evidence that adequate procurement practices were in place and followed
- Schedules containing comparisons of budgeted amounts and actual expenditures,
- Construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), if applicable
- Other documentation appropriate to the nature of the activity

National Objective Compliance - Low Mod Limited Clientele Benefit Activities (LMC) -
Owner
The SUBRECIPIENT shall maintain the following records:

- Documentation showing that the activity is designed to be used exclusively by a segment

  of the population presumed by HUD to be L/M income persons.

SUBRECIPIENT shall ensure the CDBG grant funds provided by GRANTEE are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME: Southern Sierra Miwuk, American Indian Council of Mariposa
- Subrecipient ID (DUNS): 942067794
- State Award Identification Number: TBD
- State Award Date: TBD
- Period of Performance: upon award continuing no more than 18 months
- Funds Obligated by this Agreement: CDBG
- Total Funds Obligated to SUBRECIPIENT: $182,000
- Total Amount of the Award: $250,000
- Award project description: See Exhibit A - Scope of Work
- Name of awarding agency: CA Dept. of Housing and Community Development
- Name of pass-through entity: County of Mariposa, California
- Award Official Contact Information: See Section 18 - Notices
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: 10%

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EXHIBIT B
PROPOSED BUDGET

#	Line Item	Approved Budget
1	Tribal Staff	$30,000
2	County Staff	$38,000
3	County 12% Overhead	$30,000
4	Consultant Contracted Services	$65,000
5	Out Reach Coordinator	$20,000
6	Technical Services	$30,000
7	Printing/Copying	$5,000
8	Meetings and Mailings	$4,500
9	Meals and Refreshments	$3,500
10	Software Computer Equipment	$15,000
11	Title Search, property Data, Research	$2,500
12	Contingency-5%	$6,250
	Total	**$249,750**

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EXHIBIT C

INSURANCE REQUIREMENTS
Agreement between County of Mariposa &
Southern Sierra Miwuk
American Indian Council of Mariposa
("SUBRECIPIENT")

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury, " "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the COUNTY, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) that includes Cyber Liability (Privacy and Data breach) insurance appropriate to SUBRECIPIENT profession.

MINIMUM LIMITS OF INSURANCE

SUBRECIPIENT, or any party the SUBRECIPIENT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to COUNTY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**

   (i) $1,000,000 per occurrence for bodily injury and property damage;
   (ii) $1,000,000 per occurrence for personal and advertising injury;
   (iii) $2,000,000 aggregate for products and completed operations; and,
   (iv) $2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

   $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.

4. **EMPLOYER'S LIABILITY:**

   (i) $1,000,000 each accident for bodily injury;
   (ii) $1,000,000 disease each employee; and,
   (iii) $1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions) & (Privacy & Data breach coverage):

   (i) $1,000,000 per claim/occurrence; and,
   (ii) $2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event SUBRECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SUBRECIPIENT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SUBRECIPIENT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the COUNTY's Risk Manager or designee. At the option of the COUNTY's Risk Manager or designee, either:

(i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects COUNTY, its officers, officials, employees, agents, and volunteers; or
(ii) SUBRECIPIENT shall provide a financial guarantee, satisfactory to COUNTY's Risk Manager or designee, guaranteeing payment of losses and related investigations,

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claim administration and defense expenses. At no time shall COUNTY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The *General Liability and Automobile Liability insurance policies* are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. SUBRECIPIENT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance with respect to the COUNTY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents, and volunteers shall be excess of SUBRECIPIENT's insurance and shall not contribute with it. SUBRECIPIENT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 010413.

The *Workers' Compensation insurance policy* is to contain, or be endorsed to contain, the following provision: SUBRECIPIENT and its insurer shall waive any right of subrogation against COUNTY, its officers, officials, employees, agents, and volunteers.

If the *Professional Liability (Errors and Omissions) with Cyber Liability insurance policy* is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SUBRECIPIENT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs

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first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SUBRECIPIENT, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to COUNTY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to COUNTY. SUBRECIPIENT is also responsible for providing written notice to the COUNTY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SUBRECIPIENT shall furnish COUNTY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for COUNTY, SUBRECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers , agents, employees, persons under the supervision of SUBRECIPIENT, vendors, suppliers, invitees, consultant, sub-consultant, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If SUBRECIPIENT subcontracts any or all of the services to be performed under this Agreement , SUBRECIPIENT shall require, at the discretion of the COUNTY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the COUNTY to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance

documents for the subcontractor must be reviewed and preapproved by COUNTY Risk Manager or designee. If no Side Agreement is required, SUBRECIPIENT will be solely responsible for ensuring that it's subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

SUBRECIPIENT shall furnish COUNTY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the COUNTY'S Risk Manager or his/her designee prior to COUNTY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of COUNTY, SUBRECIPIENT shall immediately furnish COUNTY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

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EXHIBIT D
CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the County of Mariposa or any of its agents?	☐	x
2	Do you represent any firm, organization or person who is in litigation with the County of Mariposa?	☐	x
3	Do you currently represent or perform work for any clients who do business with the County of Mariposa?	☐	x
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the County of Mariposa, or in a business which is in litigation with the County of Mariposa?	☐	x
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any County of Mariposa employee who has any significant role in the subject matter of this service?	☐	x
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	x
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____

_____

_____

Date 5/21/20

William H. Leonard
Print Signature Name

William H. Leonard
Tribal Chaiman
Southern Sierra Miwuk Nation
American Indian Council of Mariposa

Additional page(s) attached.

Attachment: RES 2020-259 Miwuk Subrecipient agreement (RES-2023-258 : Approve an Amendment to the Southern Sierra Miwuk Subrecipient

EXHIBIT E
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from

Attachment: RES 2020-259 Miwuk Subrecipient agreement (RES-2023-258 : Approve an Amendment to the Southern Sierra Miwuk Subrecipient

inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, " and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that

implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

Attachment: RES 2020-259 Miwuk Subrecipient agreement (RES-2023-258 : Approve an Amendment to the Southern Sierra Miwuk Subrecipient

MARIPOSA COUNTY

Administration/Community Development · 966-3222

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Proclamation of the Month of May as Small Business Month

RECOMMENDATION AND JUSTIFICATION:
Proclaim the Month of May 2023 as Small Business Month.

The Small Business Administration (SBA) created National Small Business Week, the first week of May, more than 50 years ago. The week was created to recognize how vital small businesses are to our local economies and our country. Many communities, as well as the SBA, are dedicating the entire month of May to recognizing our small businesses.

Two of every three jobs are created by a small business. Small businesses support our youth sports teams and give back to our local communities.

While our small businesses are still recovering from the extreme negative impact of the novel coronavirus pandemic, as well as the numerous natural disasters (Oak Fire and winter storms) that affected Mariposa County, it is more important than ever to support our small businesses. Many of our local small businesses are still struggling after these disasters and it is important to show how appreciative we are that they are still open, serving the local population and millions of visitors.

Mariposa County residents are encouraged to "Shop Small" this month and throughout the year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
May 10, 2021 - The Board declared the month of May 2021 as Small Business Month.

May 10, 2022 - The Board declared the month of May 2022 as Small Business Month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the proclamation. Staff will continue to promote the event through other means.

ATTACHMENTS:
Small Business Month Proc (DOCX)

Agenda Item - No Resolution Requested 2023-62

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

The Mariposa County Board of Supervisors

proclaims the

Month of May 2023

as

"Small Business Month"

WHEREAS Small Business Month was created by the Small Business Association (SBA) more than 50 years ago; and

WHEREAS, because this country's 28 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and

WHEREAS, during the on-going COVID-19 pandemic, small businesses have been adversely affected and financially threatened; and

WHEREAS Mariposa County's economic history and progress has been driven by pioneers who think big, take risks and work hard; and

WHEREAS, small businesses support economies, employ local residents, encourage youth entrepreneurship, engage in philanthropic and civic campaigns, and contribute to the vibrancy of Mariposa County; and

WHEREAS residents of Mariposa are asked to support our local businesses and recognize their contributions and the key role they play in keeping our economy strong.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the month of May 2023 as **"Small Business Month"** and urges all residents to support our local small businesses this month and all year long.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 16th day of May 2023, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

SHANNON POE, District II Supervisor

MILES MENETREY, District V Supervisor

DANETTE TOSO, District III Supervisor

Attachment: Small Business Month Proc (2023-62 : Proclamation of the Month of May as Small Business Month)

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2023-259

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Rescind and Replace the Confidential Employee Resolution

RECOMMENDATION AND JUSTIFICATION:
Rescind Resolution 22-528; and adopt a new Confidential Employee Resolution with an updated list of confidential classifications, effective November 8, 2022.

On November 8th, 2022, the Board of Supervisors approved the Administrative Technician - Confidential allocation transfer from Human Resources division of County Administration to the County's Auditor's Office in Resolution 2022-626.

Then on March 7th, 2023, the Board of Supervisors approved one (1) additional Accountant I/II - Confidential allocation in the County's Auditor's Office in Resolution 2023-112.

And on April 18th, 2023, the Board of Supervisors reclassified and approved one (1) additional Payroll Specialist I/II - Confidential allocation in the County's Auditor's Office in Resolution 2023-207.

These positions continue to meet the definition of a confidential employee in the Confidential Employee Resolution and should therefore be included in the Resolution. Confidential employees are not represented by a labor bargaining unit because of their potential access or exposure to sensitive issues and strategies related to labor negotiations. Pursuant to Resolution 16-579, confidential employees are entitled to an additional three percent (3%) special pay because they are not represented.

This action is consistent with the way the confidential designation has been applied in the County and would allow the incumbents to be appropriately compensated. Staff recommends approval of the new Confidential Employee Resolution updating the list of confidential classifications.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approves changes to the Confidential Resolution from time-to-time. The previous Resolution was approved by the Board on September 20, 2022 by Resolution 2022-528.

On November 1, 2016, the Board approved a three percent (3%) special pay for confidential employees by Resolution 16-579.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not amend the current Confidential Employee Resolution, and the Administrative Technician, Accountant I/II, and Payroll Specialist I/II positions in the Auditor's Office would be assigned to a bargaining unit for representation, which is inappropriate while also having access to sensitive information and strategies related to labor negotiations.

FINANCIAL IMPACT:
Funding for this action has already been included in the budget.

ATTACHMENTS:
Resolution Pending Confidential Employee Policy 04-2023 (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY RESOLUTION NO. _____

RESCIND RESOLUTION NO. 22-528 RELATIVE TO DESIGNATING CERTAIN CLASSIFICATIONS AS CONFIDENTAL AND APPROVE AN AMENDMENT TO THE LIST OF CONFIDENTIAL CLASSIFICATIONS

WHEREAS, California Government Code Section 3507.5, empowers a public agency to designate Management and Confidential Employees pursuant to rules and regulations adopted therefore; and

WHEREAS, Mariposa County Resolution No. 22-528 established rules and regulations providing for the designation of Management and Confidential Employees; and

WHEREAS, Resolution No. 22-528 further identified certain classifications as Confidential; and

WHEREAS, the Board of Supervisors desires to rescind Resolution No. 22-528 because the classifications designated as Confidential need amending; and

WHEREAS, the Board of Supervisors desires to amend the list of Confidential classifications as follows:

1. Update the Administrative Technician classification from Human Resources to the Auditor's Office
2. Reclassify and add one (1) additional Accountant I/II allocation for a total of 3 positions in the Auditor's Office
3. Reclassify and add one (1) additional Payroll Specialist I/II for a total of 2 positions in the Auditor's Office

NOW THEREFORE BE IT RESOLVED by the Mariposa County Board of Supervisors a political subdivision of the State of California, as follows:

1. Management positions shall be defined by the Memorandum of Understanding currently in effect with Mariposa County and the Mariposa County Managerial and Confidential Organization.

2. "Confidential Employee" means any employee who, in the regular course of his/her duties, is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. Confidential employees shall be designated by the County in accordance with the County's labor relations policies and procedures and such designations will be considered by the County and the Union to be outside the statutory scope of bargaining.

   The following positions are tied to the Mariposa County Managerial and Confidential Organization for benefits and salaries, and are not dues-paying members of the unit. Benefits do not include Administrative Leave, and these employees are subject to overtime compensation under the Fair Labor Standards Act, with the exception of the Administrative Analyst I/II and the Senior Administrative Analyst, which are overtime exempt as an administrative employee, and the Assistant Auditor and the Assistant County Counsel, which are overtime exempt as a professional employee pursuant to the Fair Labor Standards Act, and shall receive Administrative Leave.

Attachment: Resolution Pending Confidential Employee Policy 04-2023 (RES-2023-259 : Rescind and Replace the Confidential Employee

Resolution No. _____

a. Accountant I/II (Auditor's office – 3 positions)
b. Administrative Analyst I/II (Human Resources)
c. Administrative Technician (Auditor's office)
d. Assistant Auditor
e. Assistant County Counsel
f. Deputy Clerk of the Board I/II (2 positions)
g. Executive Assistant (County Administration)
h. Legal Executive Assistant (County Counsel's office)
i. Legal Secretary I/II (County Counsel's office)
j. Payroll Specialist I/II (Auditor's office – 2 positions)
k. Senior Administrative Analyst (Human Resources)

PASSED AND ADOPTED this ___day of _____2022, by the Board of Supervisors of Mariposa County by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Resolution Pending Confidential Employee Policy 04-2023 (RES-2023-259 : Rescind and Replace the Confidential Employee

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclamation - "Trails Day"

RECOMMENDATION AND JUSTIFICATION:

Proclaim June 3, 2023 as "Trails Day" (Chair Menetrey)

There are more than 200,000 miles of trails in America, and it takes the combined efforts of enthusiasts everywhere to keep them active and clear for people to enjoy.

The history of Trails Day stretches back more than fifty years. Historically, there were no government-mandated trails. Starting in October 1968, however, President Lyndon B. Johnson signed the Trails Act into law, which established a network of trails that people could use for tourism and recreation.

In 1993, the Hiking Society launched the first Trails Day.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved this proclamation in 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize the positive effects provided by Trails Day.

ATTACHMENTS:
Trails Day Proclamation (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

The Mariposa County Board of Supervisors
proclaims

June 3, 2023
as
"Trails Day"

WHEREAS Mariposa County possesses trails of remarkable and outstanding diversity; and

WHEREAS these trails typically occur on publicly managed lands; and

WHEREAS the County and community of Mariposa are committed to the planning of extending the recreational benefits of the Mariposa Creek Project and the Stockton Creek Reservoir Trails; and

WHEREAS the community also enjoys the many benefits derived from the outstandingly remarkable values of two federally designated National Wild and Scenic Rivers; and

WHEREAS these trails and features serve to meet the growing need for a wide variety of recreation; and

WHEREAS Trails Day is an opportunity to increase public awareness of local trail opportunities; and

WHEREAS the citizens of Mariposa County are encouraged to participate in **Trails Day** activities to strengthen their understanding, appreciation, and commitment to the outstanding and remarkable values of local trails.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims June 3, 2023 as **Trails Day**.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 16th day of May 2023, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Wayne Forsythe, District IV Supervisor

Shannon Poe, District II Supervisor

Miles Menetrey, District V Supervisor

Danette Toso, District III Supervisor

Attachment: Trails Day Proclamation (2023-63 : Proclamation - "Trails Day")

MARIPOSA COUNTY

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

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in April of 2023.

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

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

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

ATTACHMENTS:
CAO approved agreements 5-16-23 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for May 16th, 2023

Contractor	Amount	Term	Service	Department
DLB Associates	$6,800	3-14-23 to 3-13-24	For IBM Support	Admin
E and E Transportation LLC	$3,500	8-1-22 to 6-30-23	Transporting Oak Fire Trailers	HHSA
Kings View Professional Services	$51,000	7-1-23 to 6-30-24	Cerner (EHR)	HHSA
Miwumati Healing Center	$50,000	8-1-22 to 4-30-23	Oak Fire Case Management	HHSA
Alliance for Community Transformation	$34,237	7-1-23 to 6-30-24	Supportive Care for Foster Parents	HHSA
Another Way, LLC	$20,000	7-1-23 to 6-30-24	Inpatient Recovery Residence	HHSA
Palmer Tractor	$35,000	3-1-23 to 6-3-23	Tractor Work	HHSA
Mariposa Lodge - Foothill Hospitality Group LLC	$9,600	4-21-23 to 4-25-23	Hotel Rooms for Oak Fire	HHSA
MRG, LLC	$10,000	3-31-23 to 3-30-23	Dispute Resolution Services	HR
Allied Weed Control	$49,200	5-1-23 to 4-30-24	Weed Abatement on County Roads	PW
Dave Bang Associates, Inc.	$59,990	3-15-23 to 12-31-23	Mariposa Park Playground Structure	PW
AP Trition	$50,000	4-20-23 to 4-19-24	Organizational and Staffing Analysis	SO
Central Valley Toxicology	$50,000	7-1-23 to 6-30-24	Drug, Alcohol and Toxicology Screening	SO
Ambrosini Helicopters, Inc.	$50,000	7-1-23 to 6-30-24	Helicopter Operations	SO
A & R Mortuary	$50,000	7-1-23 to 6-30-24	Mortuary Services	SO

APA= Assistant Purchasing Agent (Department Head)

Attachment: CAO approved agreements 5-16-23 (2023-64 : CAO (Purchasing Agent) Signed Agreements)

MARIPOSA COUNTY

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

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in April of 2023.

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

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

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

ATTACHMENTS:
Department Head Approved Agreements 5-16-23 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

Department Head Approved Agrement

Board Agenda Item for May 16th 2023

Contractor	Amount	Term	Service	Department
Mariposa Termite Control	$6,500	10/6/22 to 4/30/23	Pest Control Services	Fire
Castledearing	$2,500	7/1/23 to 6/30/24	CPR Training	HHSA
Central Cal Communications	$1,500	2/1/23 to 6/30/23	Installation and Equipment	HHSA
Mariposa County Arts Council	$19,000	7/1/23 to 6/30/24	Creative Programming	HHSA
Marty the Concrete Guy	$14,300	11/01/22 to 6/30/23	Concrete Work	HHSA
Mountain Landscaper	$6,300	3/1/23 to 6/30/23	Landscaping	HHSA
Pearson Excavation, Inc.	$15,000	4-1-23 to 6-30-23	Excavating Service	HHSA
Pearson Excavation, Inc.	$7,700	3-1-23 to 6-30-23	Inclement Weather Emergency	HHSA
R. Hambleton Electric	$10,000	4-1-23 to 6-30-23	Electrical Services	HHSA
Terminix	$6,000	1/1/2023 to 6/30/23	Pesticide (RID 5364)	HHSA
Central Coast Aerial Mapping	$3,200	4-1-23 to 6-30-23	2023 Aeiral Mapping of the Landfill	PW
E&J Elite Plumbing	$780	3/15/23 to 3/31/23	Plumbing Repair at Roadside Rest Stop	PW
Mountain Aire Seamless Gutter	$2,500	4/05/23 to 6/30/23	Rain Gutter Installation at Red Cloud Library	PW
UnWired Broadband Services	$1,827	3/27/23 to 3/26/24	Internet Service at Hornitos Road Yard	PW
WSP USA Inc	$0 Name Change	7/13/22 to 6/30/23	Water Quality and Landfill Gas Monitoring	PW
Pacific Storage Company	$8,000	4/1/23 to 3/31/24	Shredding Services	SO
Summit Electric	$20,000	7/1/23 to 6/30/24	Electrical Services	SO
APA= Assistant Purchasing Agent (Department Head)				

Attachment: Department Head Approved Agreements 5-16-23 (2023-65 : Department Head Signed

MARIPOSA COUNTY

District Attorney/Victim Witness · (209) 966-3626

RESOLUTION - ACTION REQUESTED 2023-261

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve Lease Agreement for Victim Witness-5080 Jones Street

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RECOMMENDATION AND JUSTIFICATION:

Approve a Lease Agreement for Office Space for the District Attorney's Victim Witness Program, Space to Conduct Child Abuse Forensic Interviews and Victim Witness Court Waiting Area; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Lease Agreement would be in effect from July 1, 2023, through June 30, 2025. The total rent cost per month will be $600.00 and will be paid through the Victim Witness Grant Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Since June of 2000, the Board has approved the yearly Lease Agreement for office space for the District Attorney's Victim Witness Program and the Child Abuse Forensic Interview Room.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board chooses not to approve the Lease Agreement it would cause the loss of office space for the Victim Witness Program of the District Attorney's Office and the space used to conduct Child Abuse Forensic Interviews and Victim Witness Court Waiting Area.

FINANCIAL IMPACT:
Funds are available within the District Attorney's Victim Witness Program Grants, which are funded with State and Federal Grant Funds. No General Fund dollars will be used.

ATTACHMENTS:
Scan of 2023-2025 5080 Jones St. Lease (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

Attachment: Scan of 2023-2025 5080 Jones St. Lease (RES-2023-261 : Approve Lease Agreement for Victim Witness-5080 Jones Street)

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of , by and between **MARC AND TRACY LINGENFELTER,** hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as 5080 Jones Street, Mariposa, California; and

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 5080 Jones Street, Mariposa, California.

2. **CONSIDERATION**: For and in consideration of Six Hundred Dollars ($600) per month. **LESSOR** agrees to lease the real property described above commencing on the 1st day of July 2023 and terminating on 30th of June 2025. This Lease is renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE**.

3. **USE:** The **PREMISES** which are the subject of this Lease shall be used as a business office and forensic interview center. **LESSEE** hereby warrants that it is a

District Attorney's Victim Witness Assistance Program.

4. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

5. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that premises have not undergone inspection by a Certified Access Specialist (CASp).

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

6. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of the **LESSOR**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit the **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

7. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the

Attachment: Scan of 2023-2025 5080 Jones St. Lease (RES-2023-261 : Approve Lease Agreement for Victim Witness-5080 Jones Street)

PREMISES. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

8. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify the **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the leased **PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease and **LESSEE** may at its option terminate this Lease.

9. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

10. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the Leased **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

11. **INDEMNITY:** **LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the leased **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents

Attachment: Scan of 2023-2025 5080 Jones St. Lease (RES-2023-261 : Approve Lease Agreement for Victim Witness-5080 Jones Street)

and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**. **LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

12. **INSURANCE:** **LESSEE** will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

13. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

14. **INSPECTION:** **LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

15. **TERMINATION PRIOR TO EXPIRATION:**

A. The **LESSOR** shall have the right to terminate this Lease, on the occurrence of any of the following events:

(i) The failure of the **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this

Attachment: Scan of 2023-2025 5080 Jones St. Lease (RES-2023-261 : Approve Lease Agreement for Victim Witness-5080 Jones Street)

Lease.

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

B. **LESSEE** shall have the right to terminate this Lease upon sixty (60) days written notice.

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

16. **BREACH:** In the event of breach of this Lease by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

17. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to 4916 Ashworth Road, Mariposa, California, 95338.

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any

Attachment: Scan of 2023-2025 5080 Jones St. Lease (RES-2023-261 : Approve Lease Agreement for Victim Witness-5080 Jones Street)

succeeding breach of either the same or other condition or covenant.

20. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSOR:

Marc Lingenfelter

Tracy Lingenfelter

LESSEE:

Miles Menetrey, Chairman
Mariposa County Board of Supervisors

ATTEST:

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Scan of 2023-2025 5080 Jones St. Lease (RES-2023-261 : Approve Lease Agreement for Victim Witness-5080 Jones Street)

MARIPOSA COUNTY

District Attorney/Victim Witness · (209) 966-3626

RESOLUTION - ACTION REQUESTED 2023-262

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Adopt a Resolution for Victim Witness Assistance Program (VW) Grant

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Authorizing the District Attorney to Sign Any Amendments and Extensions to the 2023-2024 Victim Witness Assistance (VW) Grant (Subject to Approval as to Legal Form by County Counsel.)

The California Office of Emergency Services Victim Witness Assistance Program runs on a federal fiscal year of October 1st, 2023 through September 30th, 2024. This grant is our main funding source and supports the majority of all personnel and expenditures of the Victim Witness Services Program as a whole.

All Victim Witness Assistance Program subrecipients are required to obtain written authorization from the governing board that the official executing the agreement is, in fact, authorized to do so (SRH 1350). That authorization must also allow the executing official to authorize any grant applications, amendments, extensions, etc. For example, if the California Office of Emergency Services has notified grant recipients of increases in funding which would require an amendment to reflect how the funds would be expended. Any amendments that would potentially impact the County General Fund would be brought before the Board for approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved other grants submitted by the District Attorney's Office including the Victim Witness Program for the past 31 years. Additionally, the Board has historically approved the District Attorney to have the Authority to enter into agreements, amendments and any extensions for the Victim Witness Services Assistance Grant Application in Resolution No. 2022-358 and is slated to review the 2023-2024 Grant Application MinuteTraq item #14091.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses to not approve official delegation signature authorization to the District Attorney it will have a negative impact on the Victim Witness Program's ability to comply with CalOES requirements and the possibility of funding for this program would be in jeopardy.

REF ID# 14090

FINANCIAL IMPACT:
This resolution has no finacial impact to the county general fund.

ATTACHMENTS:
MT #14090- Resolution (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY RESOLUTION NO. _____

Adopt a Resolution Authorizing the District Attorney to Sign Any Amendments and Extensions to the 2023-2024 Victim Witness Assistance (VW) Grant (Subject to Approval as to Legal Form by County Counsel).

WHEREAS, The California Office of Emergency Services has released a request for application for the Victim/Witness Assistance (VW) Program; and

WHEREAS, The Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program and the California State Penalty Fund support eligible victim assistance programs; and

WHEREAS, The Mariposa County District Attorney's Office submitted an application to the California Office of Emergency Services for the Victim/Witness Assistance (VW) Program; and

WHEREAS, The Mariposa County District Attorney's Office Victim/ Witness Assistance Program staff will be dedicated to serving victims and their families; and

NOW THEREFORE BE IT FURTHER RESOLVED THAT, that the Mariposa County Board of Supervisors authorizes submittal of grant applications to the California Office of Emergency Services Victim/Witness Assistance (VW) Program in the amount of $268,016 to run October 1, 2023 through September 30, 2024; and

NOW THEREFORE BE IT FURTHER RESOLVED THAT, that the District Attorney is hereby authorized to execute in the name of the County of Mariposa all necessary applications, contracts, agreements, payment requests, amendments and extension for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant applications.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a Political Subdivision of the State of California, at a regular meeting on May 16, 2023, by the following VOTE:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

_____
Rosemarie Smallcombe, Chairwoman

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: MT #14090- Resolution (RES-2023-262 : Adopt a Resolution for Victim Witness Assistance Program (VW) Grant)

MARIPOSA COUNTY

District Attorney/Victim Witness · (209) 966-3626

RESOLUTION - ACTION REQUESTED 2023-263

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve Victim Witness Assistance Program 2023-2024 Grant Application

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RECOMMENDATION AND JUSTIFICATION:
Approve the Victim Witness Assistance Program (VW) Grant Application Administered through the State of California Office of Emergency Services (Cal OES) in the Amount of $268,016 for Fiscal Year 23/24; and Authorize the Board of Supervisors Chair and District Attorney to Sign the Grant Application

The Victim Witness Assistance Program grant commences October 1, 2022, and runs through September 30, 2023, and provides the District Attorney's Office with funding for services to victims and witnesses of crime.

The Victim Witness Assistance Program is a year to year Grant, in which recipients are required to reapply each year. With the approval of the current application and upon approval by Cal OES this will be the District Attorney's 30th year of funding through the Victim Witness Assistance Program.

This program funds 80% of the Victim Witness Coordinator position, an 100% Mass Victimization Advocate, and a 50% Victim Witness Advocate. The District Attorney's Victim Witness Program is funded by State and Federal funds with no historic assistance from the General Fund. This coming fiscal year, the Victim Witness Program will be asking for financial assistance to support the program as the program loses the County Victim Services Grant (MXC) in December.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved other grants submitted by the District Attorney's Office including the Victim Witness Program for the past 31 years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses to not approve the application it will have a negative impact on the Victim Witness Program's ability to provide assistance to victims and witnesses of crime within Mariposa County.

FINANCIAL IMPACT:
The Victim Witness Assistance Program is funded with State and Federal Grant Funds. For this grant no additional General Funds will be used. This grant has been incorporated in the requested budget for fiscal year 2023-2024

REF ID# 14091

ATTACHMENTS:
Scan of signed RFA VW23-24 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Request For Application Cover Sheet

VICTIM WITNESS ASSISTANCE (VW) PROGRAM

Submitted by:
Mariposa County District Attorney's Office
5085 Bullion Street
Post Office Box 730
Mariposa, California 95338
Office: (209)742-7441
Fax: (209)966-5681

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

(Cal OES Use Only)

Cal OES #		FIPS #		VS#		Subaward #	

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** Mariposa County — **1a. UEI#:** PNG4LUYEKK53

2. **Implementing Agency:** Mariposa County District Attorney's Office — **2a. UEI#:** PNG4LUYEKK53

3. **Implementing Agency Address:** Post Office Box 730 (Street) | Mariposa (City) | 95338-0730 (Zip+4)

4. **Location of Project:** Mariposa (City) | Mariposa (County) | 95338-0730 (Zip+4)

5. **Disaster/Program Title:** VW - Victim/Witness Assistance Program — **6. Performance/ Budget Period:** 10/1/2023 (Start Date) to 9/30/2024 (End Date)

7. **Indirect Cost Rate:** N/A — **Federally Approved ICR** (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2022	VOCA	$125,360						$125,36
9.	2023	VOCA	$125,362						$125,36
10.	2023	VWA0	$17,294						$17,29
11.	Select	Select							
12.	Select	Select							
Total	**Project**	**Cost**	$268,016		$268,016				$268,01

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the informatio is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:**

Name: Walter W. Wall — Title: Mariposa County District Attorney

Payment Mailing Address: P.O. Box 730 — City: Mariposa — Zip Code+4: 95338-0730

Signature: W. W. Wall — Date: _____

16. **Federal Employer ID Number:** 946000880

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer) (Date) — (Cal OES Director or Designee) (Date)

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Contact Information

Grant Subaward #: VW23 31 0220

Subrecipient: County of Mariposa/ Mariposa County District Attorney's Office

1. **Grant Subaward Director:**
   Name: Walter W. Wall Title: Mariposa County District Attorney
   Telephone #: (209)966-3626 Email Address: wwall@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5085 Bullion Street- Post Office Box 730, Mariposa, CA 95338-0730

2. **Financial Officer:**
   Name: Luis Mercado Title: Mariposa County Auditor
   Telephone #: (209)966-7606 Email Address: lmercado@mariposacounty.org
   Address/City/ Zip Code (9-digit): 4982 10th Street- Post Office Box 729, Mariposa, CA 95338-0729

3. **Programmatic Point of Contact:**
   Name: Jessica Mimnaugh Title: Victim Witness Supervisor
   Telephone #: (209)742-7441 Email Address: jmimnaugh@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5085 Bullion Street- Post Office Box 730, Mariposa, CA 95338-0730

4. **Financial Point of Contact:**
   Name: Jessica Mimnaugh Title: Victim Witness Supervisor
   Telephone #: (209)742-7441 Email Address: jmimnaugh@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5085 Bullion Street- Post Office Box 730, Mariposa, CA, 95338-0730

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:
   Name: Dallin Kimble Title: Mariposa County Administrative Officer
   Telephone #: (209)966-3222 Email Address: dkimble@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5100 Bullion Street- Post Office Box 784, Mariposa, CA 95338-0784

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:
   Name: Walter W. Wall Title: Mariposa County District Attorney
   Telephone #: (209)966-3626 Email Address: wwall@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5085 Bullion Street, Post Office Box 730, Mariposa, CA 95338-0730

7. **Chair** of the **Governing Body** of the Subrecipient:
   Name: Miles Menetrey Title: Chair, Mariposa County Board of Supervisors
   Telephone #: (209)966-3222 Email Address: mmenetrey@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5100 Bullion Street- Post Office Box 784, Mariposa, CA 95338-0784

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Signature Authorization

Grant Subaward #: VW23 31 0220

Subrecipient: Mariposa County

Implementing Agency: Mariposa County District Attorney's Office

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Walter W. Wall

Signature:

Date:

Financial Officer:

Printed Name: Luis Mercado

Signature:

Date:

The following persons are authorized to sign for the **Grant Subaward Director:**

Signature:

Printed Name: Jessica Mimnaugh

Signature:

Printed Name:

Signature:

Printed Name:

Signature:

Printed Name:

Signature:

Printed Name:

The following persons are authorized to sign for the **Financial Officer:**

Signature:

Printed Name: Rebecca Ramirez

Signature:

Printed Name:

Signature:

Printed Name:

Signature:

Printed Name:

Signature:

Printed Name:

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Certification of Assurance of Compliance

Subrecipient: County of Mariposa

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	Victim Witness Assistance Program (VW)	W23 31 0220	10/01/2023-09/30/2024
2			
3			
4			
5			
6			

I, Walter W. Wall (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030
The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035
The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements ofCEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105
The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: _____
Official Designee's Typed Name: Walter W. Wall
Official Designee's Title: Mariposa County District Attorney
Date Executed: _____

AUTHORIZED BY:

I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.

- ☐ City Financial Officer
- ☐ City Manager
- ☑ Governing Board Chair
- ☐ County Financial Officer
- ☐ County Manager

Signature: _____
Typed Name: Miles Menetrey
Title: Board of Supervisors, Chair
Date Executed: _____

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: VW23 31 0220			
A. Personnel Costs - Line-item description and calculation	22VOCA	23VWAO	23VOCA	Column		Total Amount Allocated
.80 FTE Victim Witness Supervisor $72,646 annual compensation at 80% - $58,116.80 ($4,843.06/pp x 12 pp = **$58,116.72**) **MVA @ 20%: $11,623.40**	$29,058		$29,059			$58,117
1 FTE Victim Witness Advocate-MVA $49,898 annual compensation ($4,158.16/pp x 12 pp = **$49,897.92**)	$24,949		$24,949			$49,898
.50 FTE Victim Witness Advocate $47,523.84 annual compensation at 50% - $23,761.92($1,980.16/pp x 12 pp = **$23,761.92**)	$11,881		$11,881			$23,762
SEIU & MCMCO Program Personnel Benefits $131,777 x 48% = $63,252.80 (Only claiming **$62,880**)	$31,440		$31,440			$62,880
***MVA Position Benefits $22,707** + $27,631 (MVA 20%- **$5,526**) (1 FTE MVA Advocate + .80 FTE VW Supervisor @ 20% MVA)						
MVA Personnel Totals Page One- $89,754						
MVA TOTALS: $89,754						
Personnel Costs Fund Source Totals	$97,328		$97,329			$194,65
PERSONNEL COSTS CATEGORY TOTAL						$194,65

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: VW23 31 022C		
B. Operating Costs - Line-item description and calculation	22VOCA	23VWAO	23VOCA	[illegible]	Total Amount Allocatec
Communications Phones, Fax, Internet, alarm $297/month x 12 months = **$3,564**	$1,782		$1,782		$3,5
Office Supplies Paper, Pens, postage, enevelopes, business cards, ink,thumbdrives, toner- $1,216.09 month x 12 months = **$14,593.08** (MVA @ 33%- $4,815.69 only claiming $4,756)	$8,000	$4,993	$1,600		$14,5
Courthouse Facility Dog: Food expenses $300/month x 12 Months **($3,600)** ; Veternarian costs average $250/Quarter x (4) quarters **($1,000)**;Grooming costs $70/month x 12 months (**$840**), Training treats, doggie bags and essential needs $75 /month x 12 months **($900)** (dog bowls, water dispensers, leashes, beds, etc.)	$3,170	$1,895	$1,275		$6,3
Technology Zoom Yearly Subsccription: $149.90/year- **$150** Canva- Digital Art and Media creation software (For events, flyers, presentations, etc.) **$500/year** Tablets for in-field use (CalVCB Applications, explanation of criminal justice system, referral service information, etc.) four (4) tablets at $1300/each - **$5,200** Network service for Laptops $200/month x 12 months- **$2400**	$4,125		$4,125		$8,2
Janitorial Service Monthly Cost $328.02 X 12 months = $3,936.24			$3,936		$3,9
Copier Expense Lease & Service $100/month x 12 months = **$1200**			$1,200		$1,2
MVA Operating Expenses Page One: $4,756					

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: VW23 31 0220		
B. Operating Costs - Line-item description and calculation	22VOCA	23VWAO	23VOCA	[redacted]	Total Amount Allocated
Publications Newspaper subscription, Pamphlets, cards, event publications $30/month x 12 months = **$360**	$180		$180		$3
Utilities Electricity $178.91/month x 12 months = $2,146.92; Water & Sewer $23.97 x 12 months = $287.64 propane at $28.35/month x 12 months = $340.20; Maintenance $294.50/month x 12 months= $3,534 Utilities total of **$6,308.76 (MVA 22% use = $1,387.76 only claiming $1,362)**	$3,154		$3,154		$6,3
Memberships Children's Advocacy Centers of California (CACC) Membership Dues $**300**/year		$525			$5
National Organization for Victim Assistance (NOVA)- **$100** CCVAA Membership Dues **$125**/year					
Rents & Leases- Structures Rent: Interview Room/ Victim Witness Court waiting area/ Storage (MVA) 2.3 FTE- 520 sq. ft. at 1.16 x 12 @ 100% = $7,234.40 (Only claiming **$7,200**)- (50% of building being used as MVA Storage- $7,200 x 50% = **$3,600 (MVA)** Office Space 570 sq. feet at .088/sq. ft. x 12 @100% = $601.92 (Only Claiming **$599**) Total Rent: **$7,799**	$3,900		$3,899		$7,7
Liability Insurance $1,354.75/quarter x four (4) quarters= **$5,419**	$2,709		$2,710		$5,4
MVA Operating Expenses Page Two: $3,600					

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: VW23 31 0220		
B. Operating Costs - Line-item description and calculation	22VOCA	23VWAO	23VOCA	Column 1	Total Amount Allocated
Vehicle Costs Operation and Maintenance Monthly Charges: 2,000 miles/month at $66/month x 12 months x 2 vehicles = **$1,584** Fuel Costs: 1,000 miles/month at $150/ month (Average price per gallon at $4.5) x 12 months x 2 vehicles - **$3600**	$1,012		$4,172		$5,18
Training and Seminars **CDAA Annual Conference** County: Orange County Registration: **$300** Hotel: $175/night + $31/night tax x 4 nights- **$824** Parking: $19/ day x 5 days- **$95** Per diem: $44 day x 5 days- **$220**		$1,439			$1,4
NOVA Annual Training Event County: TBD Registration: $550 x 2 people- **$1100** Flight: $600/person + $70 luggage/person x 2 people- **$1340** Hotel: $125/night + $20/night tax x 4 nights- $580 x 2 - **$1,160** Per diem: $44 day x 6 days- $264 x 2 people- **$528** Taxi/Rideshare: $40 to/from airport- **$80** Airport Parking: $14/ day x 6 days- **$84**		$4,292			$4,2
CDAA Elder Abuse Symposium County: Orange County Lodging: $125/night + $20/night tax x 4 nights -**$580** Per Deim: $44x 5 days- **$220** Registration: **$350**		$1,150			$1,1
MVA Operating Expenses Page Three: $0					

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: VW23 31 0220		
B. Operating Costs - Line-item description and calculation	22VOCA	23VWAO	23VOCA	[illegible]	Total Amount Allocated
Leave No Victim Behind- MVA County: TBD Lodging: $125/night + $20/night tax x 4 nights -**$580** Rental Car: $110/day x 5 days: **$550** Per Diem: $44/day x 5 days- **$220** Flight: $400 + $70 luggage fees- **$470** Airport Parking: $14/ day x 5 days- **$70**		$1,890			$1,8
Victim Hotel Gift Cards Eleven(11) $110 hotel gift cards for victims/witnesses of crime- **$1,110**		$1,110			$1,1
MVA Operating Expenses Page Four: $1,890					
Total MVA Operating Costs: $10,246					
Operating Costs Fund Source Totals	$28,032	$17,294	$28,033		$73,3
OPERATING COSTS CATEGORY TOTAL					$73,3

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: VW23 31 0220			
C. Equipment Costs - Line-item description and calculation	22VOCA	23VWAO	23VOCA	Column1		Total Amount Allocated
*None to be acquired at this time						
MVA Personnel Totals- $89,754 MVA Operating Totals- $10,246						
VW23 31 0220 MVA Total: $100,000						
Equipment Costs Fund Source Totals						
EQUIPMENT COSTS CATEGORY TOTAL						

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	22VOCA	23VWAO	23VOCA			Total Project Cost
Fund Source Totals	$125,360	$17,294	$125,362			$268,016

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW23 31 0220

Subrecipient: Mariposa County

The Mariposa County District Attorney's Office Victim Witness Program strives to expend funds in accordance with all rules and regulations set forth in the Grant Recipient Handbook. The personnel and operating costs have been developed to support the goals and objectives of the Program and provide the most in direct services to our victims and witnesses of crime in Mariposa County. We make every effort to keep indirect costs at a minimum. The Victim Witness Program includes a Victim Witness Supervisor (.80 FTE), a Victim Witness Advocate (1 FTE), Victim Witness Advocate (.50 FTE).

A. Personal Services – Salaries/Employee Benefits:

VICTIM WITNESS SUPERVISOR (.80 FTE):

Annual Salary: $72,646 at 80% = **$58,117** Annual Benefits at 80%: **$27,631**

The Supervisor has been employed with the Mariposa County District Attorney's Office for a total of nine years. The Supervisor has two years of Victim Service Advocate experience and has been the Supervisor for over seven years. She has the entry-level certificate, Victim Witness Coordinator training certificate, the Child Forensic Interview techniques training certificate and numerous other crime-specific certificates, and training hours. She has a bachelor's degree in Sociology and a master's degree in Forensic Psychology with an emphasis in Victimology.

The Supervisor manages the Victim Witness Services Program. She is responsible for program and grant oversight to ensure all goals for the program are met. The Supervisor

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW23 31 0220

Subrecipient: Mariposa County

will collect and track data, ensure goals and objectives of the program are carried out properly in a timely manner, communicate with Cal-OES, and complete quarterly and annual reports. The Supervisor will also review and assign cases to Victim Witness Advocates and assist with providing advocacy and services to victims of crime.

The Supervisor is also the primary handler for our Courthouse Facility Dog that was placed with our program in April 2022. It is the responsibility of Supervisor to maintain, groom, exercise and feed the canine.

The Supervisor's salary is based on Mariposa County's Human Resources Policies and Procedures. The County's benefit package includes Social Security, Medicare, Administrative Health Fee, Dental, Vision, Employer Paid Health, Retire-Employer-Misc., Retire-EPMC-Misc., Retire-Employee, Retire-EPMC-, Employer Member Ret, Life Insurance, SDI, and Deferred Compensation-Cash Benefit.

Victim Witness Coordinator's 80% Salary and Benefits total: **$85,748**

VICTIM WITNESS ADVOCATE- MVA (1 FTE):

Annual Salary: **$49,898** Annual Benefits: **$22,707**

This position is a specialized position within the victim services; the position has been filled by an advocate who has a bachelor's degree in Forensic Behavioral Sciences.

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW23 31 0220

Subrecipient: Mariposa County

In addition to her education, she has vast experience in trauma response; she has been in the MVA Position for approximately four years, while concurrently working for almost five years as a Victim Witness Advocate. She has completed the Entry-Level Advocate Academy and has completed the Regional Crisis Response Training. In addition, she is a trained in forensic interview techniques.

The Advocate follows a victims' case from initial investigation to sentencing, providing support, and communicating with victims regarding the progression of the case. The Advocate also covers community outreach events that occur during the year on weekends and evenings. The 14 mandatory services are provided by the Victim Witness Advocate, some of which include crisis management, peer counseling, court support and updates, helps with Cal-VCP claims, victim impact statements, restitution, and Criminal Protective Orders. This position has a modified case load to allow for Mass Victimization Crisis-Response deployment as needed.

The Mass Victimization Advocate's position (MVA) will be a position that builds bridges with local community agencies, regional allies as well as helps plan and implement policies surround Mass Crisis Response. If available, the MVA will be deployed to regional crisis response units and provide field work that allows for trauma-informed care of victims.

The Victim Witness Advocate's salary is based on Mariposa County's Human Resources Policies and Procedures. The County's benefit package includes Social Security,

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW23 31 0220

Subrecipient: Mariposa County

Medicare, Medical, Dental, Vision, Life Insurance, SDI State Disability, Retire-Employer-Misc. and Deferred Compensation-Cash Benefit.

Victim Witness Advocate 100% Salary and Benefits total: **$72,605**

VICTIM WITNESS ADVOCATE (.50 FTE)

Annual Salary $47,523.84 at 50%: **$23,762** Annual Benefits at 50%: **$12,542**

The Advocate follows a victims' case from initial investigation to sentencing, providing support and communicating with victims in regard to the progression of the case. The Advocate also covers community outreach events that occur during the year on weekends and evenings. The 14 mandatory services are provided by the Victim Witness Advocate, some of which include crisis management, peer counseling, court support and updates, helps with Cal-VCP claims, victim impact statements, restitution, and Criminal Protective Orders.

In addition to mandatory services, this position will be in the unique position to reach out to all victims of crime that are forwarded to the District Attorney's Office who has been listed as a victim or witness of a violent crime. Currently, our procedure includes a blanket letter to victims of crime in Mariposa County; this position will serve an initial liaison to start CalVCB applications if appropriate and referrals to community partners. At the present time, our current Advocate staff has a focus of violent crime victims, this

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW23 31 0220

Subrecipient: Mariposa County

position will aid in opening services and personal contact to the victim, rather than a formal letter alone.

Additionally, this position will be continued to be used to implement important Victim Services projects such as brochures, outreach efforts to the community and important policies and procedures.

Victim Witness Advocate 50% Salary and Benefits total: **$36,304**

Total SEIU Personnel Benefits are 48% of Annual Full-Time Permanent Salaries of $131,777 = $63,252.80 but only seeking to claim $ 62,880

Personnel Services Total: $194,657

B. Operating Expenses:

Office Expenses:

Operating expenses will be expended with caution and with attention to VOCA requirements. Costs for the Victim Witness Office include: Communication (telephones, internet, security) total of $297 per month x 12 months = **$3,564;** general office supplies (paper, pens, business cards, toner, shirts for public events, etc.) $1,216.09/month for 12 months = **$14,593** Courthouse Facility Dog Expenses, these are the inherent costs associated with our program's courthouse facility dog, these include: food expenses $300/month x 12 months ($3,600), veterinarian costs $250/quarter x 4 quarters ($1,000), Grooming costs- $70/month x 12 months ($840), Training treats, doggie bags and dog

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW23 31 0220

Subrecipient: Mariposa County

essentials (bowls, beds, leashes etc.) $75/month x 12 months ($900), total costs **$6,340.** Technology: Zoom yearly subscription: **$150**/year, Canva- digital art and media creation software for events, flyers, infographics and presentations, etc.- **$500**/year. Tablets for in-field use (CalVCB Applications, explanation of criminal justice system, referral service information, etc.) four (4) tablets at $1300/each - **$5,200** Network service for Laptops $200/month x 12 months- **$2,400.** County Janitorial services $328.02 x 12 months= **$3,936.** Copy machine rental, machine service costs $100/month for 12 months = **$1,200.** Publication purchases are needed for more up-to-date information for community outreach projects such as the Safe Family Fairs and, the Senior Fair, as well as for the Victim Witness Office and MVA Position thus our publication expenses are $30/month x 12 months = **$360**. Utilities: Electricity at $178.91/month x 12 months ($2,146.92); Water & Sewer $23.97/month x 12 months ($287.64); Propane $28.35/month x 12 months ($340.20); Maintenance $294.50/month x 12 months $294.50- Utilities total **$6,308**. Rent: Interview Room/Victim Witness Court waiting area/MVA Storage Space 2.3 FTE- 520 sq. ft. at 1.16 x 12 @ 100% = $7,234.40 (Only claiming $7,200)- (50% of building being used as MVA Storage- $7,200 x 50% = $3,600 (MVA); Office Space 570 sq. feet at .088/sq. ft. x 12 @100% = $601.92 (Only Claiming $599) Total Rent: **$7,799**.

We also have a required membership for CCVAA is **$125** annually, the National Organization for Victim Advocacy (NOVA) at **$100** and a membership for the Child Advocacy Centers of California at **$300**/year. Additionally, the liability insurance required

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW23 31 0220

Subrecipient: Mariposa County

by Mariposa County is **$5,419.** Vehicle costs include gas expenses averaging 2,000 miles/month at $1,800 yearly gas costs and $132 monthly maintenance expenses, which is $792 per year x 2 vehicles is **$3,600** and **$1,584**, respectively.

Total: $63,478

Training and Travel:

Program personnel will attend several trainings and seminars during the year. The Program Supervisor (.80 FTE) will attend the Annual CDAA Conference. Additionally, Mariposa County has a large population of aging individuals, thus we are sending an advocate to the CDAA National Elder and Dependent Adult Abuse Symposium. Our Mass Victimization (MVA) advocate and Victim Witness advocate will attend the NOVA 50th Annual Training Event. Finally, our MVA Advocate will attend the Leave No Victim Behind Conference.

Due to the travel for the above trainings, we set out 22 nights of lodging at $125-175 per night (with applicable tax rates and resort fees), meals and incidentals at $44 per day and parking expenses of an average of $14-$19/day, rental car cost of $110/ day x 5 days ($550), and Taxi costs ($80) for a total of **$5,211.** Airfare costs for Leave No Victim Behind with luggage fees $400 and the NOVA's 50th Annual Training Event $600 x 2 people $1200, (Luggage costs $280, $70/way x roundtrip x 2 trips x 2 people) for a total of **$1,810.** Registration costs are as follows: National Elder and Dependent Adult Abuse

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Grant Subaward Budget Narrative

Grant Subaward #: VW23 31 0220

Subrecipient: Mariposa County

Symposium $350, NOVA'S 51st Annual Training $550 x 2 people, $1,100, CDAA Annual Conference $300, for a total of **$1,750.**

We have set aside hotel gift cards for up to eleven (11) victims/witnesses for a total of **$1,110.**

Travel & Training Total: **$9,881**

Total Operating Expenses: $73,359

C. Equipment:

None to be acquired at this time

A. *Total Personal Services – Salaries/Employee Benefits:* ***$194,657***

B. *Total Operating Expenses:* ***$73,359***

C. *Total Equipment Costs:* ***$0***

TOTAL PROJECT COSTS: $268,016

After Hours Contact Information:

Jessica Mimnaugh-Victim Witness Supervisor
Cell: (209)620-9543

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GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: VW23 31 0220

Subrecipient: County of Mariposa

comes to an MVI. Mariposa County Victim Services aims to provide the level of integral services to victims of all crime types and to be a mutual aid tool to help victims across the state of California in their hour of need. At this time, we have all staff fully trained in responding to a mass crisis event.

Our overall goals for our region are to have a final MOU implemented by the close of this performance period. Our MVA and region is poised for each step within the MOU draft process and many regional District Attorney's/Legal Divisions has already reviewed and approved the draft. Additionally, our MVA is committed to engaging with new leaders in our community and local CalOES response teams to continue dialogue on the importance of our services into the county local assistance plan/family assistance center for mass care and what that would look like in planned tabletop exercises. Finally, our county will also need to consider what further connections can be made to help our National Park in the advent of a mass crisis event.

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

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Federal Fund Grant Subaward Assurances

Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

Subrecipient: County of Mariposa

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	Victim Witness Assistance (VW) Program	VW23 31 0220	10/01/2023-09/30/2023
2.			
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

1. Required Audits and Financial Statements (SRH Section 14.005)

Subrecipients expending $750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

☒ Subrecipient expends $750,000 or more in federal funds annually.

☐ Subrecipient does not expend $750,000 or more in federal funds annually.

2. Compliance with General Appropriations-law Restrictions on the use of Federal Funds

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

for guidance, and may not proceed without the express prior written approval of Cal OES.

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Grant Subaward.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 Grant Subaward supplements funds previously awarded by OJP under the same Grant Subaward number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial Grant Subaward or a supplemental Grant Subaward) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the Grant Subaward that the Subrecipient (and any Second-Tier Subrecipients) must be retained for a period of seven years after the Subrecipient makes final payments and all other pending matters are closed, unless a different retention period applies. Subrecipients (and any Second-Tier Subrecipients) must provide access to performance measurement information, financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an Grant Subaward-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact Cal OES promptly for clarification.

4. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (2 C.F.R. 200.1) within the scope of an OJP grant-funded program or activity, or
- Use or operate a "Federal information system" (OMB Circular A-130).

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5. **OJP Training Guiding Principles**

Subrecipients (and any Second-Tier Subrecipients) understand and agree that any training or training materials developed or delivered with funding under this Grant Subaward must adhere to the OJP Training Guiding Principle for Grantee and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

6. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier Subrecipients) that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

7. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

8. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "educational programs."

9. **Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

Subrecipients (and any Second-Tier Subrecipients) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

10. **Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this Grant Subaward appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

11. **Requirement for Data on Performance and Effectiveness under the Grant Subaward**

Subrecipients (and any Second-Tier Subrecipients) must collect and maintain data that measure the performance and effectiveness of work under this Grant Subaward. Subrecipients (and any Second-Tier Subrecipients) must provide data (within the required timeframes) to OJP via the Performance Measurement Tool (PMT).

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12. Determination of Suitability to Interact with Participating Minors

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm. (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

13. Compliance with DOJ Grants Financial Guide

Subrecipients (and any Second Tier Subrecipients) must comply with all applicable sections of the DOJ Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. Subrecipients agree to comply with the DOJ Grants Financial Guide.

14. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

15. Potential Imposition of Additional Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

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16. Employment Eligibility Verification for Hiring under the Grant Subaward

a. Subrecipients (and any Second-Tier Subrecipients) must:

1) Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Grant Subaward funds, Subrecipients (and any Second-Tier Subrecipients) properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

2) Notify all persons associated with Subrecipients (or any Second-Tier Subrecipients) who are or will be involved in activities under this Grant Subaward of both:

a) This Grant Subaward requirement for verification of employment eligibility, and

b) The associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

3) Provide training (to the extent necessary) to those persons required by this condition to be notified of the Grant Subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

4) As part of the recordkeeping for the Grant Subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this Grant Subaward condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

Subrecipients' monitoring responsibilities include monitoring Second-Tier Subrecipients' compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, Grant Subaward funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

1) Staff involved in the hiring process

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For purposes of this condition, persons "who are or will be involved in activities under this Grant Subaward" specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with Grant Subaward funds.

2) Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, Subrecipients (and any Second-Tier Subrecipients) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subrecipient (and any Second-Tier Subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with Grant Subaward funds.

3) "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

4) Nothing in this condition shall be understood to authorize or require Subrecipients (and any Second-Tier Subrecipients), or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5) Nothing in this condition, including in paragraph 4.B., shall be understood to relieve Subrecipients (and any Second-Tier Subrecipients) or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/).

17. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

No Subrecipients (and any Second-Tier Subrecipients) under this Grant Subaward, or entity that receives a procurement contract or subcontract with any funds under this Grant Subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
The foregoing is not intended, and shall not be understood by the agency making

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The Plan: The Victim Witness Services Program (VWSP) attempts to deliver assistance to all victims of crime, whether charges have been filed or not. No victim, no matter what the crime, will be turned away if services or assistance is requested. This office is notified immediately through our case management system as soon as a report is submitted into the District Attorney's case data base and victims are added to the case. Elements of the case can be seen and researched by the advocates, and copies of all documentation, including filing decisions and charging documents, can be viewed as soon as they are entered. This technological advancement has greatly increased the efficiency of our office in reviewing and updating our case files. With the use of our case management system, our office is much more efficient on communicating with victims, quickly assessing their needs, and providing them the services or referrals that they may require in a timely fashion. Additionally, whenever updates are made by either support staff or prosecutors, an email of any changes or offers to the case are emailed directly to the advocate assigned in the case. Thus, our program is consistently kept in the loop of any filing decision or impact to the criminal case.

VWSP receives most of its referrals from the Mariposa County Sheriff's Department, California Highway Patrol, and the California Fish and Game Department via the Mariposa County District Attorney's Office case management system. Additional referrals come to the office via Mountain Crisis Services (MCS), our local sexual assault and domestic violence advocacy center, Child Welfare and Adult Protective Services, Yosemite National Park Law Enforcement, and the local hospital, John C. Fremont Healthcare District. Our case management system further allows us to send reminders and immediate messages to the Deputy District Attorney assigned to the case. This allows for consistently updated staff and

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cases on anything that may impact the criminal justice process. Additionally, court dates and minute orders are available without having to view the court's data base and then wait for the court clerks to send that information to our office. We are undergoing a complete court case digitalization that will allow for electronic filing with the Superior Court in the immediate future, in the last year they have digitalized many aspects of their process.

Throughout the duration of the case, and often after the case is completed, contact with the victim is maintained. This is primarily done through phone communication and meetings at the office, but letters and emails are also utilized. All mandatory services are provided when requested and documented each time they are provided in the case management system with corresponding statistics and notes per interaction. Reports can be run efficiently to assist in the reporting requirements of Cal-OES, as well as public inquiry and presentations to the public and community partners.

The most frequent services provided by our advocates are case status, case disposition, orientation to the Criminal Justice System, court support and escort, restraining order information, general follow-up assistance in person, phone and/or by letter, crisis intervention, Cal-VCB claim assistance, and help with preparation of victim impact statements. Restitution assistance is provided when requested and we have had many requests for this service and often includes several steps to have victims complete and provide appropriate documentation for a claim. In the 2021-2022 grant year a total of 8,383 direct services were provided to victims/witnesses of crime. Thus far during the 2022-23 grant year the VWSP has provided a total of 7,309 services, reflecting an 12% decrease over the prior year. We are also seeing a

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continued increase in services to parole board and resentencing in cases with victims of crime from years' past.

The VWSP follows the guidelines set forth by the Cal-OES Recipient Handbook. The same guidelines are applied to the rules and regulations as they pertain to VOCA Guidelines and procedures for assisting victims of crime. In addition, the Mariposa County Auditor's Office is subject to a yearly audit of the VWSP as a part of their annual audit, using an outside auditing firm. With funds provided by the XC grant, we offer expanded services in the North County region of Mariposa County upon request and available appointment times in a shared building with the Behavioral Health Department. This will enable the VWSP to reach out to those victims/witnesses who are unable to make the trip into Mariposa for our services.

VWSP attempts to utilizes volunteers to help assist victims and witnesses during trials, to help gather and complete information for Cal-VCB applications, and to assist with any clerical work that can be done within the office. It has been extremely difficult in the past to acquire volunteers that are qualified to handle clients in extreme distress as well as to keep case information confidential. Being in a small community the issue of confidentiality and case sensitive information around volunteers who know a large amount of the population has created problems in the past, and extreme care must be taken to find appropriate help.

The VWSP has a very close working relationship with MCS, MCSD, and the Child and Adult Protective Services (CWS/APS) through the Department of Health and Human Services. We have Operating Agreements in place with the above entities. MCS delivers comprehensive services to sexual assault and domestic violence victims either referred by VWSP or directly

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contacted. CWS/APS along with our Health & Human Services Department provides services for minor crime victims. Referrals are received from all the above-named organizations; however, the majority are generated by the MCSD. We work closely with the Sheriff's Deputies to provide safety tips and crime prevention services to victims. Deputies carry and hand out Marsy's cards to any victims they may encounter in the field and direct victims of domestic violence to MCS when applicable, additionally, this past year additional resources were developed to provide information of benefits through the California Victim Compensation Board (CalVCB).

MCS provides extensive assistance to the community through free family law and restraining order help, emergency shelter, clothing and food, counseling services, transportation, and support for medical emergencies. They continue to expanded their services under a comprehensive umbrella called the Alliance for Community Transformations (The Alliance) that can provide responsive and preventative services including a youth center, recovery center, foster-care, homeless shelter, a re-entry program into the system from the judicial system, and advocacy and help for domestic and sexual violence. The Alliance also just announced the opening of a Family Resource Center. There families can find supportive resources such as: LGBTQ+ peer support groups, parenting education, natural disaster peer support groups, and grief peer support for children and adults. We routinely refer our victims there for these services, and we meet with their staff on a as need basis to discuss if any further services or help could be provided to our clients in common. In addition, the staff of VWSP meets monthly with other servicing agencies to discuss issues, events and share information regarding programs and collaboration efforts on cases.

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Victim Witness Services staff work closely with both CWS and APS. If there is a need to conduct a child forensic interview, it is arranged and held within the VWSP Office. This has proven invaluable as we are able to immediately assess the situation, file complaints in an expedited fashion, and provide instant access to services and referrals, when needed.

On occasion we work closely with APS when referred elder abuse cases, and often work with social workers to provide services to those that need additional assistance. We further work with the MCPO by providing follow-up assistance to victims of crime that receive restitution funds from convicted offenders. In addition, we can help locate victims when offenders are released from prison to advise them of the offender's re-entry to society and to help maintain their safety.

The VWSP is ADA compliant with wheelchair access. Services and victim rights information is provided in alternative formats to meet the needs of each person (such as foreign language or Braille). Accommodations can be made through our office and the Mariposa County Superior Court for those needing assistance in any way, either with language barriers or disabilities. Interpreters and/or sign language staff are available through the Mariposa County Superior Court by request and our office has transcriptions of several victim's right publications, provided by the California Attorney General. We currently have a bilingual advocate who works with victims who speak Spanish as their primary language, she also has prepared and created resources in both English and Spanish to address the language barriers we often encounter. When working with victims that may have a disability or are elderly, our office works with the Superior Court to have cases heard in the downstairs courtroom to make accessibility, visibility

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and hearing easier. Sometimes a medical issue needs to be addressed and may include something as simple as a foam seat or backrest, even a specific amplifying headset to address the individual's needs. The District Attorney's Office and the Mariposa Superior Court have added in-camera and projection systems to accommodate closed circuit hearings for sensitive situations or to separate victims from defendants in child sexual assault cases. Additionally, in light of the technological needs that COVID created, access to public hearings continue to be available to stream online, making access to hearing court information easily accessible for out of state victims and those who are unable to attend court regularly.

Victims may be taken by the VWSP Advocates through the MCDAO to be introduced to the Deputy District Attorney who will be handling their victimization through the court process. In this meeting, the Deputy District Attorney attempts to get a feel from the victim as to what kind of outcome they would hope to achieve. This is a refreshing view for a victim to be able to be heard and understood. In the last several years VWSP and the MCDAO has been focusing on community outreach and has developed a comprehensive system involving the VWSP staff, Deputy District Attorneys', a Sheriff's Investigator, and MCS personnel. Through this program we have been able to shorten the length of time between investigation and prosecution, increase the conviction rates, and largely decrease the stress of the case from start to finish for the victims. Overall, our goal is to make sure that victims receive advocacy and services immediately after a crime is reported to help alleviate the trauma that they have endured, and to attempt to resolve the case in a timely manner that is consistent with their needs. In situations of domestic violence or dating violence the outcomes sometimes are not what they expect, but the Advocates and Deputy District Attorney's do their best to reduce the trauma they may face

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and provide the best services and referrals to help victims cope with the trauma that has been inflicted on them.

We have several goals for the 2023-2024 budget year. Training is at the top of our priority list after several years of limited training opportunities. The VWSP Supervisor will need to attend the CDAA Annual Conference and we continue to engage in new out-of-state trainings that we have attended in recent years. These trainings have largely impacted our work and has increased our knowledge of current crime rates and trends impacting our country and some remedies and resources that may help our victims. Our Mass Victimization Advocate will be using training and travel funds to attend Leave No Victim Behind as well as initiate training days with the MVA region.

Our Program has been fortunate to be able to obtain and use the funds through the Victim Witness Assistance Program to continue to hire staff and cultivate direct services to victims with more accessibility to advocate staff and caseloads that are now manageable, and our advocates are not experiencing the levels of case burn-out as they have in the past. With the added benefit of filling program gaps in direct services and expanding our expertise to meet victims from every crime type. Aside from turnover for one advocate position, our program has maintained three total advocate staff to move program goals forward and deliver direct services to victims and witnesses of crime.

In the 2022-2023 performance period, we experienced a dramatic increase for direct services to victims and next of kin for parole cases, this trend continues to be the case for parole cases today. Currently, we have one advocate who is assigned to assist our prosecutor

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who handles all parole board and life without parole cases. Our cases prior to 2014 are all hard copy files stored in the basement of former MCDAO office space. The county of Mariposa has agreed to digitalize the remainder of our physical cases that are being stored in deteriorating conditions, we hope to see that project complete by the end of 2023.

In addition, this year we will be implementing new objectives for the Mass Victimization Advocate. We still do not yet have a MVA Regional Operational Agreement, however, the MVA Regional MOU is in draft status with each respective county/agency for their review. Our Mass Victimization Advocate (MVA) has been leading regional efforts and has several follow-up meetings to draft an agreement. Our MVA has had considerable struggles with engaging all counties within our region during these meetings.The MVA has seen considerable turnover in neighboring county's Mass Victimization Advocate positions with individuals taking new jobs outside of Victim Services or new positions within the program. It is our MVA's plan to begin hosting in-person regional planning meetings. Currently, we have a regional MVA meeting every quarter with the next meeting slated for late Summer 2023. Locally, we have been engaging our community partners in continued education and awareness as new department heads have taken their respective new roles. We are confident in our ability to have meetings with new partners to work on the planning and aftercare needs of victims of mass violence. With continued collaboration we aim to enter partnerships with the Yosemite National Park, Mariposa County Health and Human Services Department and local hospitals and trauma centers in our region.

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In the advent of an emergency, our advocate can be deployed into the incident to assist in accessing resources, meeting with victims, filling out emergency request awards for CalVCB and providing trauma-informed care including the use of go-bags. These go-bags are available so that families and individuals have additional resources on-hand to move through the mass casualty incident with effective outreach and trauma support. We are continuing to focus on the needs of our community, while being mindful that our small rural community is more familiar with natural disasters (i.e., mudslides, atmospheric rivers, and wildfires, etc.). As a region, we are attempting to understand how all our resources can come together in the case of a mass-crisis event. We are mindful of all of storage limitations and are collaboratively looking at how resources can be combined without mass duplication from any one county. Additionally, in the coming performance period we are working on creating individual maps that can be attached to the MOU, this map will include each county and its corresponding important landmarks and resources (schools, medical care, law enforcement, etc.) so that we are more familiar with the geographical aspects of the counties we may be deployed to assist.

In the previous performance period of MVA was successful in engaging our local CalOES Coordinator, we now are included within an addendum of the Crisis Response Plan for Mariposa County under Mass Care and Shelter. Our MVA will continue to work with our local CalOES Coordinator to participate in community discussions regarding an MVI, with a focus in the next performance period to connect with our local school district and their planning process.

Our advocates are trained in trauma-informed care and are available to give presentations to local agencies on the effect trauma-informed care has in the field, when it

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this Grant Subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):

   1) Represent that they neither require, nor have required, internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   2) Certify that, if they learn, or are notified, that they have, or have been, requiring their employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:

   1) Subrecipients represent that:

      a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

      b) Appropriate inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and

   2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward is, or has been, requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

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18. All Grant Subawards Must Have Specific Federal Authorization

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements for authorization of any Grant Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Grant Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Grant Subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm.

19. Requirements Related to System for Award Management and Universal Identifier Requirements

Subrecipients (and any Second-Tier Subrecipients) must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier required for SAM registration.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm.

This condition does not apply to a Grant Subaward to an individual who received the Grant Subaward as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

20. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by Subrecipients (and any Second-Tier Subrecipients), either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by Subrecipients (and any Second-Tier Subrecipients), to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of

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a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient (or any Second-Tier Subrecipient) would or might fall within the scope of these prohibitions, the Subrecipient is to contact Cal OES for guidance, and may not proceed without the express prior written approval of Cal OES.

21. Specific Post-award Approval Required to Use a Noncompetitive Approach in any Procurement Contract that would Exceed $250,000

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

22. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP Authority to Terminate Grant Subaward)

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients (and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Grant Subaward-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

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Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Grant Subaward should must also be reported to Cal OES. Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

24. Discrimination Findings

Subrecipients (and any Second-Tier Subrecipients) assure that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this Grant Subaward, Subrecipients will forward a copy of the findings to the Office for Civil Rights of OJP.

25. VOCA Requirements

Subrecipients (and any Second-Tier Subrecipients) assure that they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

26. Federal Funding Accounting and Transparency Act (FFATA)

Yes	No	
☐	☒	Has the Subrecipient received $25,000,000 or more in federal funds in the preceding fiscal year?
☐	☐	If the answer is yes, does the amount of federal funds received equal 80% or more of the Subrecipient's annual gross revenue?
☐	☐	If the answer is yes to the above two questions, did the Subrecipient report to the U.S. Security and Exchange Commission?

For additional information reference: Award Condition: Reporting Subawards and Executive Compensation (Updated as of September 2016) | Office of Justice Programs (ojp.gov).

CERTIFICATION

I certify the Subrecipient identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.

Official Designee's Signature: _____

Official Designee's Typed Name: Walter W. Wall

Official Designee's Title: Mariposa County District Attorney

Date Executed: _____

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

Subrecipient: County of Mariposa	**UEI #** PNG4LUYEKK53	**FIPS #:**
Grant Disaster/Program Title: Victim Witness Assistance (VW) Program		
Performance Period: 10/01/23 to 09/30/24	**Subaward Amount Requested:** $ 268,016	
Type of Non-Federal Entity (Check Applicable Box)	☐ State Govt ☒ Local Govt ☐ JPA ☐ Non-Profit ☐ Tribe	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	1-3 grants
4. What is the approximate total dollar amount of all grants your organization receives?	$ 396,110
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	Yes
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Always
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	N/A

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent)	**Date:**
Print Name and Title: Walter W. Wall, Mariposa County District Attorney	**Phone Number:**
Cal OES Staff Only: SUBAWARD #	

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Service Area Information

Grant Subaward #: VW23 31 0220

Subrecipient: County of Mariposa

1. County or Counties Served:
   Mariposa County

   County where principal office is located: Mariposa

2. U.S. Congressional District(s) Served:
   5th District of California

   U.S. Congressional District where principal office is located: 5th District

3. State Assembly District(s) Served:
   District 5

   State Assembly District where principal office is located: District 5

4. State Senate District(s) Served:
   District 4

   State Senate District where principal office is located: District 4

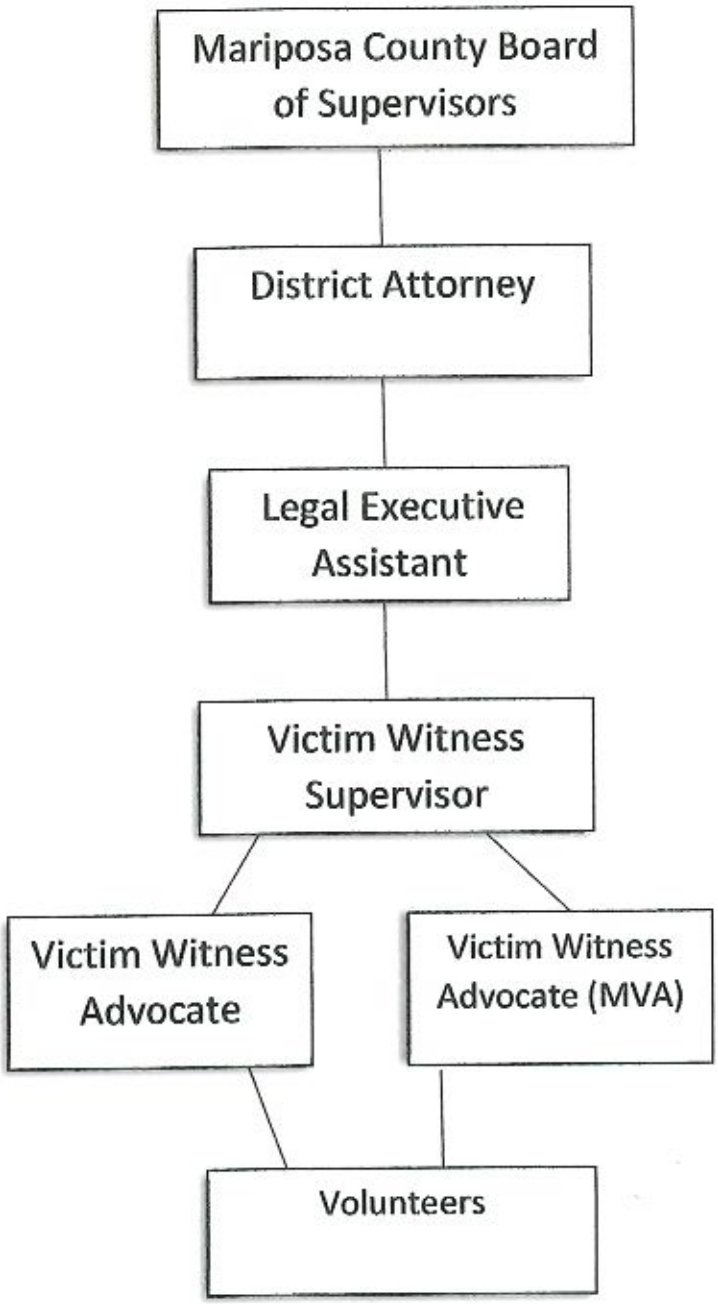
5. Population of Service Area: 17,147

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Organizational Chart

Mariposa County's District Attorney's

Victim Witness Assistance Program



Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Operational Agreement Summary

Grant Subaward #: VW23 31 0220

Subrecipient: County of Mariposa

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. Mountain Crisis Services	06/01/2021	10/01/21 to 09/30/24
2. Mariposa County Sheriff's Department	04/28/2021	10/01/21 to 09/30/24
3. Mariposa County Health and Human Services	04/19/2023	10/01/23 to 09/30/25
4.		to
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Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Out-of-State Travel Request

Grant Subaward #: VW23 31 0220

Subrecipient: Mariposa County

Traveler(s): Stephanie Orozco, Danielle Troup

Travel Dates: 08/05/2024 to 08/08/2024 Destination: TBD

Purpose of Trip: National Organization for Victim Advocacy- 50th Annual National Training Institute 2023

- [x] Conference/training not available in California - Attach brochures or registration information
- [ ] Victim advocacy
- [ ] Other - Attach any applicable documentation

Justification:

The National Organization for Victim Advocates (NOVA) mission is to champion dignity and compassion for those harmed by crime and crisis. each year, NOVA gather advocate and criminal justice professionals too continue to educate, inform and empower professionals in the field of advocacy. This will be NOVA's 50th year in putting on this event.

I hereby certify that the out of state travel is necessary for the accomplishment of the Grant Subaward.

Walter W. Wall
Grant Subaward Director Name

Grant Subaward Director Signature

Date

Cal OES Approval

- [ ] Approved
- [ ] Denied

Program Specialist Signature

Date

- [ ] Approved
- [ ] Denied

Unit Chief Signature

Date

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Out-of-State Travel Request
Cost Worksheet

Grant Subaward #: VW23 31 0220

Subrecipient: Mariposa County

ESTIMATED COSTS FOR ALL TRAVELERS

Airfare: 2 Travelers x $670 airfare = $1340

Rental Car: _____ Car x $_____ daily rate X _____ days = $0

Mileage: $_____ /mile Mileage rate x _____ miles = $0

Parking: = $84

Ground Transportation (i.e., Taxi, Uber, Shuttle, etc.): = $80

Lodging: 2 Travelers x $145 daily rate x 4 days = $1160

Per Diem: 2 Travelers x $44 daily rate x 6 days = $528

Other Costs:

Description:	Cost:
Registration: $550 x 2 people	1100

= $1100

TOTAL COST NOT TO EXCEED: = $4,292

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Out-of-State Travel Request

Grant Subaward #: VW23 31 0220

Subrecipient: Mariposa County

Traveler(s): Danielle Troup

Travel Dates: 09/23/2024 to 09/27/2024 Destination: TBD

Purpose of Trip: Leave No Victim Behind Conference 2023- MVA

- [x] Conference/training not available in California - Attach brochures or registration information
- [ ] Victim advocacy
- [ ] Other - Attach any applicable documentation

Justification:

The Leave No Victim Behind Conference is crucial for our Mass Victimization Advocate to attend, one to gain knowledge from providers and network with advocates around the state and nation. This training is crucial for our MVA to attend to further the mission of the MVA goals.

I hereby certify that the out of state travel is necessary for the accomplishment of the Grant Subaward.

Grant Subaward Director Name	Grant Subaward Director Signature	Date
Wm W. Wall	Walter W. Wall	

Cal OES Approval

[ ] Approved	[ ] Denied	Program Specialist Signature	Date
[ ] Approved	[ ] Denied	Unit Chief Signature	Date

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Out-of-State Travel Request
Cost Worksheet

Grant Subaward #: VW23 31 0220

Subrecipient: Mariposa County

ESTIMATED COSTS FOR ALL TRAVELERS

Airfare: 1 Travelers x $470 airfare = $470

Rental Car: 1 Car x $110 daily rate x 5 days = $550

Mileage: $ _____ /mile (Mileage rate) x _____ miles = $0

Parking: = $70

Ground Transportation (i.e., Taxi, Uber, Shuttle, etc.): = $

Lodging: 1 Travelers x $145 daily rate x 4 days = $580

Per Diem: 1 Travelers x $44 daily rate x 5 days = $220

Other Costs:

Description:	Cost:

TOTAL COST NOT TO EXCEED: = $1,890

Attachment: Scan of signed RFA VW23-24 (RES-2023-263 : Approve Victim Witness Assistance Program 2023-2024 Grant Application)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-264

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Reclassification and Changes to Environmental Health Job Descriptions

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RECOMMENDATION AND JUSTIFICATION:
Effective Immediately, Approve Changes to the Registered Environmental Health Specialist Job Description by Converting it to a Flexible Classification of Environmental Health Specialist I/II; Assign the current incumbent to the Environmental Health Specialist II position; Set the Environmental Health Specialist I Annual Salary at $63,457.890 - $77,133.462; Environmental Health Specialist II Annual Salary at $70,508.880 - $85,703.984; and Approve the new Job description for the Environmental Health Specialist I/II; The vacant Registered Environmental Health Specialist position will be converted to an Environmental Health Aide position; Set the Environmental Health Aide Annual Salary at$40,428.44 - $49,141.021; and approve the amendments to the Environmental Health Aide Job Description.

The Health & Human Services Director identified a need to have a Environmental Health Specialist series that would allow the flexibility of moving employees upward after an employee satisfies the required training and experience while on-the-job. For certain classifications, it is difficult to attract professionals to Mariposa County so growing employees up and training them here is important.

By converting one of the Registered Environmental Health Specialist vacant position to an Environmental Health Aide and converting the current incumbent Registered Environmental Health Specialist position to the Environmental Health Specialist I/II, this will allow the Health & Human Services Director to upwardly move employees after the requisite training and experience is met without each time having to request authority to change the allocation of a particular Environmental Health Specialist class. With the approval of this action, the vacant Registered Environmental Health Specialist allocation will be assigned to the Environmental Health Aide allocation and the current incumbent will be assigned to the Environmental Health Specialist I/II allocation at the II level.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
From time to time, the Board approves amended job descriptions when necessary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the changes to the job descriptions as requested. The ability for the Health & Human Services Director to have the flexibility to upwardly move employees

will not be available.

FINANCIAL IMPACT:
There is a recommendation to change salaries with the reclassification with this action.

ATTACHMENTS:
Environmental Health Aide Job Description with Track Changes (DOC)
Environmental Health Specialist I-II New (DOC)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

Attachment: Environmental Health Aide Job Description with Track Changes (RES-2023-264 : Approve Reclassification and Changes to

County of Mariposa

ENVIRONMENTAL HEALTH AIDE

DEFINITION

To assist Environmental Health Specialists by conducting routine inspections, investigations and research pertaining to environmental quality control and enforcement of public health laws, codes and regulations; to provide clerical support as needed; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives close supervision and on-the-job training from the ~~County Health Officer~~ Environmental Health Manager and/or the ~~Registered~~ Environmental Health Specialist II/III.

EXAMPLES OF ESSENTIAL FUNCTIONS

Assists in the inspection and investigation of environmental health conditions associated with hazardous materials, water supplies, solid waste and liquid waste disposal, recreation, vector control, and air quality.

Assists in reviewing plans and performing preliminary site evaluations for the construction of wells, facilities which handle reportable quantities of hazardous materials, underground storage tanks, solid waste facilities, and other facilities which may impact public and/or environmental health as directed by ~~Health Officer and/or Registered Environmental Health Specialist~~ lead/supervisory/management staff; inspects installations for compliance with regulations and approved designs; conducts routine inspections of operating facilities.

Collects samples of water, air, soil and other materials for laboratory tests; interprets test results.

Investigates public complaints of unsanitary conditions and alleged violations of codes and regulations as directed by ~~Health Officer and/or Registered Environmental Health Specialist~~ lead/supervisory/management staff.

Provides air quality control services by monitoring air pollutants and performing field inspections of pollutant sources as directed by ~~Health Officer and/or Registered Environmental Health Specialist~~ lead/supervisory/management staff.

Assists in planning and implementing a program of public education to increase the awareness of and the ability to comply with public / environmental health regulations and standards.

Provides information to the public in matters of vector control and rodent control as approved by ~~Health Officer and/or Registered Environmental Health Specialist~~ lead/supervisory/management staff.

Prepares and maintains complete and accurate records; assists in the preparation and submittal of reports required by the County and other agencies.

Conducts research and studies as assigned.

Assists in responding to public requests for assistance, complaints or inquiries in areas of responsibility.

Performs general clerical work as required, including scheduling inspection appointments, preparing reports and correspondence, updating manuals, attending meetings, copying and filing documents, entering and retrieving computer data, assembling materials, sending and receiving faxes, answering the telephone, greeting and assisting customers, compiling data for reports, preparing mailings, etc.

EMPLOYMENT STANDARDS

Knowledge of:

Basic principles of environmental sanitation and sanitary science.

Methods of inspection and investigation.

Methods of research and data collection.

Report and business letter preparation techniques.

Modern office practices and technology, including the use of computers for data processing and records management.

English usage, spelling, grammar and punctuation.

Basic arithmetic.

Safe work practices.

Public / community relations techniques.

Ability to:

Learn, understand, interpret and apply federal, state and local laws, rules, regulations, codes and ordinances related to environmental quality control and public health safety.

Understand and follow oral and written instructions.

Learn to recognize environmental health problems and take appropriate action.

Conduct routine inspections and investigations.

Analyze situations, receive priorities from supervisor, and take effective action.

Maintain accurate records and prepare required reports.

Perform mathematical computations with accuracy.

Attachment: Environmental Health Aide Job Description with Track Changes (RES-2023-264 : Approve Reclassification and Changes to

Effectively take direction from others.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Meet the physical requirements necessary to perform the duties of the job.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives both off road and on surface streets and may be exposed to traffic hazards, adverse weather conditions, temperature and noise extremes, wetness, ~~–~~communicable disease, pathogenic substances, odors, skin irritants, unusual heights, air contaminants, fumes/dust, solvents, grease/oil.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, bend, squat, twist and reach while performing office and/or field inspection duties; traverse uneven terrain; operate motor vehicles; lift and/or weights of up to 25 pounds; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and field equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

Experience:

None required.

Education:

High school diploma or ~~GED~~ equivalent. Some college with an emphasis in the biological or physical sciences preferred. ~~supplemented by college-level coursework in basic physical science, environmental health or mathematics.~~

~~**Substitution:**~~

~~One year of clerical or technical experience in an environmental health department can substitute for the required college-level courses.~~

Additional Requirements:

Possession of a valid California driver's license Under certain circumstances, Human Resources ~~the Personnel Director~~ may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

Attachment: Environmental Health Aide Job Description with Track Changes (RES-2023-264 : Approve Reclassification and Changes to

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This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 04/04 (B/S 04-171)
Revision Date: 02/06(B/S Res. 06-73)
Revision Date:

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Attachment: Environmental Health Aide Job Description with Track Changes (RES-2023-264 : Approve Reclassification and Changes to

County of Mariposa

ENVIRONMENTAL HEALTH SPECIALIST I/II

DEFINITION

Environmental Health Specialist is a professional class series responsible for program activities related to the protection of the environment and public health. Incumbents perform a wide variety of duties in the inspection, education, investigation and enforcement of federal, state, county and local laws and ordinances pertaining to environmental health issues; and do other related work as required to plan, coordinate and implement Environmental Health Division programs designed to preserve and protect the health and safety of County residents and others; to conduct inspections and enforce state and local regulations related to retail food facilities, hazardous materials, water supplies, solid waste and liquid waste disposal, recreation, vector control, air quality and land use; to prepare and maintain related records and reports; and to perform related duties and responsibilities as required.

DISTINGUISHING CHARACTERISTICS

The Environmental Health Specialist is a flexibly staffed class series. Positions allocated at the I/II levels are typically filled at the I level. Advancement from the I to the II level is at the discretion of the appointing authority provided the following criteria are met: 1) the minimum qualifications and time-in grade requirements, 2) demonstration of the ability to independently perform the full scope of the assigned duties.

Environmental Health Specialist I
This is the entry level classification of this professional series. Incumbents in this classification work under close supervision of registered environmental health personnel and perform the more routine inspections and enforcement duties.

Environmental Health Specialist II
This is the journey level classification in this professional series. Incumbents are expected to be fully competent; work with minimal supervision; and perform a wide range of inspection and enforcement duties.

SUPERVISION RECEIVED AND EXERCISED

Receives direction and supervision from the Environmental Health Manager.

Environmental Health Specialist II may exercise supervision over lower-level staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Performs inspections and investigations of environmental health conditions associated with retail food facilities, hazardous materials, water supplies, solid waste and liquid waste disposal, recreation, vector control, housing, air quality and land use.

Advises of and enforces public compliance with environmental health practices and regulations.
Reviews plans, performs preliminary site evaluations, and issues or rejects permits for the construction of wells, sewage disposal systems, swimming pools and spas, food service facilities, facilities which handle reportable quantities of hazardous materials, underground storage tanks,

Attachment: Environmental Health Specialist I-II New (RES-2023-264 : Approve Reclassification and Changes to Environmental Health Job

solid waste facilities, and other facilities which may impact public health; inspects installations for compliance with regulations and approved designs; conducts routine and non-routine inspections of operating facilities.

Collects samples of water, beverages, food, air, soil and other materials for laboratory tests; interprets test results and takes appropriate action.

Investigates public complaints of unsanitary conditions and alleged violations of codes and regulations.

Issues violation notices and/or compliance orders; recommends legal action against recalcitrant violators of local and state health regulations; prepares and presents court testimony as required.

Inspects permanent and temporary food facilities for compliance with health regulations and standards; responds to complaints and investigates alleged food-borne illnesses.

Provides air quality control services by monitoring air pollutants, issuing permits and performing field inspections of pollutant sources; reviews and approves or rejects plans for proposed controlled burns.

Investigates sites of hazardous waste spills, including leaking underground fuel tanks, and makes recommendations based on the impact to human health and environmental resources.

Performs inspections and reviews emergency response plans for California Accidental Release Program facilities.

Reviews land use documents and provides comments regarding the impact on environmental health; collaborates with Planning Department personnel on land use projects and issues.

Plans and implements a program of public education to increase the awareness of and the ability to comply with public / environmental health regulations and standards.

Provides information to the public in matters of vector control and rodent control.

Provides on-site compliance training of food service, swimming pool / spa, and other personnel dealing with public / environmental health standards, as needed.

Prepares and maintains complete and accurate records; prepares and submits reports required by the County and other agencies.

Coordinates and/or participates in special programs and projects as assigned.

Responds to public requests for assistance, complaints or inquiries in areas of responsibility.

Attachment: Environmental Health Specialist I-II New (RES-2023-264 : Approve Reclassification and Changes to Environmental Health Job

Coordinates assigned activities and programs with those of other departments, divisions and agencies as appropriate.

Provides training and leadership of Environmental Health Aide as assigned.

Performs general administrative and clerical work as required, including preparing reports and correspondence, attending meetings, copying and filing documents, entering and retrieving computer data, assembling materials, sending and receiving faxes, answering the telephone, compiling data for reports, preparing mailings, etc.

EMPLOYMENT STANDARDS

Knowledge of:

Environmental Health Specialist I/II

General Knowledge of pertinent federal, state and local laws, regulations, codes and ordinances.

Principles, procedures and techniques used in planning, implementing and evaluating public health programs.

Recent developments, current literature and sources of information related to environmental health.

Principles, techniques and materials used in public health education.

Basic principles of environmental sanitation and sanitary science.

Methods of inspection and investigation.

Basic principles, practices and trends in the field of environmental health and quality, specifically those relating to the food industry, hazardous materials, water supplies, solid waste and liquid waste disposal, recreation, housing, vector control, air quality and land use.

Basic biological and physical sciences, including chemistry, organic chemistry, physics, microbiology, biology and mathematics.

Communicable diseases and their prevention.

Basic principles of training and leadership.

Report and business letter preparation techniques.

Modern office practices and technology, including the use of computers for data processing and records management.

English usage, spelling, grammar and punctuation.

Attachment: Environmental Health Specialist I-II New (RES-2023-264 : Approve Reclassification and Changes to Environmental Health Job

Safe work practices.
Public / community relations techniques.

The above general knowledge is more specifically defined within the career series as follows:

Environmental Health Specialist I: (In addition to the above)
Basic principles of physical, biological and social sciences used in environmental quality control, including hazardous materials/wastes and their effects on human health and the environment if not properly handled, stored, treated and disposed; principles of environmental health.

Environmental Health Specialist II: (In addition to the above)
Principles and practices of environmental health inspection, investigations, regulation and enforcement in one or more environmental health programs; functions and relationships among federal, state, regional, and local regulatory agencies responsible for investigating violations of environmental health and safety laws; case preparation for civil and/or criminal enforcement; the microbiology of organisms of public health significance; communicable diseases associated with food, water, wastewater, arthropods and rodents; computers, word processing, and databases as appropriate to carry out typical tasks; and principles of basic toxicology and hazardous materials/waste properties as appropriate to job function.

Ability to:
Environmental Health Specialist I/II
General ability to interpret, analyze and apply federal, state and local laws, rules, regulations, codes and ordinances.

Understand and follow oral and written instructions.

Recognize environmental health problems and take effective action.

Conduct routine inspections and investigations.

Collect and analyze field data and other information and draw valid conclusions.

Analyze problems, identify alternative solutions, determine consequences of proposed actions and implement recommendations in support of goals.

Research and prepare effective public education and information materials.

React quickly and calmly in emergency situations.

Prepare clear and concise administrative and technical reports.

Perform mathematical computations with accuracy.

Provide effective training and leadership as assigned.

Attachment: Environmental Health Specialist I-II New (RES-2023-264 : Approve Reclassification and Changes to Environmental Health Job

Gain cooperation through discussion and persuasion.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

The above general abilities are more specifically defined within the career series as follows:

Environmental Health Specialist I: (in addition to the above)
Learn relatively complex scientific and regulatory information; effectively use a computer in the course of normal duties; prioritize work; effectively communicate both verbally and in writing; assess, evaluate, and investigate public complaints involving public or environmental health risk; analyze various situations and take appropriate actions; function as a working member of a group or team, as well as individually; detect environmental health related conditions harmful to public health and the environment and formulate and implement solid solutions; prepare and present comprehensive reports; effectively enforce laws and regulations; collect information and samples; and perform testing and monitoring procedures.

Environmental Health Specialist II: (in addition to the above)
Analyze and understand complex situations and comprehend scientific information, statutes, regulations, and procedures and effectively explain their application and public health significance to individuals, business owners, and others; work interdependently, with some assistance from the supervisor; inspect and survey various facilities to ensure conformity with environmental, health and safety laws, regulations, ordinances, and codes; gain compliance and cooperation of establishment representatives when engaging in enforcement/inspection; and complete assigned tasks in a timely fashion.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives both off road and on surface streets and may be exposed to traffic hazards, adverse weather conditions, temperature and noise extremes, wetness, communicable disease, pathogenic substances, odors, skin irritants, unusual heights, air contaminants, fumes/dust, solvents, grease/oil.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, bend, squat, twist and reach while performing office and/or field inspection duties; traverse uneven terrain; operate motor vehicles; lift and/or handle weights of up to 25 pounds; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and field equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

Attachment: Environmental Health Specialist I-II New (RES-2023-264 : Approve Reclassification and Changes to Environmental Health Job

Attachment: Environmental Health Specialist I-II New (RES-2023-264 : Approve Reclassification and Changes to Environmental Health Job

MINIMUM QUALIFICATIONS

Experience:

Environmental Health Specialist I
No experience required.

Environmental Health Specialist II
One year of progressively responsible professional work experience in an environmental health program.

Education:

Environmental Health Specialist I and II
Graduation from an accredited four-year college with a Bachelor's degree in environmental health, biological science, chemistry, or a closely related physical science and a letter from the State of California certifying eligibility to work as an Environmental Health Specialist Trainee or to take the REHS examination.

Licenses and Certificates:

Environmental Health Specialist I: Must obtain State of California Registered Environmental Health Specialist (REHS) certification within 24 months from date of appointment.

Environmental Health Specialist II: Must possess current State of California Registered Environmental Health Specialist (REHS) certification.

Additional State Mandated Training:

All Environmental Health Specialists assigned to the CUPA program are required to possess HAZWOPER 40 Hour training certification.

All Environmental Health Specialists assigned to conduct underground storage tank (UST) inspections must obtain International Code Council California UST Inspector certification within 180 days of starting work in the UST program.

All Environmental Health Specialists assigned to conduct aboveground tank (AST) inspections must obtain Aboveground Petroleum Storage Act certification.

All Environmental Health Specialists assigned as a California Lead Poisoning Prevention Program (CLPPP) Lead Inspector/Risk Assessor must be certified by the California State Department of Public Health.

Additional Requirements (Environmental Health Specialist I/II):

Possession of a valid California driver's license Under certain circumstances, Human Resources may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.
.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date:

Attachment: Environmental Health Specialist I-II New (RES-2023-264 : Approve Reclassification and Changes to Environmental Health Job

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-265

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Amendments to the Senior Supervising Environmental Health Specialist Job Description

---

RECOMMENDATION AND JUSTIFICATION:
Approve amendments to the Senior Supervising Environmental Health Specialist job description effective immediately.

The Senior Supervising Environmental Health Specialist position is currently vacant in the Health & Human Services Agency. Before filling the vacancy, we are requesting two changes to this job description.

The proposed amendment to the Senior Supervising Environmental Health Specialist job description includes changing the title to read:
Senior Environmental Health Specialist.

The second change would be under Additional Requirements to read:
Under certain circumstances, Human Resources may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
From time to time, the Board approves amended job descriptions when necessary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve proposed amendments and continue with the current job descriptions.

FINANCIAL IMPACT:
There is no recommendation for a salary change with this action. There is no impact to the County General Fund.

ATTACHMENTS:
Senior Supervising Environmental Health Specialist Job Description with Track Changes (DOCX)

REF ID# 13952

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

County of Mariposa

SENIOR ~~SUPERVISING~~ ENVIRONMENTAL HEALTH SPECIALIST

DEFINITION

To perform advanced journey level office and field work involving programs of the Environmental Health Division of the Public Health Department; to perform the more complex environmental health assignments; to serve in a lead capacity over assigned staff; to provide training and advanced technical assistance to assigned staff; uses considerable discretion and independent judgment in prioritizing, planning, and coordinating division projects and tasks; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Environmental Health Manager (Director) and the County Health Officer.

Exercises lead supervision over lower level Environmental Health staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Performs the more complex field and office professional environmental health assignments associated with retail food facilities, hazardous materials, water supplies, solid waste and liquid waste disposal, recreational health, vector control, housing, air quality and land use.

Provides administrative support to the Environmental Health Manager (Director) by assisting with the coordination of department programs; may function as the Environmental Health Manager (Director) in his/her absence.

Participates in and may conduct training of new staff in the environmental programs; identifies training needs.

Guides and assists professional staff and provides professional assistance on technical skills and professional responsibilities.

Reviews plans, performs preliminary site evaluations, and issues or rejects permits for the construction of wells, sewage disposal systems, swimming pools and spas, food service facilities, facilities which handle reportable quantities of hazardous materials, underground storage tanks, solid waste facilities, and other facilities which may impact public health; inspects installations for compliance with regulations and approved designs; conducts routine and non-routine inspections of operating facilities.

Inspects commercial businesses and residences for compliance to safety and sanitary regulations; enforces health and safety laws and regulations; investigates a variety of complaints.

Develops working relationships with the residential and business communities, provides customer service in compliance with departmental policies.

Attachment: Senior Supervising Environmental Health Specialist Job Description with Track Changes (RES-2023-265 : Approve Amendments

Provides air quality control services by monitoring air pollutants, issuing permits and performing field inspections of pollutant sources; reviews and approves or rejects plans for proposed controlled burns.

Prepares and maintains records of inspections and analyzes statistical reports; gathers evidence for appropriate enforcement action by the department; recommends corrective actions, warnings, notices of violations and citations.

Updates and maintains a variety of files, records, charts and other documents; gathers, compiles and synthesizes data; maintain appropriate records and prepares reports as required.

Coordinates and/or participates in special programs and projects as assigned.

Responds to public requests for assistance, complaints or inquiries in areas of responsibility.

Oversees the coordination of assigned activities and programs with those of other departments, divisions and agencies as appropriate.

Performs general administrative and clerical work as required, including preparing reports and correspondence, attending meetings, copying and filing documents, entering and retrieving computer data, assembling materials, sending and receiving faxes, answering the telephone, compiling data for reports, preparing mailings, etc.

Performs other related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Pertinent federal, state and local laws, regulations, codes and ordinances.

County and division policies and procedures.

Principles, procedures and techniques used in planning, implementing and evaluating public health programs.

Recent developments, current literature and sources of information related to environmental health.

Principles of training, supervision, and work coordination.

Principles, techniques and materials used in public health education.

Principles of environmental sanitation and sanitary science.

Methods of inspection and investigation.

Attachment: Senior Supervising Environmental Health Specialist Job Description with Track Changes (RES-2023-265 : Approve Amendments

Principles, practices and trends in the field of environmental health and quality, specifically those relating to the food industry, hazardous materials, water supplies, solid waste and liquid waste disposal, recreation, housing, vector control, air quality and land use.

Biological and physical sciences, including chemistry, organic chemistry, physics, microbiology, biology and mathematics.

Communicable diseases and their prevention.

Report and business letter preparation techniques.

Modern office practices and technology, including the use of computers for data processing and records management.

English usage, spelling, grammar and punctuation.

Safe work practices.

Public / community relations techniques.

Ability to:
Interpret, analyze and apply federal, state and local laws, rules, regulations, codes and ordinances.

Perform the full scope of environmental health and hazardous waste investigations and inspections with minimal guidance and supervision.

Perform special assignments and/or administrative support for the Environmental Health Manager (Director).

Provide effective training and work coordination of other staff.

Provide instruction, guidance, and consultation in correction of environmental problems.

Prepare clear and concise administrative and technical reports.

Effectively represent the department in contacts with the public and other agencies.

Perform mathematical computations with accuracy.

Communicate clearly and concisely, both orally and in writing.

Attachment: Senior Supervising Environmental Health Specialist Job Description with Track Changes (RES-2023-265 : Approve Amendments

Establish and maintain effective working relationships with those contacted in the course of work.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives both off road and on surface streets and may be exposed to traffic hazards, adverse weather conditions, temperature and noise extremes, wetness, communicable disease, pathogenic substances, odors, skin irritants, unusual heights, air contaminants, fumes/dust, solvents, grease/oil.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, bend, squat, twist and reach while performing office and/or field inspection duties; traverse uneven terrain; operate motor vehicles; lift and/or handle weights of up to 25 pounds; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and field equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

Experience:

Three years of increasingly responsible experience as a Registered Environmental Health Specialist preferably in a Health Department, including one year in a lead capacity.

Education:

Graduation from an accredited college or university with a Bachelor's degree in environmental health, biological science, chemistry, or a closely related science.

Additional Requirements:

Registration as an Environmental Health Specialist under the applicable provisions of California law.

Possession of a valid California driver's license. Under certain circumstances, ~~the Personnel Director~~Human Resources may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 12/10 (B/S 10-563)

Attachment: Senior Supervising Environmental Health Specialist Job Description with Track Changes (RES-2023-265 : Approve Amendments

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-266

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Berliner-Cohen Attorneys at Law to Represent HHSA in Juvenile Dependency Cases

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Berliner-Cohen Attorneys at Law, to represent Mariposa County Health and Human Services Agency (HHSA) in juvenile dependency and public guardian/conservatorship cases and any other matter County Counsel deems appropriate in an amount not to exceed $100,000; and authorize the Board of Supervisors Chair to sign the Agreement.

Berliner-Cohen will provide legal services in juvenile dependency and public guardian/conservatorship cases. County Counsel will determine when it is necessary for Berliner-Cohen to act for HHSA in juvenile dependency cases and any other matter County Counsel deems appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement with Berliner-Cohen was approved through Resolution No. 2022-329 on June 7, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, the workload for the County Counsel's office may be such that it creates process delays.

FINANCIAL IMPACT:
There is sufficient funding in the HHSA Budget to fund this Agreement. There is no impact to the County General Fund.

ATTACHMENTS:
Berliner Cohen Agreement 2024 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 14027

Attachment: Berliner Cohen Agreement 2024 (RES-2023-266 : Agreement with Berliner-Cohen Attorneys at Law to Represent HHSA in Juvenile

AGREEMENT FOR LEGAL 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, hereinafter referred to as "County", and Berliner-Cohen Attorneys at Law hereinafter referred to as "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, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform legal services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $100,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

(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: Berliner Cohen Agreement 2024 (RES-2023-266 : Agreement with Berliner-Cohen Attorneys at Law to Represent HHSA in Juvenile

(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, resulting from all negligent or wrongful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or wrongful 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: Berliner Cohen Agreement 2024 (RES-2023-266 : Agreement with Berliner-Cohen Attorneys at Law to Represent HHSA in Juvenile

Attachment: Berliner Cohen Agreement 2024 (RES-2023-266 : Agreement with Berliner-Cohen Attorneys at Law to Represent HHSA in Juvenile

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:
Berliner-Cohen Attorneys at Law
2844 Park Ave
Merced, CA 95348

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

Attachment: Berliner Cohen Agreement 2024 (RES-2023-266 : Agreement with Berliner-Cohen Attorneys at Law to Represent HHSA in Juvenile

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

Attachment: Berliner Cohen Agreement 2024 (RES-2023-266 : Agreement with Berliner-Cohen Attorneys at Law to Represent HHSA in Juvenile

1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: Berliner Cohen Agreement 2024 (RES-2023-266 : Agreement with Berliner-Cohen Attorneys at Law to Represent HHSA in Juvenile

Attachment: Berliner Cohen Agreement 2024 (RES-2023-266 : Agreement with Berliner-Cohen Attorneys at Law to Represent HHSA in Juvenile

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
_____	_____
Miles Menetrey, Chair Board of Supervisors	Kimberly G. Flores, Attorney at Law Berliner-Cohen, Attorneys at Law
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

Mariposa County Health and Human Services Agency is hiring the Contractor to provide legal services in juvenile dependency and public guardian/conservatorship cases and any other matter County Counsel deems appropriate. The Contractor will provide those legal services reasonably required to represent the County and will take reasonable steps to keep the County informed of any progress on any cases.

Attachment: Berliner Cohen Agreement 2024 (RES-2023-266 : Agreement with Berliner-Cohen Attorneys at Law to Represent HHSA in Juvenile

Exhibit B
COST PROPOSAL

Rate of Schedule

Kimberly G. Flores $250/hour
Paralegal (s) $150/hour

County will reimburse the cost of travel mileage accumulated by Contractor during this agreement. The reimburse rate for mileage is based on standard established by Internal Revenue Services. County will also reimburse the cost of hotel/lodging, meals, and training/conference registrations through advance approval by department supervisor and upon submission of original receipts.

The total cost is not to exceed $100,000.

Attachment: Berliner Cohen Agreement 2024 (RES-2023-266 : Agreement with Berliner-Cohen Attorneys at Law to Represent HHSA in Juvenile

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2023-267

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Resolution for Inpatient Hospitalization Acute Care Pooled Contracting

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Authorizing the Director of Health and Human Services Agency (HHSA) to Sign and Execute Inpatient Hospitalization Acute Care Pooled Authority Contracts in the Amount of $1,800,000 for the Term of July 1, 2023 through June 30, 2024 as well as and any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

The Mariposa County Purchasing Policy allows department heads to procure services through pooled contracting. Pooled contracting is the common procurement practice of securing multiple contracts for a service that collectively exceed the encumbered amount for providing a service. This is done to accelerate response, improve the ability to provide a service, and stretch available funds.

Sometimes in the provision of mental health services it is determined that a resident needs the additional attention and care of an inpatient hospitalization acute care facility. These inpatient hospitalization acute care facilities are often full, leaving staff to search multiple facilities to find an open bed. Pooled contracting in this case means that the County could secure contracts with multiple facilities so a resident can be placed as quickly as possible when a need arises.

At the same time, the aggregated value of pooled contracts for facilities far exceeds what will actually be needed to support Mariposa residents. Again, this is done intentionally because staff does not know where a bed will be available when a given need arises. Rather than encumbering funds to support the full value of all contracts, pooled contracting allows the department to only encumber the funds they will actually need to spend on inpatient hospitalization acute care services. In this way, pooled contracting allows for a fast, flexible response in support of a Mariposa County resident while also maximizing the use of available funds.

Pursuant to this policy provision, the attached resolution authorizes the director of health and human services to do the following:

1. Execute Inpatient Hospitalization Acute Care pooled authority contracts in the total amount of $1,800,000 for the term of July 1, 2023, through June 30, 2024, for the provision of psychiatric inpatient services to mental health clients.

REF ID# 14012

2. Amend these contracts for non-monetary changes, monetary decreases, to terminate or assign these contracts, to extend the terms as needed, and to monetarily increase the total contract amounts by up to 10% of the total value of the contracts, so long as existing budget appropriations are not exceeded.

Contracts in the pool will include agreements with Bakersfield Behavioral Healthcare Hospital, LLC, County of El Dorado, Sierra Vista Hospital, Heritage Oaks Hospital, Inc, BHC Fremont Hospital, Central Star Behavioral Health, Inc., Merced Behavioral Center, San Jose Behavioral Health, San Jose Behavioral Health, Sequoia Psychiatric Treatment Center, Central Star Behavioral Health, Inc. (CRU), Community Regional Medical Center (Fresno), Doctor's Medical Center Behavioral Health (Modesto), Alta Bates Medical Center, Sutter Center for Psychiatry, Sutter/Yuba County Psychiatric Health, John Muir Behavioral Health Center, Sacramento Behavioral Healthcare, Santa Rosa Hospital (dba Aurora), El Camino Hospital, Good Samaritan Mission Oaks, Good Samaritan Hospital, Shasta Regional Medical Center, Jewish Home San Francisco, Adventist Health Vallejo, St. Helena Hospital, Kaweah Delta Medical Center, Natividad Medical Center, Community Hospital of Monterey Peninsula Garden Pavilion, and River Vista Behavioral Health Facility

BACKGROUND AND HISTORY OF BOARD ACTIONS:

In the past, each inpatient hospitalization acute care facility agreement has been approved separately and funds have been encumbered to support the full amount of each agreement. This procurement method ties up significant funding that will not be used and could otherwise be employed to deliver additional services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and direct staff to bring agreements separately. This alternative will give the board maximum control while also taking additional staff time, delaying implementation, and reducing the County's ability to provide some services.

Do not approve and limit the number of contracts to not exceed the amount of funding that is likely to be used. Fewer options could result in a situation where a resident experiencing mental crisis, including someone who may be a danger to themselves or others, would not be able to be placed in an appropriate facility to provide care until a contracting process could be completed.

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

ATTACHMENTS:
Official Resolution - In Patient Agreements May 11 2023 (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY BOARD OF SUPERVISORS RESOLUTION NO.

AUTHORITY TO EXECUTE INPATIENT HOSPITALIZATION ACUTE CARE SERVICES POOLED AUTHORITY CONTRACTS IN THE TOTAL AMOUNT OF $1,800,000, FOR THE TERM OF JULY 1, 2023, THROUGH JUNE 30, 2024, FOR THE PROVISION OF INPATIENT HOSPITALIZATION ACUTE CARE SERVICES TO MENTAL HEALTH CARE CLIENTS

BE IT RESOLVED in accordance with Section 5000 and 6000 of Welfare and Institutions Code, County of Mariposa Health and Human Services Agency is designated as a Local Health Provider and thereby, obligated to provide required 24-hour inpatient hospitalization acute care services for mentally disordered, incompetent, or other persons.

BE IT RESOLVED in accordance with Proposition 63, Health and Human Services Agency established Mental Health Services Act Fund to allocate funding for mental health programs and ensure services for clients with severe mental health issues.

BE IT RESOLVED that the Director of Health and Human Services Agency, or designee, on behalf of the COUNTY OF MARIPOSA, a political subdivision of the State of California, be and is hereby authorized to execute inpatient hospitalization acute care services pooled authority contracts in the total amount of $1,800,000 for the term of July 1, 2023, through June 30, 2024, for the provision of inpatient hospitalization acute care services to mental health care clients, and to do and perform everything necessary to carry out the purpose of this Resolution. Contractors in the pool are:

- Bakersfield Behavioral Healthcare Hospital, LLC
- County of El Dorado
- Sierra Vista Hospital
- Heritage Oaks Hospital, Inc
- BHC Fremont Hospital
- Central Star Behavioral Health, Inc.
- Merced Behavioral Center
- San Jose Behavioral Health
- Sequoia Psychiatric Treatment Center
- Central Star Behavioral Health, Inc. (CRU)
- Community Regional Medical Center, Fresno
- Doctor's Medical Center Behavioral Health, Modesto
- Alta Bates Medical Center
- Sutter Center for Psychiatry
- Sutter/Yuba County Psychiatric Health
- John Muir Behavioral Health Center
- Sacramento Behavioral Healthcare
- Santa Rosa Hospital
- El Camino Hospital
- Good Samaritan Mission Oaks

Attachment: Official Resolution - In Patient Agreements May 11 2023 (RES-2023-267 : Resolution for Inpatient Hospitalization Acute Care

- Good Samaritan Hospital
- Shasta Regional Medical Center
- Jewish Home San Francisco
- Adventist Health Vallejo, St. Helena Hospital
- Kaweah Delta Medical Center
- Natividad Medical Center
- Community Hospital of Monterey Peninsula Garden Pavilion
- River Vista Behavioral Health Facility

BE IT FURTHER RESOLVED that the Director of the Health and Human Services Agency, or designee, is authorized to amend these contracts for non-monetary changes, monetary decreases, to terminate or assign these contracts, to extend the terms as needed, and to monetarily increase the total contract amounts by up to 10% of the total value of the contracts, so long as existing budget appropriations are not exceeded.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Mariposa this ___ day of _____, 2023, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Miles Menetrey
Chair of the Board of Supervisors
of Mariposa County, California

(SEAL)

COUNTERSIGNED:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Official Resolution - In Patient Agreements May 11 2023 (RES-2023-267 : Resolution for Inpatient Hospitalization Acute Care

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2023-268

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Resolution for Board and Care Pooled Contracting

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution Authorizing the Director of Health and Human Services Agency (HHSA) to Sign and Execute the Board and Care Pooled Authority Contracts in the Amount of $530,000 for the Term of July 1, 2023 through June 30, 2024 as well as and any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel).

The Mariposa County Purchasing Policy allows department heads to procure services through pooled contracting. Pooled contracting is the common procurement practice of securing multiple contracts for a service that collectively exceed the encumbered amount for providing a service. This is done to accelerate response, improve the ability to provide a service, and stretch available funds.

Sometimes in the provision of mental health services it is determined that a resident needs the additional attention and care of an inpatient residential mental health facility. These board and care facilities are often full, leaving staff to search multiple facilities to find an open bed. Pooled contracting in this case means that the County could secure contracts with multiple facilities so a resident can be placed as quickly as possible when a need arises.

At the same time, the aggregated value of pooled contracts for board and care facilities far exceeds what will actually be needed to support Mariposa residents. Again, this is done intentionally because staff does not know where a bed will be available when a given need arises. Rather than encumbering funds to support the full value of all contracts, pooled contracting allows the department to only encumber the funds they will actually need to spend on board and care services. In this way, pooled contracting allows for a fast, flexible response in support of a Mariposa County resident while also maximizing the use of available funds.

Pursuant to this policy provision, the attached resolution authorizes the director of health and human services to do the following:

1. Execute pooled authority contracts for the provision of mental health services at board and care residential facilities in the total amount of $530,000 for the term of July 1, 2023, through June 30, 2024.

2. Amend these contracts for non-monetary changes, monetary decreases, to terminate or assign these contracts, to extend the terms as needed, and to monetarily increase the total contract amounts by up to 10% of the total value of the contracts, so long as existing budget appropriations (as approved by the Board) are not exceeded.

Contracts in the pool will include agreements with Willow Glen Care Center, Kazlin Infinite Care, LLC, Crestwood Behavioral Health, Inc., Davis Guest Home, Inc., Cottages at the Colony, The Light House, and Today Is A New Day.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

In the past, each board and care facility agreement has been approved separately and funds have been encumbered to support the full amount of each agreement. This procurement method ties up significant funding that will not be used and could otherwise be employed to deliver additional services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve and direct staff to bring agreements separately. This alternative will give the board maximum control while also taking additional staff time, delaying implementation, and reducing the County's ability to provide some services.

Do not approve and limit the number of contracts to not exceed the amount of funding that is likely to be used. Fewer options could result in a situation where a resident experiencing mental crisis, including someone who may be a danger to themselves or others, would not be able to be placed in an appropriate facility to provide care until a contracting process could be completed.

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

ATTACHMENTS:
Official Resolution - Board and Care agreements May 11 2023 (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY BOARD OF SUPERVISORS RESOLUTION NO.

AUTHORITY TO EXECUTE BOARD AND CARE SERVICES POOLED AUTHORITY CONTRACTS IN THE TOTAL AMOUNT OF $530,000, FOR THE TERM OF JULY 1, 2023, THROUGH JUNE 30, 2024, FOR THE PROVISION OF BOARD AND CARE SERVICES TO MENTAL HEALTH CARE CLIENTS

BE IT RESOLVED in accordance with Mental Health 1991 Realignment, County of Mariposa Health and Human Services Agency allocates funding for social services programs and various levels of mental health services that include board and care.

BE IT RESOLVED Health and Human Services provides Board and Care services to mental health clients through multiple contracts to ensure compliance with State of California mandates.

BE IT RESOLVED that the Director of Health and Human Services Agency, or designee, on behalf of the COUNTY OF MARIPOSA, a political subdivision of the State of California, be and is hereby authorized to execute board and care services pooled authority contracts in the total amount of $530,000, for the term of July 1, 2023, through June 30, 2024, for the provision of board and care services to mental health care clients, and to do and perform everything necessary to carry out the purpose of this Resolution. Contractors in the pool are:

- Willow Glen Care Center
- Kazlin Infinite Care LLC
- Crestwood Behavioral Health, Inc
- Davis Guest Home, Inc.
- Cottages at the Colony
- The Light-House
- Today Is A New Day

BE IT FURTHER RESOLVED that the Director of the Health and Human Services Agency, or designee, is authorized to amend these contracts for non-monetary changes, monetary decreases, to terminate or assign these contracts, to extend the terms as needed, and to monetarily increase the total contract amounts by up to 10% of the total value of the contracts, so long as existing budget appropriations are not exceeded.

Attachment: Official Resolution - Board and Care agreements May 11 2023 (RES-2023-268 : Resolution for Board and Care Pooled Contracting)

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Mariposa this ___ day of _____, 2023, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Miles Menetrey
Chair of the Board of Supervisors
of Mariposa County, California

(SEAL)

COUNTERSIGNED:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Official Resolution - Board and Care agreements May 11 2023 (RES-2023-268 : Resolution for Board and Care Pooled Contracting)

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-269

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Request Approval of Reimbursable Agreement with Yosemite National Park

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RECOMMENDATION AND JUSTIFICATION:
Approve a Reimbursable Agreement with U.S. Department of the Interior, National Park Service Yosemite National Park to provide emergency medical services for an amount not to exceed $105,000; and Authorize Board of Supervisors Chair to Sign the Agreement.

In accordance with 54 U.S.C § 101704 and 54 U.S.C § 102711, National Park Service Yosemite National Park (NPS) has the authority to to enter into Reimbursable Agreements with local government and to render assistance to nearby law enforcement and fire prevention agencies and for related activities outside the System. In addition to mutual aid response areas, NPS will provide emergency response service in the following identified areas:

-The El Portal Administrative Site.

-The area served by State Highway 140 west from the boundary of Yosemite National Park to the South Fork of the Merced River Bridge.

-Incline Road west of its junction with Foresta Road to Clearinghouse (i.e., the private property at the end of Incline Road).

-Community of Yosemite West

-Wawona Section 35

The term of this agreement occurs from July 1, 2022 through June 30, 2027. The County (Health and Human Services Agency) is obligated to make a payment of $15,000 for first year, followed by annual payments of $20,000 for the remainder of the agreement term.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has not approved a prior agreement with NPS for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Failing to enact Reimbursement Agreement with NPS would make access to services to the residents of this area of our County much more difficult.

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

ATTACHMENTS:
YOSE Mariposa County EMS Agreement 20230209 - MC input (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

Attachment: YOSE Mariposa County EMS Agreement 20230209 - MC input (RES-2023-269 : Request Approval of Reimbursable Agreement with

REIMBURSABLE AGREEMENT
for
EMERGENCY MEDICAL SERVICE
Between the
County of Mariposa
And the
United States Department of the Interior, National Park Service
Yosemite National Park

This Reimbursable Agreement (Agreement) is entered into by and between the National Park Service ("NPS"), United States Department of Interior, acting through the Superintendent of Yosemite National Park ("Park"), and the County of Mariposa ("County"), a political subdivision of the State of California.

Article I. Background and Authority

WHEREAS, NPS is authorized under 54 U.S.C § 101704 to enter into Reimbursable Agreements with local government; and

WHEREAS, NPS is authorized under 16 U.S.C § 47-1 to make regulations and rules for the El Portal Administrative Site; and

WHEREAS, NPS is authorized under 42 U.S.C. § 1856a to enter into reciprocal agreement for providing fire protection (as defined under section 42 U.S.C. § 1856, Definitions); and

WHEREAS, NPS is authorized under 54 U.S.C § 102711 to render assistance to nearby law enforcement and fire prevention agencies and for related activities outside the System; and

WHEREAS, NPS has responsibility for protection and management of lands in the National Park System, and for providing for public protection within such system; and the El Portal Administrative Site is managed within the National Park System; and

WHEREAS, County has responsibility for protection of lands in Mariposa County and for enforcement of State and County laws and ordinances within Mariposa County and El Portal is located within the boundaries of said County; and

WHEREAS, County and NPS have the authority to enter into this Agreement and believe it is in their mutual interest, as well as in the interest of the residents of El Portal and the general public, to do so;

NOW THEREFORE, County and NPS agree to enter into this Reimbursable Agreement.

Attachment: YOSE Mariposa County EMS Agreement 20230209 - MC input (RES-2023-269 : Request Approval of Reimbursable Agreement with

Article II. Statement of Work

A. NPS agrees:

1. To provide Emergency Medical Service (EMS) response in the following Response Areas:

   a. Automatic Response Areas. Park will provide an EMS Response in these areas regardless of whether there is a request for such from County:

      i. The El Portal Administrative Site.

      ii. The area served by State Highway 140 west from the boundary of Yosemite National Park to the South Fork of the Merced River Bridge.

      iii. Incline Road west of its junction with Foresta Road to Clearinghouse (i.e., the private property at the end of Incline Road).

      iv. Community of Yosemite West

      v. Wawona Section 35

   b. Mutual Aid Response Areas. Park will provide a mutual aid EMS Response within Mariposa County in areas outside the Automatic Response Areas:

      i. Upon request from County's authorized EMS dispatch center, and,

      ii. To the extent Park EMS resources are available.

2. To provide EMS Response to incidents that is in accordance with NPS policy and under the direction of Park EMS Medical Control.

   a. For any EMS response initially characterized as likely requiring Advanced Life Support (ALS) response, Park will dispatch a Park ambulance staffed with at least one crewmember certified by Park as an ALS provider (Parkmedic or Paramedic level of certification). If no such ALS certified crewmember is available to respond immediately, and if at least the Minimum Level of Staffing is available, Park will provide an EMS response capable of providing Basic Life Support (BLS) care. Park will subsequently dispatch an ALS certified crewmember to the scene when one becomes available.

   b. For any EMS response initially characterized as likely requiring only a BLS level response, Park will dispatch a Park ambulance staffed with at least

Attachment: YOSE Mariposa County EMS Agreement 20230209 - MC input (RES-2023-269 : Request Approval of Reimbursable Agreement with

the Minimum Level of Staffing, or with two Emergency Medical Technician (EMT) personnel. Park will strive to provide at least one ALS certified crewmember on any such BLS-level EMS response.

c. Crewmembers serving on any Park ambulance will meet the standards of training and certification set by the NPS in accordance with applicable NPS and Park policies and procedures.

d. A Park ambulance normally will not respond with less than the Minimum Level of Staffing. However, a Park ambulance may respond with less than the Minimum Level of Staffing if sufficient EMT certified crewmembers are either on scene or enroute directly to the scene and the Minimum Level of Staffing can thereby be achieved.

e. Park will strive to have responding crewmembers be enroute within ten minutes or less of receiving a dispatch call to either the Automatic Response Area or the Mutual Aid Response Area.

f. All or any part of Park's EMS response may be cancelled by Yosemite National Park Emergency Communication Center if it is determined Park's EMS response is not necessary (e.g., in cases in which sufficient County EMS assets are known or projected to be on the scene of the emergency well in advance of Park EMS assets).

3. To provide transportation to patients as follows:

a. In the Automatic and Mutual Aid Response Areas, a Park ambulance will respond at the BLS or ALS level as appropriate and as available, and, at the direction of Park Medical Control, the Park ambulance may transport a patient to rendezvous with an Ambulance Provider from County, except as follows:

i. When an Ambulance Provider from County is unavailable to respond.

ii. When an Ambulance Provider from County is unable to handle patient demand during multi-casualty incidents (MCI). In such incidents a Park ambulance providing EMS response will transport patients in accordance with County's designated MCI Coordinator direction, or per direction of Park Medical Control in accordance with Park EMS protocols.

iii. When a particular situation warrants, at the direction of Park Medical Control, Park ambulance may transport a patient to rendezvous with an air ambulance for transfer of patient care.

iv. When a particular situation warrants, at the direction of Park Medical Control, a Park ambulance may transport a patient directly to the nearest appropriate medical facility in lieu of the Ambulance Provider from County doing so.

v. During a communications failure, a Park ambulance may transport a patient pursuant to this Agreement in accordance with Yosemite Medical Advisor approved protocols.

4. To make a good faith effort to provide 24-hour EMS response capability within the Automatic and Mutual Aid Response Areas through either on-duty personnel, call out of off-duty crewmembers, or a combination of both.

B. County agrees:

1. To provide EMS care and EMS patient transport in the Automatic and Mutual Aid Response Areas established by this Agreement.

2. To provide reimbursement to the NPS in the sum of $15,000 per year for the first year of this Agreement, $20,000 per year for years two and three of this Agreement, and $25,000 per year for years four and five of this Agreement, with each payment made before the end of the County fiscal year. The purpose of this reimbursement includes, but is not limited to, meeting a share of the cost to the Park of the following:

a. Professional education (e.g., tuition, books/supplies, per diem, overtime, and back-fill) for NPS personnel who serve to provide EMS response capability under the terms of this Agreement.

b. Obtaining and maintaining EMS equipment and supplies in order to be able to provide EMS response under the terms of this Agreement.

c. Payment of administratively determined emergency hire crewmembers and overtime for NPS employees for actual EMS responses provided under the terms of this Agreement.

d. Maintaining certifications and trainings required for proper credentialing of NPS personnel who provide EMS response capability in the Automatic or Mutual Aid Response Areas.

C. Both NPS and County agree:

1. A Park ambulance will be dispatched to EMS incidents occurring within the Automatic Response Area.

Attachment: YOSE Mariposa County EMS Agreement 20230209 - MC input (RES-2023-269 : Request Approval of Reimbursable Agreement with

2. That upon request by Park, an Ambulance Provider from County will be dispatched to an EMS incident occurring within the Automatic Response Area.

3. That any Park EMS response provided pursuant to this Agreement will be executed in accordance with: policies and procedures established by NPS's Director's Order #51 and Reference Manual 51; Yosemite Medical Advisor approved protocols; and Park policies and procedures.

4. That in an EMS response, any Park ambulance and Park EMS personnel will operate under the direction of Park Medical Control or other source of medical control approved by the Yosemite Medical Advisor.

5. That following transfer of patient care to an Ambulance Provider from County, in extraordinary and compelling circumstances, Park EMS personnel may accompany a patient on board Ambulance Provider from County to provide assistance during patient transport. In such cases, Park EMS personnel remain under the direction of Park Medical Control.

6. That during a communication failure (i.e., power failure, out of range, etc.) any Park ambulance will operate in accordance with Yosemite Medical Advisor approved protocols.

7. That Park ambulances are exempt from the license requirement of the Mariposa County Code, Chapter 8.52 Ambulance Service, when providing EMS response pursuant to this Agreement.

8. That the definitions of "Basic Life Support", "Advanced Life Support", "Emergency Medical Technician-1 or EMT-1", and "Emergency Medical Technician-Paramedic, EMT-P, paramedic or mobile intensive care paramedic" set forth in Article III of this Agreement are intended to be applicable to prehospital emergency medical personnel who are certified to operate as such in County by the State and County authorized service agency known as Mountain Valley Emergency Medical Services Agency, and not to Park EMS personnel, who are certified to operate as such under federal authority.

9. That Park may engage in cost recovery for emergency medical services provided and/or mileage transported when providing EMS response, in the Automatic and Mutual Aid response Areas, in accordance with NPS and Park policies.

10. That the Period of Performance of this agreement is July 1, 2022 through June 30, 2027, and that, pursuant to Article II, paragraph B.2 of this Agreement, NPS will invoice County according to the following schedule:

Attachment: YOSE Mariposa County EMS Agreement 20230209 - MC input (RES-2023-269 : Request Approval of Reimbursable Agreement with

a. By May 30, 2023, an invoice by NPS for $15,000
b. By May 30, 2024, an invoice by NPS for $20,000
c. By May 30, 2025, an invoice by NPS for $20,000
d. By May 30, 2026, an invoice by NPS for $25,000
e. By May 30, 2027, an invoice by NPS for $25,000

Total amount for this agreement is $105,000. The 10.5% NPS administrative fee (Expense Overhead) is included in the totals listed above.

D. Quality Improvement

1. Park shall work in earnest and good faith with Mariposa County on all data initiatives used to support clinical care and quality improvement.

2. Park shall participate in the Mariposa County Local Quality Improvement Group

3. Allow for quantitative and qualitative reporting of overall clinical and operational performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison, and greater collaborative research opportunity.

Article III. Definitions

A. Automatic Response Area(s) – geographic area(s) identified in Article II, Paragraph A.1 of this Agreement to which Park will provide an EMS response without any requirement for a Mutual Aid response.

B. Mutual Aid Response Area(s) – geographic area(s) identified in Article II, Paragraph A.1 of this Agreement to which Park will provide an EMS response upon Park's receipt of County's request for mutual aid.

C. Emergency Medical Service (EMS) response – the provision of emergency medical services using Park assets pursuant to this Agreement. Specifically, when dispatched by Yosemite National Park Emergency Communication Center, "EMS response" means Park's direction of at least one (1) EMS provider credentialed by Yosemite National Park and at least one (1) ambulance to an emergency scene within the designated Response Area.

D. Parkmedic – an NPS EMS provider position/title unique to the NPS. Parkmedics are prehospital providers who operate under an expanded scope of practice of an EMT-Basic and can also use an expanded set of drugs and procedural skill

Attachment: YOSE Mariposa County EMS Agreement 20230209 - MC input (RES-2023-269 : Request Approval of Reimbursable Agreement with

set, uniquely tailored to NPS needs. Definition of the Parkmedic Scope of Practice, which has been provided by Park to County, is set forth in Park's Emergency Medical Services Patient Treatment Guidelines.

E. Yosemite Medical Advisor – Yosemite National Park's designated physician who has medical oversight over the Park's EMS program.

F. Minimum Level of Staffing – the minimum number and type of personnel necessary to provide an EMS response and is, for any NPS ambulance providing EMS response pursuant to this Agreement, one Emergency Medical Technician (EMT-Basic) and one driver trained in emergency vehicle operations.

G. County Ambulance – an ambulance operating in Mariposa County under an authority granted by Mariposa County.

H. Yosemite Emergency Communication Center – Yosemite National Park's dispatch center, located at the El Portal Maintenance Facility.

I. Park Medical Control – Yosemite National Park's designated medical professional who provides on-line direction to Park EMS personnel.

J. Basic Life Support (BLS) means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available (Health & Safety Code Division 2.5 § 1797.60).

K. Advanced Life Support (ALS) means special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital (Health & Safety Code Division 2.5 § 1797.52).

L. Emergency Medical Technician-1 or EMT-1 means an individual trained in all facets of basic life support according to standards prescribed by Health & Safety Code (Statute) and California Code of Regulations (CCR) and who has a valid certificate issued pursuant to Statute and CCR (Health & Safety Code Division 2.5 § 1797.80).

Attachment: YOSE Mariposa County EMS Agreement 20230209 - MC input (RES-2023-269 : Request Approval of Reimbursable Agreement with

M. Emergency Medical Technician-Paramedic, EMT-P, paramedic or mobile intensive care paramedic means an individual whose scope of practice to provide advanced life support is according to standards prescribed by Health & Safety Code (Statute) and California Code of Regulations (CCR) who has a valid certificate issued pursuant to Statute and CCR (Health & Safety Code Division 2.5 § 1797.84).

Article IV. Payment

The National Park Service Accounting Operations Center (AOC) will send an annual invoice to the Yosemite National Park budget contact each year by May 30th, so the park can provide it to the Mariposa County Health Department at the following address:

Mariposa County Administration
PO Box 784
Mariposa, CA 95338

Upon receipt of the invoice, Mariposa County will make payment to the following address:

National Park Service
Accounting Operations Center
P.O. Box 100000
Herndon, VA 20171-9998

Article V. Key Officials

A. For the Park:

1. Superintendent – Yosemite National Park
   Cicely A Muldoon, Superintendent

2. Technical Advisor – Yosemite National Park
   Kevin Killian, Chief Ranger

B. For the County:

1. Chairperson, Board of Supervisors
   5100 Bullion Street
   Mariposa, CA 95338
   Phone: (209) 966-3222

Article VI. Modification

This Agreement may be modified by the mutual written agreement of the NPS and the County.

Attachment: YOSE Mariposa County EMS Agreement 20230209 - MC input (RES-2023-269 : Request Approval of Reimbursable Agreement with

Attachment: YOSE Mariposa County EMS Agreement 20230209 - MC input (RES-2023-269 : Request Approval of Reimbursable Agreement with

Article VII. Termination

Either party may terminate this Agreement upon thirty days advance written notice to the other party.

Article VIII. Required Clauses

A. **Non-Discrimination** – All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246,* as amended; *Title VI* of the *Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); *Title V, Section 504* of the *Rehabilitation Act of 1973,* as amended, (87 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. **Promotions** – The County will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the repository represents. No release of information relating to this Agreement may state or imply that the Government approves of the County's work product, or considers the County's work product to be superior to other products or services.

C. **Public Information Release** –

1. The County will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
2. The County will obtain prior NPS approval from the regional public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the agreements technical representative, who will forward such materials to the public affairs office, along with the request for approval.
3. The County agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

D. **Waiver of Claims**:

Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any

claim against any other party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any party from responsibility for claims from third Parties for losses for which the Party is otherwise legally liable. This provision pertains to claims between the respective state and federal agencies and does not pertain to claims advanced by third Parties.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the Jurisdictional Agency and forwarded to the hiring, or home agency of the allegedly negligent employee for processing.

Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Agency and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.

ARTICLE IX. SIGNATURES

YOSEMITE NATIONAL PARK

By_____ Date _____
Frank Lands, Regional Director

COUNTY OF MARIPOSA

By _____ Date _____
Miles Menetrey, Board of Supervisors Chair

Approved as to Form

_____
County Counsel

Attachment: YOSE Mariposa County EMS Agreement 20230209 - MC input (RES-2023-269 : Request Approval of Reimbursable Agreement with

MARIPOSA COUNTY

Library · 209-966-2140

RESOLUTION - ACTION REQUESTED 2023-270

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Accept Donation from Wawona Friends of the Library

RECOMMENDATION AND JUSTIFICATION:
Accept Donations from Wawona Friends of the Library for Operating Expenses.

The Wawona Friends of the Library have agreed to fund up to $3,500 between the time period of Memorial Day to Labor Day 2023. This is to cover the cost of being open three additional days per week over that time period. This has been something the Friends have supported in previous years.

The acceptance of the donations will enable the Bassett Memorial Wawona Library to increase Extra Help hours in support of additional days of operation.

The budget is not impacted because there is salary savings to cover the additional expense, and the revenue will be accepted without a budget action required.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved donations from the Wawona Friends of the Library.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Mariposa County Library will be unable to add additional days and hours to their Wawona branch schedule.

FINANCIAL IMPACT:
The budget will not change as there is salary savings in FY23 to cover additional expenses

ATTACHMENTS:
Wawona FOL donation letter (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 14092



4-30-2023

The Wawona Bassett Memorial Friends of the Library have approved a donation of up to $3,500 to be used for additional hours for summer staffing of the Bassett Library in Wawona.

This is in addition to the usual hours approved by Mariposa County Library and Mariposa County. We are hoping to staff up to six days a week for summer use by residents, employees and visitors. The expenses of the hours we would pay for would allow for an additional three days a week that aren't typically provided by the county.

The intent is for the county to invoice our group monthly for hours worked.

Sincerely,
Kathie Heringer
Wawona FOL President

Attachment: Wawona FOL donation letter (RES-2023-270 : Accept Donation from Wawona Friends of the Library)

MARIPOSA COUNTY

Library · 209-966-2140

RESOLUTION - ACTION REQUESTED 2023-271

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Library Hours

RECOMMENDATION AND JUSTIFICATION:
Approve Operating Hours for the Mariposa County Library Branches.

Ordinance 2022-1175 specifies county operating hours are to be Monday - Friday from 8:00 AM to 5:00 PM. The ordinance allows for a variance from these hours with a resolution of the Board of Supervisors. Finding that the County's library branches would benefit from an alternate schedule, and finding no resolution matching the desired library hours, staff presents this item to request Board approval for the following library branch hours of operation.

El Portal Branch
Tuesday & Thursday: 10:00 AM - 12:00 PM, 1:00 PM - 6:00 PM

Mariposa Branch
Monday, Friday & Saturday: 9:00 AM - 4:00 PM
Tuesday - Thursday: 9:00 AM - 7:00 PM

Red Cloud Branch (Greeley Hill)
Wednesday & Thursday: 10:30 AM - 4:00 PM
Saturday: 11:00 AM - 2:00 PM

Wawona Branch
Tuesday & Thursday: 12:00 PM - 5:00 PM
Saturday: 9:00 AM - 2:00 PM

Yosemite Branch
Tuesday & Wednesday: 10:30 AM - 5 PM

The proposed hours attempt to improve access with some evening and weekend hours, particularly in Greeley Hill, where it is difficult for many patrons to make it to the library during the current hours. These hours also account for circulation at each branch, the needs of each community and available staffing at each location. With Board approval, these hours would begin on September 6, 2022, after the Labor Day weekend.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Ordinance 2022-1175 was passed on May 10, 2022. The Board has approved other modifications in office hours including Resolution 02-234 and Resolution 02-246.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. With insufficient demand and inadequate staffing to support an 8:00 AM - 5:00 PM schedule at all branch locations, staff will need additional direction.

Amend and approve. Hours presented here can be amended to better meet community needs.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: Acknowledgement of Service, Planning Commissioner, District I

RECOMMENDATION AND JUSTIFICATION:

Recognize the Service of Edward Walls as Planning Commissioner for District I.

Walls submitted his resignation from the Planning Commission on April 13, 2023, stating his last day would be May 31, 2023.

The term for the Planning Commissioner District I coincides with the District I Supervisor.

Notice of a special vacancy has been posted.

Terms, expirations and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Walls was initially appointed as the Planning Commissioner for District I on February 2, 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize a Planning Commissioner's service.

ATTACHMENTS:
Ed Walls Resignation 041323 (PDF)
230519 Notice of Special Vacancy - District I Planning Commissioner (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

RECEIVED
APR 13 2023
BOARD OF SUPERVISORS

Edward Walls
Mariposa County District 1 Planning Commissioner
Mariposa Calif. 95338
April 13, 2023

Rosemarie Smallcombe
Mariposa County District 1 Supervisor

Dear Rosemarie

It is with regret that I tender my resignation from the Mariposa County Planning Commission effective May 31, 2023.

I am grateful for having had the opportunity to serve on the Planning Commission for the past four years, and I offer my best wishes for its continued success.

Sincerely

Edward Walls

Edward Walls
District 1 Planning Commisssioner

Attachment: Ed Walls Resignation 041323 (2023-66 : Acknowledgement of Service, Planning Commissioner, District I)

NOTICE OF SPECIAL VACANCY

PLANNING COMMISSION - DISTRICT I COMMISSIONER

Current vacancies:
One (1) member from Supervisorial District I

Please be advised that effective May 31, 2023 there will exist a vacancy on the MARIPOSA COUNTY PLANNING COMMISSION for the Commissioner representing Supervisorial District I. Applicants are now being sought for appointment by the Mariposa County Board of Supervisors to fill the position. This vacancy is to fill an unexpired term that will run concurrent to the District I Supervisor and will expire on January 04, 2027.

The purpose of the Commission is to conduct public hearings and act upon applications for subdivisions, use permits and variances; make environmental determinations in accordance with the provisions of the California Environmental Quality Act; act on appeals from decisions or determinations made by the Planning Director; and make recommendations to the Board of Supervisors on general plan and zoning amendment proposals. The Commission may also undertake special studies and prepare regulatory program recommendations as requested by the Board of Supervisors.

Appointed Commissioners must take an Oath of Office, file an annual Statement of Economic Interest with the Mariposa County Clerk, and attend Harassment Training within six months of taking office then every two years thereafter.

Qualifications:

Applicants must be qualified electors of Mariposa County and must reside within District I

To apply:

Individuals interested in serving on the Mariposa County Planning Commission must submit an application to Danielle Bondshu, Clerk of the Board, by mail at Post Office Box 784, Mariposa, California 95338 or e-mail to dbondshu@mariposacounty.org. An application form and a map showing the boundaries of District I are available on-line at www.mariposacounty.org/planning or from the Board of Supervisors Office at 5100 Bullion Street, Mariposa CA. Open until filled.

Posted May 12, 2023

Mariposa County Clerk
Mariposa County Library
Mariposa County Planning Department
Mariposa County Web Site

Wawona Post Office
Midpines Post Office
El Portal Post Office
Fish Camp Post Office

cc: Board of Supervisors

Attachment: 230519 Notice of Special Vacancy - District I Planning Commissioner (2023-66 : Acknowledgement of Service, Planning

MARIPOSA COUNTY

Probation · 209-966-3612

RESOLUTION - ACTION REQUESTED 2023-272

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: SB 823 Funding to Alliance for Community Transformations, Ethos Youth Center

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Alliance for Community Transformations, Ethos Youth Center, for Youth Thrive Mariposa, a strategy to support the development and well-being of youth involved in the dependency or delinquency systems and youth at risk for homelessness in an amount of ($100,000); and Authorize the Board of Supervisor's Chair to Sign the Agreement.

On May 14, 2021, Governor Gavin Newsom signed SB 92, creating a “Secure Youth Treatment Facilities” track for youth found to have committed serious offenses. This was one of the outstanding provisions remaining after SB 823 announced the closure of the state Division of Juvenile Justice (DJJ) and the “realignment” of youth to the care of counties in the 2020 legislative session. The Legislature passed SB 823, which established a Juvenile Justice Realignment Block Grant, with a stated intention of protecting against transfer of youth to the adult system once DJJ was no longer available. The protections against transfer included raising the age of jurisdiction and the maximum age for local custody; and providing money to the counties to upgrade their facilities or develop new ones to meet the needs of the DJJ population.

Mariposa County has not committed a youth to DJJ in over a decade. Mariposa youth involved in the justice system have not historically been serious or violent offenders in need of long term custodial programs and services. However, there is no way to predict when we will need a DJJ type program in the future.

The Mariposa County Probation Department seeks to support organizations and groups serving the public in ways that prevent, improve and address issues related to criminal justice. During a Community Meeting in February 2023, attendees shared some innovative ideas to serve this target population. The funds available provides an opportunity to expand an existing program or service; or develop a new program or service that targets youth who are eligible for commitment to a Secure Youth Treatment Facility (Secure Track); or at risk of becoming eligible for commitment to a Secure Track facility. Projects can serve youth between the ages of 14 and 25.

Ethos Youth Center was established in 2008 and became a part of the Alliance for Community Transformations in 2012. Ethos empowers young people within the community and strives to provide support to youth so they can thrive as individuals and members of their community.

The program will be supported by SB 823 funding received by the County and administered through the Mariposa County Probation Department. This funding was made available to Alliance for Community Transformations, Ethos Youth Center, through a Request for Proposal process.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Juvenile Justice Coordinating Council's Sub-Committee recommended creating an SB 823 budget in the Probation Department. Funds were allocated across several line items to pay for programs and services for youth involved in the juvenile justice system. Historically, the Board of Supervisors has relied on recommendations made by professionals and community members who work with youth in the juvenile justice system.

By Resolution No. 2021-235, the Board of Supervisors accepted the recommendations of the Juvenile Justice Coordinating Council Sub-Committee, regarding the SB 823 Local Plan and Budget for justice involved youth.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alliance for Community Transformations, Ethos Youth Center, will not be able to expand their youth services program to support our community's at-risk youth population.

FINANCIAL IMPACT:
This action requests the allocation of $100,000 from the SB 823-DJJ Realignment Fund in the Propsed Budget for FY 2023-2024 to Alliance for Community Transformations, Ethos Youth Center. These funds will not impact the General Fund Budget.

ATTACHMENTS:
SB 823 Agreement.Alliance.EthosYouthCenter (PDF)
Alliance for Community Transformation (Evidence of Coverage).7.1.22 through 6.30.23 (PDF)
SB 823 Application- Alliance.Ethos (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

AGREEMENT FOR YOUTH THRIVE PROGRAM

THIS AGREEMENT ("Agreement") is made and entered into this 1ST day of July, 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and ALLIANCE FOR COMMUNITY TRANSFORMATION, ETHOS YOUTH CENTER, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

SERVICES OPTION – MULTIPLE YEARS; The term of this Agreement shall be for a period of two (2) years, commencing on July 1, 2023 through and including June 30, 2025. This Agreement may be extended for one (1) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The Chief Probation Officer is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform DEVELOPMENTAL AND WELL-BEING SUPPORT SERVICES FOR YOUTH INVOLVED IN THE DEPENDENCY OR DELINQUENCY SYSTEMS, AND YOUTH AT RISK OF HOMELESSNESS, 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

SERVICES OPTION – MULTIPLE YEARS: The maximum compensation payable to Contractor under this Agreement is $100,000, as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) 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,

Attachment: SB 823 Agreement.Alliance.EthosYouthCenter (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations,

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

(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.

Attachment: SB 823 Agreement.Alliance.EthosYouthCenter (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations,

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

Attachment: SB 823 Agreement.Alliance.EthosYouthCenter (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations,

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
ALISON TUDOR
EXECUTIVE DIRECTOR

Ethos Youth Center
Alliance for Community Transformations
P.O. Box 2075
Mariposa, CA 95338

COUNTY:
RYAN OLIPHANT
CHIEF PROBATION OFFICER

Probation Department
5091 Bullion Street
P.O. Box 76
Mariposa, CA 95338

Attachment: SB 823 Agreement.Alliance.EthosYouthCenter (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations,

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

Attachment: SB 823 Agreement.Alliance.EthosYouthCenter (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations,

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 the parties

Attachment: SB 823 Agreement.Alliance.EthosYouthCenter (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations,

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

BOARD APPROVAL

COUNTY OF MARIPOSA	CONTRACTOR
Miles Menetrey Board of Supervisors, Chair	Alison Tudor Executive Director
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

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Exhibit A
SCOPE OF WORK

Project Timeline: July 1, 2023- June 30, 2025

Project Title: Youth Thrive Mariposa

Description of project: Youth Thrive is a research informed framework that focuses on strategies to support development and well-being for youth involved in the dependency or delinquency systems and for youth that are at-risk of homelessness. Ethos will implement this model to support youth that are justice involved or are at risk. We will increase support for youth in North County through Youth Thrive, as well as through community building activities. As a result, youth participants will develop resilience, social connections, and cognitive and social-emotional competence.

Milestones
Milestone 1: Hire project staff no later than August 1, 2023.
Milestone 2: Complete Youth Thrive Training no later than September 1, 2023.
Milestone 3: Begin program implementation no later than September 30, 2023.

Reports
Reports will be submitted twice during the funding period no later than September 30, 2024 and September 30, 2025.

Timeline & Deliverables

Timeline	Key Activities	Person Responsible
By July 31, 2023	Meet with community partners to share information on the project	(PD)
By August 1, 2023	Hire Ethos Program Specialist (EPS)	(PD)
By September 1, 2023	Become trained in the Youth Thrive model	PD, EPS
By September 1, 2023	Begin taking referrals for the Youth Thrive program	PD, EPS
By September 15, 2023 and ongoing	Begin to enroll youth in Youth Thrive program and administer Youth Thrive baseline survey to each newly enrolled youth	EPS
By September 30, 2023 and ongoing twice a month during school year	Host activity in North County	EPS
By October 30, 2023 and monthly thereafter	Collect survey information on North County activities to evaluate effectiveness	EPS
By March 15, 2024	Collect six month survey data for enrolled youth and every six months thereafter.	EPS
June 2024-August 2024; June 2025	Host weekly summer activities in North County	EPS
By September 30, 2024	Submit progress report	PD, EPS
By September 30, 2025	Submit final report	PD, EPS

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Exhibit B
COST PROPOSAL

Project Timeframe: 7/1/23-6/30/25

Proposed Budget Line Items	**Grant Funds**
Personnel	
Ethos Program Director	$13,100
Ethos Program Specialist	$52,523
Employee Benefits: 21% of personnel costs	$13,781
Personnel Total	**$79,404**
Operating	
Food	$1,800
Training Fees	$1,500
Business Travel/Fleet Mileage	$1,000
Program Supplies	$3,000
Assistance to Clients	$1,244
Rent	$2,961
Operating Total	**$11,505**
Direct Costs: Personnel & Operating Expenses	**$90,909**
Indirect Costs: 10% of Direct Costs (Personnel & Operating Expenses)	**$9,091**
Total Costs	**$100,000**

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CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 05/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mindful Insurance Solutions
2043 Anderson RD
Suite C
Davis CA 95616

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 877-233-4437 Ext. 5 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates@mindfulins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Companies	23850
INSURER B : Service American Indemnity Company	39152
INSURER C : Lloyds Of London	15792
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Alliance for Community Transformations
PO Box 2075
Mariposa CA 95338

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2436113	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [ ] NON-OWNED AUTOS			PHPK2436113	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PHUB822936	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SATIS0338702	07/17/2022	07/17/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	1,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	D&O Liability			PHSD1712825	07/01/2022	07/01/2023	Limit: $1,000,000	
A	Employment Practices			PHSD1712825	07/01/2022	07/01/2023	Limit: $1,000,000	

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

Evidence of coverage
Evidence of CoverageThis Policy 'PHSD1712825' has Other Coverage 'Fiduciary Liability' With Limit '1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Dat '07/01/2022', Expiration Date: '07/01/2023'.
This Policy 'PHPK2436113' has Other Coverage 'Professional Liability ' With Limit '1,000,000 / 3,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2022', Expiration Date: '07/01/2023'.
This Policy 'PHPK2436113' has Other Coverage 'Abusive Conduct Liability' With Limit '1,000,000 / 1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2022', Expiration Date: '07/01/2023'.

CERTIFICATE HOLDER
Alliance for Community Transformation
PO Box 2075
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: Alliance for Community Transformation (Evidence of Coverage).7.1.22 through 6.30.23 (RES-2023-272 : SB 823 Funding to Alliance

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Mindful Insurance Solutions, Inc	Alliance for Community Transformations PO Box 2075 Mariposa, CA, 95338
POLICY NUMBER PHPK2436113	
CARRIER / **NAIC CODE** Philadelphia Insurance Companies / 23850	**EFFECTIVE DATE:** 07/01/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Attachment: Alliance for Community Transformation (Evidence of Coverage).7.1.22 through 6.30.23 (RES-2023-272 : SB 823 Funding to Alliance

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Application Cover Sheet

Administrative Information

Organization Name: Alliance for Community Transformations- Ethos Youth Center

Address: PO Box 2075 Mariposa, CA 95338

Phone: 209-742-6456

Website: www.ethosmariposa.org/www.alliance4community.org

Project Contact Person Name and Title: Tyson Wellcome, Ethos Program Director

Phone: 209-742-4256

Email: tyson@alliance4you.org

EIN: 77-0272319

Grant Amount Requested: $100,000

Term of Grant Request: 7/1/23-6/30/25

Year Ethos was Founded: 2008

Year Alliance was Founded: 1990

Name of Project: Youth Thrive Mariposa

Brief Description of Project: Youth Thrive is a research informed framework that focuses on strategies to support development and well-being for youth involved in the dependency or delinquency systems and for youth that are at-risk of homelessness. Ethos will implement this model to support youth that are justice involved or are at risk. We will increase support for youth in North County through Youth Thrive, as well as through community building activities. As a result, youth participants will develop resilience, social connections, and cognitive and social-emotional competence.

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History of Group/Organization

History of Work with Youth

Ethos Youth Center was established in 2008 and came under the umbrella of the Alliance in 2012. Ethos empowers diverse young people within the local community. We believe that each young person deserves the opportunity to be recognized as an individual, participate fully in their community, and thrive in a place of creativity, security, and support. Supporting youth that struggle to find support anywhere else is central to our work. Many youth that attend Ethos have experienced more trauma at their young age, than most do in a lifetime. Many of the youth that attend Ethos do not have the same opportunities for engagement and extracurricular activities as other youth in the community. Ethos strives to provide concrete support to youth, programming that is of interest to them, and a "third place" space that allows them to be true to themselves and learn from a group of adults committed to their success.

Project Successes

Ethos Youth Center has had the opportunity to begin and pilot a range of programs since it was established. Below are a few examples:

Violence Prevention Programming: Nonviolence in friendships and interpersonal relationships is a place where staff spend a lot of time discussing and educating youth. In the past, Ethos staff were able to provide this education to middle school students through the pilot project, Promoting Gender Respect, and on a weekly basis at Springhill. Currently, Ethos staff are providing violence prevention programming at the Greeley Hill High School once a week.

Wilderness Leadership Programming: Since 2012, Ethos has been able to provide a variety of wilderness leadership programming by partnering with Balanced Rock, Sierra Foothill Conservancy, and Sacred Rok. Youth have been able to go on day hikes and backpacking trips. These experiences pull youth out of their comfort zone; it is in this place where learning and growth are possible.

Substance Use Support: 53% of youth at Ethos struggle with substance use. In response to this, Ethos has built a relationship with the High School to allow students that have received detention for using substances, to instead attend a substance use support group at Ethos. This group is provided in partnership with a SUD counselor from Health and Human Services.

Additionally, Ethos was recently funded to look at substance use prevention and reduction through innovative activities. The project seeks to build young people's connections to positive adults, give them the skills to advocate for change, and provide opportunities to learn new skills.

Employment Experience and Training: Since its inception in 2008, Pathos has been youth led and provided opportunities for employment and skills training. We have had 12 youth go through our internship program in which they learn the hard skills of screen printing and how to be a successful employee.

Other Services

Ethos Youth Center is modeled after the Third Space Philosophy, meaning a space that is not home or work/school that is critical for establishing a sense of place. Youth are welcome to drop in and out during lunch and after school. We provide a safe space for youth to gather. We provide food and basic necessities; this is a need for most youth that attend. Wifi is also available for their use.

Attachment: SB 823 Application- Alliance.Ethos (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations, Ethos Youth

Attachment: SB 823 Application- Alliance.Ethos (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations, Ethos Youth

Project Information

Name of Project: Youth Thrive Mariposa

Goal of the project: Provide support to youth so that they can be physically and emotionally healthy, hopeful, optimistic, and curious, are able to form and sustain caring committed relationships, can be successful in school, and are able to serve our community.

What do you plan to do and why this is a successful approach to reaching your goal:

Ethos Youth Center will implement the Youth Thrive model of supporting youth to develop resilience, social connections, and cognitive and social-emotional competence. Staff will also provide concrete support to youth; many do not receive this from their families. This could include ensuring they are receiving needed healthcare, providing educational advocacy, and supporting nutritional needs. This model was specifically designed for youth that have been involved in the dependency or juvenile justice system.[1]

SB 823 funding is earmarked for youth that have engaged in the criminal justice system. Ethos has direct access and relationships with many of these youth in our community. Of the young people who attend Ethos, 26% feel they need to use substances to cope with what is happening in their lives, 53% actively use substances, and 90% have used in the past. Specific to tobacco use, 61% currently use tobacco and 88% have tried tobacco. In addition to that, 40% of Ethos participants are homeless or unstably housed. The use of substances or unstable housing is often due to a lack of support at home. Many youth have parents that have a substance use disorder and are not healthy enough to care for their children; many youth have parents that are involved in the criminal justice system. Youth Thrive is specifically designed for youth that haven't yet had the opportunity to be guided by a trusted adult toward learning the skills they need to thrive and give back to their community.

Ethos will hire one staff person that will be trained in the Youth Thrive Model. This training typically costs over $25k but the Center for the Study for Social Policy, the creators of Youth Thrive, have agreed to subsidize the training should we receive funding. After they have been trained, Ethos staff will provide case management and engagement to youth at Ethos or youth referred by partners like Probation or Child Welfare.

Additionally, there is a paucity of services and activities for youth in North County. Staff will provide services and activities in North County no less than once a week during the summer and twice a month during the school year. Ethos staff will meet with North County young people individually through the Youth Thrive program and will also provide activities to build social connections with other youth. These activities could be as simple as a game night, a BBQ in the park, violence prevention programming, or a group art activity.

[1] https://cssp.org/our-work/project/youth-thrive/?gclid=CjwKCAjwoIqhBhAGEiwArXT7KxZkSwHtIP3-DroODwJPrSVpVt_welMp5NVxS-Ro80JpWBPoMFRhghoC6QUQAvD_BwE

What elements make your project evidence-based or promising:

Youth Thrive is a research informed program that is based on reducing risk factors and building the protective factors in youth. The program requires training on adolescent development as recognizing the challenges and assets of this time in a person's live is critical in helping to guide a young person. [2]

Risk factors that are most common for youth involved in the dependency or juvenile justice system are psychological stressors, lack of supportive relationships with family, peers, and adults, lack of opportunities for positive growth and development, and unsafe, unstable and/or inequitable environments. By increasing a young person's resilience, supporting social connections, deeply understanding adolescent development, providing concrete support in times of need, and supporting a young person's social-Emotional competence, these risk factors will be reduced.

This program is currently run through multiple probation departments, child welfare programs, foster agencies, and youth centers, the outcomes of this program have shown promising results.

How will your project seek to be trauma-informed and culturally responsive:

Ethos aims for all services offered to youth to be trauma-informed and culturally responsive. We recognize that the majority of youth that seek services at our location have experienced trauma in their lives or are still experiencing trauma on a regular basis. Youth that participate in Ethos see the space as a safe place, one where they can be themselves, seek help, and have opportunities for growth. Daily, staff challenge youth's behaviors in a loving and non-confrontational way. As a result, we have 8 youth actively involved in our substance use disorder group. We work closely with the High School to provide wrap around services to youth that are struggling to succeed in school because of their home lives.

Youth Thrive was specifically designed to be trauma-informed and culturally responsive. The framework recognizes that a risk factor can be living in an inequitable environment. Youth may be facing racism or discrimination of another sort. In fact, the demographics of Ethos are far more diverse than the greater County. Youth may feel that they do not have a chance for a different future than what they have seen around them from family and friends. This program will foster a sense of hope and optimism in these young people. Young people will become curious about their future.

Adolescence is a culture that many adults struggle to understand. A young person experiences large amounts of growth and changes during this period of their life. Youth Thrive trains staff to deeply understand adolescent development to then support young people in normalizing their experiences and supporting them through this tumultuous time.

Social connections are important for everyone and this can be difficult for youth to achieve. Part of the difficulty is due to normal development but the geographic isolation in our community can compound the sense of isolation. This program builds the skills of youth to develop trusting relationships with

[2] https://youth.gov/youth-topics/youth-mental-health/risk-and-protective-factors-youth

Attachment: SB 823 Application- Alliance.Ethos (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations, Ethos Youth

adults and peers; this coupled with increased activities in North County will support all youth in feeling like they are a part of a larger community that cares.

By implementing the components of Youth Thrive, youth will have the tools to increase their success in school and have the ability to serve our community. By becoming accountable to the community, youth will be centered in their sense of place and will have more to lose should they continue to make choices that are detrimental to themselves and those around them.

Project Timeframe

Timeline	Key Activities	Person Responsible
By July 31, 2023	Meet with community partners to share information on the project	PD
By August 1, 2023	Hire Ethos Program Specialist (EPS)	Tyson Wellcome, Program Director (PD)
By September 1, 2023	Become trained in the Youth Thrive model	PD, EPS
By September 1, 2023	Begin taking referrals for the Youth Thrive program	PD, EPS
By September 15, 2023 and ongoing	Begin to enroll youth in Youth Thrive program and administer Youth Thrive baseline survey to each newly enrolled youth	EPS
By September 30, 2023 and ongoing twice a month during the school year	Host activity in North County	EPS
By March 15, 2024	Collect six month survey data for enrolled youth and every six months thereafter.	EPS
June 2024-August 2024; June 2025	Host weekly summer activities in North County	EPS
By September 30, 2024	Submit progress report	PD, EPS
By September 30, 2025	Submit final report	PD, EPS

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Population served: We anticipate the population served through this program will reflect the current dynamics of current Ethos participants.

Demographic Information		Percentage
Race	White	49%
	Hispanic/Latino	20%
	Native American	14%
	More than 1 Race	6%
	Native Hawaiian	1.5%
	Unknown	9.5%
Gender	Male	50.8%
	Female	38.5%
	Non-binary	0
	Prefer to self-define	7.7%
	Decline to state	3%
Age	14-18	95%
	18-25	5%
Justice Involved Youth		17.3%

Anticipated Youth Served through Youth Thrive Mariposa:

Youth served through Youth Thrive	12
Youth served through North County Activities	12

Need and Link to Criminal Justice:

Unfortunately, the majority of the youth that participate in Ethos have some sort of connection to the criminal justice system. Many youth are caught up in the generational cycle of poverty, substance use, and criminal justice involvement. If the young person themselves is not justice involved, many of their parents are. They don't see a different path than what their families have taken. Once youth get caught up in the criminal justice system, it may be hard for them to choose a different way. This is where Ethos focuses our efforts. We want all youth to see their value, to have hope, and to attain whatever bright future they dream of.

These youth are not always the easiest population to work with, it takes dedication and thick skin. You have to be able to keep trying to connect with these young people until they trust you. This project will prevent youth from becoming involved or further involved in the justice system. Thrive Youth was created for youth that have been involved with the juvenile justice or dependency system; this project will help our at-risk youth thrive and become positively connected to our community. Their risk factors

will reduce and their protective factors will increase, thus reducing the possibility of future criminal justice involvement.

How will we measure our project:

Youth Thrive has a validated survey tool to determine a young person's needs and/or growth around resiliency, social connections, understanding of adolescent development, concrete supports, and cognitive and social-emotional competence. The survey will be given upon intake to determine where skill building and support should be focused initially. For example, if a young person scores low in adolescent development or has particularly low score areas, they may be curious about physical and emotional changes, or may dealing with emerging sexual orientation and/or gender or may already be sexually active. The Ethos staff would then take time to discuss any thoughts or feelings they may have regarding their health. They may be able to connect them with a mental or physical health practitioner to discuss what they are experiencing. Staff will take advantage of teachable moments to normalize risk-taking behaviors, consequences, and lessons learned.

We will also evaluate services in North County. On a monthly basis, we will survey youth to look for an increase in their protective factors: an increased sense of connection with positive adults and an increased connection with peers. We will also collect data on referrals, other services provided by staff, and youth satisfaction with the program.

How will we know our project has been a success:

We will define success in two ways. First, we will look at the mean values of the Youth Thrive survey and how they change over time. The project will be successful if we see the mean values steadily increasing in in one or more of the five areas. This will show the growth in protective factors in the youth that are a part of the program. Second, we will be successful in this project if we are able to establish regular youth participation in our North County activities. By providing additional opportunities for youth to connect and feel less isolated, youth are more likely to feel valued and have people they can rely on when things get difficult. This will promote positive coping mechanisms.

Scalability:

The Youth Thrive project would not be possible without the full funding request. It will take significant staff time to support youth and provide activities in North County. We believe that this project will best support justice-involved youth and those at risk.

However, for a total cost of $50k, we could provide weekly North County services and activities. Youth that live in North County face isolation in addition to other struggles they experience. Public health research shows that youth experiencing isolation are at an increased risk of depression, anxiety, self-harm, suicidal thoughts, and an increased risk of substance abuse. In order to increase feelings of connectedness, Ethos Youth Center staff will provide weekly activities or drop-in center hours in North

Attachment: SB 823 Application- Alliance.Ethos (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations, Ethos Youth

County.[3] Activities will include things like art projects, game nights, Violence Prevention programming, or BBQs. During the summer, these youth center activities might be the only way a young person is able to connect with youth or anyone outside of their family.

Sustainability:

All Ethos staff will go through the Youth Thrive training, so regardless of future funding, staff will be able to put the curricula and training into practice throughout all programs at the youth center. We are currently providing weekly programming at the Greeley Hill High School and will continue to prioritize supporting youth in North County, but we may not be able to continue with weekly activities without additional funding. We will look for funding opportunities not only to sustain, but to expand this work.

[3] https://www.beyonddifferences.org/social-isolation/#:~:text=Public%20health%20research%20shows%20that,increased%20risk%20of%20substance%20abuse.

Attachment: SB 823 Application- Alliance.Ethos (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations, Ethos Youth



Attachment: SB 823 Application- Alliance.Ethos (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations, Ethos Youth

Project Budget

Proposed Budget Line Items	Grant Funds	Calculation Narrative
Personnel		
Ethos Program Director (Tyson): The Program Director will oversee all projects & services at Ethos. They will support hourly staff, provide direct services as needed, and be responsible for overall grant management. It is estimated that Tyson will spend 8.5% of his time on this project.	$13,100	Average of $6,421.46 per month x 24 months x 8.5%
Ethos Program Specialist (Vacant): This staff member will mentor youth at Ethos and in North County and provide case management in order to help support their individual needs. They will promote & host healthy activities at the youth center, and ensure youth have access to services and supports. They will perform ACEs assessments & gather other data needed for the project.	$52,523	Average of $21.0427 per hour x 24 hours per week x 104 weeks x 100%
Employee Benefits: 21% of personnel costs	$13,781	$65,623 x 21%
Personnel Total	**$79,404**	
Operating		
Food: Food for youth attending the youth center. Food is often a basic need of young people and one that is important to meet so that they can focus on other areas of wellbeing, too.	$1,800	$75 per month x 24 months x 100%
Training Fees: Cost for staff to attend "Youth Thrive" training in order to provide trauma informed case management and services to youth.	$1,500	$1,500 per training x 100%
Business Travel/Fleet Mileage: Mileage for staff to travel to and from North County to provide activities, services, and supports.	$1,000	Average of 63.61 miles per month x 24 months x 65.5 cents/mile x 100%
Program Supplies: Supplies for activities at the youth center. Includes art supplies, printing supplies, cleaning supplies, paper, pens, folders, notebooks, etc.	$3,000	$125 per month x 24 months x 100%
Assistance to Clients: Basic supports for youth including clothing, school supplies, etc.	$1,244	$51.83 per month x 24 months x 100%
Rent: Portion of entire youth center rent that will be dedicated to the project. .7 FTE will be funded by this project out of a total of 4.7 FTE on staff, so 15% of facility costs will be charged here.	$2,961	$822.50 per month x 24 months x 15%
Operating Total	**$11,505**	
Direct Costs: personnel & operating expenses	**$90,909**	$79,404 + $11,505
Indirect Costs: 10% of direct costs (personnel & operating)	**$9,091**	$90,909 x 10%
Total Costs	**$100,000**	

Attachment: SB 823 Application- Alliance.Ethos (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations, Ethos Youth

Exhibit A
Scope of Work

Project Timeline: July 1, 2023- June 30, 2025

Project Title: Youth Thrive Mariposa

Description of project: Youth Thrive is a research informed framework that focuses on strategies to support development and well-being for youth involved in the dependency or delinquency systems and for youth that are at-risk of homelessness. Ethos will implement this model to support youth that are justice involved or are at risk. We will increase support for youth in North County through Youth Thrive, as well as through community building activities. As a result, youth participants will develop resilience, social connections, and cognitive and social-emotional competence.

Milestones

Milestone 1: Hire project staff no later than August 1, 2023.

Milestone 2: Complete Youth Thrive Training no later than September 1, 2023.

Milestone 3: Begin program implementation no later than September 30, 2023.

Reports

Reports will be submitted twice during the funding period no later than September 30, 2024 and September 30, 2025.

Timeline & Deliverables

Timeline	Key Activities	Person Responsible
By July 31, 2023	Meet with community partners to share information on the project	PD
By August 1, 2023	Hire Ethos Program Specialist (EPS)	Tyson Wellcome, Program Director (PD)
By September 1, 2023	Become trained in the Youth Thrive model	PD, EPS
By September 1, 2023	Begin taking referrals for the Youth Thrive program	PD, EPS
By September 15, 2023 and ongoing	Begin to enroll youth in Youth Thrive program and administer Youth Thrive baseline survey to each newly enrolled youth	EPS
By September 30, 2023 and ongoing twice a month during the school year	Host activity in North County	EPS

By October 30, 2023 and monthly thereafter	Collect survey information on North County activities to evaluate effectiveness	EPS
By March 15, 2024	Collect six month survey data for enrolled youth and every six months thereafter.	EPS
June 2024-August 2024; June 2025	Host weekly summer activities in North County	EPS
By September 30, 2024	Submit progress report	PD, EPS
By September 30, 2025	Submit final report	PD, EPS

Attachment: SB 823 Application- Alliance.Ethos (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations, Ethos Youth



Exhibit B
Cost Proposal

Project Timeframe: 7/1/23-6/30/25

Proposed Budget Line Items	**Grant Funds**
Personnel	
Ethos Program Director	$13,100
Ethos Program Specialist	$52,523
Employee Benefits: 21% of personnel costs	$13,781
Personnel Total	**$79,404**
Operating	
Food	$1,800
Training Fees	$1,500
Business Travel/Fleet Mileage	$1,000
Program Supplies	$3,000
Assistance to Clients	$1,244
Rent	$2,961
Operating Total	**$11,505**
Direct Costs: personnel & operating expenses	**$90,909**
Indirect Costs: 10% of direct costs (personnel & operating)	**$9,091**
Total Costs	**$100,000**

Attachment: SB 823 Application- Alliance.Ethos (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations, Ethos Youth

Youth Thrive
An initiative of CSSP

Survey Summary

ID	Organization Name	Worker ID	Survey Taker	Completed Date
7153	Ethos Youth Center (a program of The Alliance for Community Transformations)	Ethos	Fred1	03/23/2023

Youth Resilience

Item	Choice	Choice Score
1. I learn from my mistakes.	A lot like me	4
2. I believe I will be okay even when bad things happen.	Very much like me	5
3. I do a good job of handling problems in my life.	A lot like me	4
4. I try new things even if they are hard.	Very much like me	5
5. When I have a problem, I come up with ways to solve it.	Sort of like me	3
6. I give up when things get hard.	Not at all like me	5
7. I deal with my problems in a positive way (like asking for help).	Sort of like me	3
8. I keep trying to solve problems even when things don't go my way.	Sort of like me	3
9. Failure just makes me try harder.	Very much like me	5
10. No matter how bad things get, I know the future will be better.	Very much like me	5
		Mean: 4.20

Social Connections

Item	Choice	Choice Score
1. There are people in my life who encourage me to do my best.	Very much like me	5
2. I have someone who I can share my feelings and ideas with.	Very much like me	5
3. I have someone in my life who I look up to.	A little like me	2
4. I have someone in my life who doesn't judge me.	A little like me	2
5. I feel lonely.	Sort of like me	3
6. I have someone I can count on for help when I need it.	Very much like me	5
7. I have someone who supports me in developing my interests and strengths.	A lot like me	4
8. I have a friend or family member to spend time with on holidays and special occasions.	Very much like me	5
9. I know for sure that someone really cares about me.	Very much like me	5
10. I have someone in my life who is proud of me.	Very much like me	5
11. There is an adult family member who is there for me when I need them (for example, my birth or adoptive parent, spouse, adult sibling, extended family member, legal guardian, nonbiological chosen family).	A lot like me	4
12. There is an adult, OTHER than a family member, who is there for me when I need them.	Very much like me	5
13. I have friends who stand by me during hard times.	A lot like me	4
14. I feel that no one loves me.	Sort of like me	3
15. My spiritual or religious beliefs give me hope when bad things happen.	A little like me	2
16. I try to help other people when I can.	Very much like me	5
17. I do things to make the world a better place like volunteering, recycling, or community service.	A lot like me	4
		Mean: 4.00

Knowledge of Adolescent Development

Item	Choice	Choice Score
1. It's important for me to speak up for equality and justice.	Sort of like me	3
2. It's important to learn about other people's cultures.	Sort of like me	3
3. Getting an education is important to me.	Very much like me	5
4. It's important for me to do my best.	Very much like me	5

Attachment: SB 823 Application- Alliance.Ethos (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations, Ethos Youth

5. I am proud of my race or ethnicity.	Sort of like me	3
6. I like to learn new things.	Very much like me	5
7. It's important for me to do the right thing.	Very much like me	5
8. I can admit when I've made a mistake or done something wrong.	A lot like me	4
9. I like myself.	Very much like me	5
10. I can explain my reasons for my opinions.	Very much like me	5
11. I know what to do in case of an emergency at home.	Very much like me	5
12. I can prepare a meal for myself.	Very much like me	5
13. I know how to take care of my personal hygiene.	Very much like me	5
		Mean: 4.46

Concrete Supports

Item	Choice	Choice Score
1. I am able to go to a doctor when I need to.	Sort of like me	3
2. I am able to go to a dentist when I need to.	Sort of like me	3
3. I usually go to the same doctor's office or clinic when I'm sick.	Very much like me	5
4. I know how to get help with school or work problems.	Very much like me	5
5. I know how to get help with family problems.	Very much like me	5
6. I know how to get help with problems I'm having with my peers.	A lot like me	4
7. I know how to get help with my personal problems.	Very much like me	5
8. I can stand up for myself when I feel that I am treated unfairly.	Very much like me	5
9. I can let people know what I need.	A lot like me	4
10. I have learned how to make good decisions.	Very much like me	5
		Mean: 4.40

Cognitive and Social-Emotional Competence

Item	Choice	Choice Score
1. I think about my choices before making a decision.	Very much like me	5
2. I ask for advice from someone I trust before making an important decision.	Very much like me	5
3. I make plans and work hard to reach my goals.	Very much like me	5
4. I get along well with different types of people.	A lot like me	4
5. I am easily distracted.	Very much like me	1
6. I stand up for what I believe even if other people don't agree with me.	Very much like me	5
7. If I make a promise, I try to keep it.	Very much like me	5
8. I care about other people.	Sort of like me	3
9. I am an honest person.	Very much like me	5
10. I have difficultly controlling my anger.	Not at all like me	5
11. I am a dependable person.	A lot like me	4
12. I know how to act in different social situations (such as school, home, work and church/mosque/temple).	Very much like me	5
13. I try to imagine how someone might feel before criticizing them.	A lot like me	4
14. I feel bad when people I know are upset.	A little like me	2
15. I can express my positive feelings to other people.	Very much like me	5
16. I am sad most of the time.	Sort of like me	3
		Mean: 4.13

Attachment: SB 823 Application- Alliance.Ethos (RES-2023-272 : SB 823 Funding to Alliance for Community Transformations, Ethos Youth

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-273

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Task Order No. 2 with Black Water Consulting Engineers for a MID Feasibility Study

---

RECOMMENDATION AND JUSTIFICATION:
Approve Task Order No. 2 with Black Water Consulting Engineers for a MID Feasibility Study in the Amount Not to Exceed $82,166; and Authorize the Board of Supervisors Chair to Sign the Task Order.

The County is proposing to study the construction of two Diversion Works Projects on Lake McClure. The work must be completed prior to the year 2047 or risk losing $18 million in construction dollars and water rights on Maxwell and Bean Creeks in accordance with the 2017 Settlement Agreement. The proposed study will evaluate potential beneficial uses within the County for the allocated supply. The water may not be transferred or sold outside the County. The feasibility study will provide a direction for the County by identifying benefits, disadvantages, barriers and constraints.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In November 2017, Mariposa County settled a legal dispute with Merced Irrigation District. A condition of the settlement was annual payment of 6% of MID's annual gross hydroelectric generation revenues, up to $18 million, that the County may use to develop projects at Lake McClure.

On December 20, 2022, the Board adopted Resolution 2022-725 approving an On Call Contract with Black Water Consulting Engineers for Water and Wastewater Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and staff will need to find an alternative project delivery method. Regulatory permitting for the water diversions is anticipated to take many years.

FINANCIAL IMPACT:
A Budget Action occurred on 12/17/2019 moving $250,000 from the MID Settlement Fund for the Feasibility Study. Task Order No. 2 is in Fund 1001-100-60301.

ATTACHMENTS:
Black Water Task Order No. 2 (PDF)

REF ID# 14096

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

Mariposa County
Department of Public Works

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

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

TASK ORDER FOR SERVICES

Black Water Task Order No. 2 Date: _____

Authority
This task order is issued under the authority of the 12/20/22 Professional Service Agreement (2022-725) between Mariposa County ('County') and Black Water Consulting Engineers ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare a scoping study to determine the feasibility and viability of developing water resource projects at Lake McClure. Work includes gathering and analyzing existing information, identifying potential benefits and risks, and determining whether it is worth pursuing further. If the decision to move forward is made, a feasibility study will be prepared to develop a matrix of the alternatives to analyze the technical, financial, environmental, and social aspects of the project.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation Total Payment for this work is not to exceed $82,166.

Funding Source 1001-100-60301
Payment Schedule Monthly

Notice to Proceed The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Jeff Brown

Black Water Consulting Engineers

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Black Water Task Order No. 2 (RES-2023-273 : Approve Task Order No. 2 with Black Water Consulting Engineers for a MID

BLACKWATER
CONSULTING ENGINEERS

Mariposa County On-Call
Engineering Services for
Merced Irrigation District Water Supply Scoping and Feasibility Studies Project

March 7, 2023

PROJECT UNDERSTANDING

Mariposa County (County) currently has an allocation for water supplies from water rights held by Merced Irrigation District (MID). The allocation is available from three (3) sources: Lake McClure (maximum 8,000 acre-feet/year as a Class 2 supply), Bean Creek (maximum 1,200 acre-feet/year), and Maxwell Creek (maximum 4,000 acre-feet/year). Each of the three sources have a maximum volume for consecutive 10-year periods that may be depleted. Additionally, Mariposa County has a preservation of water rights in the amount of 30,000 acre-feet/year from the South Fork of the Merced River. The allocations are a result of a series of settlement agreements related to water rights applications made to the State of California by MID relative to expanding storage in Lake McClure for hydropower generation and disputed by Mariposa County. The latest settlement agreement with a subsequent modification agreement were executed in 2017 and identified an 8,000 acre-feet per year supply that may be diverted for two water resource projects at Lake McClure.

The County's Water Agency Advisory Board (WAAB) was tasked with advising the Board of Supervisors (BOS) on the MID dispute until the 2017 settlement agreement. Most recently, the WAAB has recommended that the County undertake a scoping, and/or feasibility study effort with a third-party consultant to evaluate potential beneficial uses within the County for the allocated supply. The scoping study is intended to evaluate potential uses in general terms and make recommendations for moving into a feasibility analysis. The feasibility analysis/study is intended to more closely evaluate the potential alternatives derived with the scoping study, provide cost estimates, and preliminarily evaluate uses within the rights provided in the settlement agreement including environmental, socio-economic, land use and compatibility, economic development potential of select alternatives derived through the scoping study, cost-benefit analysis, as well as potential additional items that may become apparent during the feasibility study process. An alternatives analysis that evaluates the most feasible alternatives would then be developed based on multiple criteria that will be developed during the feasibility study portion of the effort.

Black Water's understanding from our meeting on January 19, 2023 is that the County's estimated budget for the scoping study effort is between $25,000 and $50,000. The Scope of Work provided below includes two tasks related to preparing the scoping study, and a third, optional task, for preparing a feasibility study should the County decide to pursue that effort following completion of the scoping study.

SCOPE OF WORK

Based upon our discussions with the County staff, including two members of the WAAB, and our review of currently available information, our team proposes to provide the following scope of professional services:

Attachment: Black Water Task Order No. 2 (RES-2023-273 : Approve Task Order No. 2 with Black Water Consulting Engineers for a MID

BLACK WATER CONSULTING ENGINEERS

Attachment: Black Water Task Order No. 2 (RES-2023-273 : Approve Task Order No. 2 with Black Water Consulting Engineers for a MID

Task 1 – Information Collection, Review, Coordination, and Draft Scoping Study

This task includes review of existing background documents and information such as land use plans (including County General Plan), past studies, reports, maps, County GIS database, and other available County and non-County records as may be applicable to gain a thorough understanding of the County's topography, demographics, economic and lifestyle objectives, water source locations and access, water demand, previous study findings, and other factors that may be important in determining viable water projects and uses. The following information will be collected and reviewed as part of the Draft Scoping Study portion of the effort:

- In-person Consultant meeting with County
- Background information collection and review (as described above)
- Understanding current and future water demands
- Understanding current and projected/preferred development trends
- Understanding economic development objectives
- Determine potential environmental impacts of possible projects
- Estimating water usage
- Determining potential conveyance routes

The Draft Scoping Study will be provided to the County for review and comment. The County's review comments will be addressed with the Final Scoping Study effort as part of Task 2.

Task 1 Deliverables: Draft Scoping Study.

Task 2 – Final Scoping Study

Upon completion of Task 1, Black Water will endeavor to perform the following items:

- Virtual meeting with County
- Incorporation of County's Draft Scoping Study review comments into Final Scoping Study
- Determination of final alternatives to be considered with the Scoping Study
- Additional research, data, and document review as may be required
- Preparation of a 90% complete Scoping Study for County final review and comment
- Preparation of 100% complete Final Scoping Study

The primary purpose of this task is to assure that the Owner's objectives will be met with the project, that recommended alternatives reasonably comply with adopted County plans and policies as closely as possible, and to identify any potential concerns leading into a feasibility study.

Task 2 Deliverables: 90% complete and 100% complete Final Scoping Study documents.

Task 3 – Feasibility Study (optional)

This task will take the conclusions and recommendations of the Scoping Study prepared in Task 2 and will more closely evaluate the potential projects derived from that study in closer detail in order to determine the highest and best use of the available water allocations in addition to related costs and major challenges. The purpose of this study is to provide a decision document to the County with recommendations for potentially viable projects. This task assumes that the complexities of the

BLACK WATER CONSULTING ENGINEERS

alternatives and numerous aspects of the County's water allocations are within Black Water's level of expertise and do not require specialized outside subconsultants. If Black Water determines that specialized outside subconsultants may be necessary, Black Water will notify County of such, including potential additional costs, for County's approval before procuring such additional services. Any such services will be provided for via task amendment.

The following items will be prepared under this task:

- Prepare budget-level cost estimates for a maximum of five (5) potential alternatives
- Prepare alternatives matrix, based on multiple criteria that will be determined during the course of this task
- Prepare 90% complete Feasibility Study document for County review and comment
- Prepare 100% complete Final Feasibility Study Document

Task 3 Deliverables: 90%, and 100% Final Feasibility Study documents.

Task 4 – Project Management and Administration

Black Water will participate as needed in project meetings not specifically identified in this scope of work, attend site visits, and maintain correspondence and decision logs for the duration of the project. Black Water will follow standards of professionalism necessary to maintain the project budget, schedule, and administrative requirements of this scope of work.

Task 4 Deliverables: Monthly invoicing.

Exclusions:

1. Items not specifically identified in this scope of work
2. Environmental services or studies
3. Project design
4. Specialized subconsultants
5. Permitting and permitting fees (permitting can be provided as an additional task if necessary)

Attachment: Black Water Task Order No. 2 (RES-2023-273 : Approve Task Order No. 2 with Black Water Consulting Engineers for a MID

BLACK WATER CONSULTING ENGINEERS

MARIPOSA COUNTY ON-CALL
ENGINEERING SERVICES FOR
MERCED IRRIGATION DISTRICT WATER SUPPLY SCOPING AND FEASIBILITY STUDIES PROJECT

March 7, 2023

COST PROPOSAL

Task	Task Activity	Principal	Project Manager	Associate Engineer	Assistant Engineer	Engr. Tech.	CAD	QA/QC Admin.	Black Water Total Hours	Black Water Fee	Subconsultant	Total Fee
	Hourly Rate	250	228	198	160	150	155	98				
1	**Information Collection, Review, Coordination, and Draft Scoping Study**											
	Consultant Meeting with County	1	3		3				7	$1,414		$1,414
	Background Information Collection, Review	1	32		8				41	$8,826		$8,826
	Analysis of Collected Data and Information	2	32		8				42	$9,076		$9,076
	Preparation of Draft Scoping Study	2	36		8		8	6	60	$11,816		$11,816
	Task 1 Total	**6**	**103**	**0**	**27**	**0**	**8**	**6**	**150**	**$31,132**		**$31,132**
2	**Final Scoping Study**											
	Consultant Meeting with County (virtual)	2	2		2				6	$1,276		$1,276
	Additional Information Collection, Review and Analysis		16		8				24	$4,928		$4,928
	Prepare 90% Scoping Study for County Review		8		4		4		16	$3,084		$3,084
	Finalize 100% Complete Scoping Study	1	2		3		2	3	11	$1,790		$1,790
	Task 2 Total	**3**	**28**	**0**	**17**	**0**	**6**	**3**	**57**	**$11,078**		**$11,078**
3	**Feasibility Study (Optional)**											
	Consultant Meeting with County (virtual)	2	2		2				6	$1,276		$1,276
	Prepare Budget-Level Estimates for Max. Five (5) Alternatives		24		40		20		84	$14,972		$14,972
	Prepare Alternatives Matrix	1	8		16				25	$4,634		$4,634
	Prepare 90% Complete Feasibility Study	2	12		24		12		50	$8,936		$8,936
	Prepare 100% Complete Feasibility Study	1	6		12		4		23	$4,158		$4,158
	Task 3 Total	**6**	**52**	**0**	**94**	**0**	**36**	**0**	**188**	**$33,976**		**$33,976**
4	**Project Management and Administration**	1.5	5.5	1.5	8	5	8	8	37.5	$5,980		$5,980
	Task 4 Total	**1.5**	**5.5**	**1.5**	**8**	**5**	**8**	**8**	**37.5**	**$5,980**		**$5,980**
	TOTALS WITHOUT TASK 3 (OPTIONAL)	**10.5**	**136.5**	**1.5**	**52**	**5**	**22**	**17**	**244.5**	**$37,112**		**$48,190**
	TOTAL FEE ALL TASKS	**16.5**	**188.5**	**1.5**	**146**	**5**	**58**	**17**	**432.5**	**$82,166**	**$0**	**$82,166**

Attachment: Black Water Task Order No. 2 (RES-2023-273 : Approve Task Order No. 2 with Black Water Consulting Engineers for a MID

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Task Order No. 3 with Black Water Consulting Engineers for Coulterville Water Improvements

---

RECOMMENDATION AND JUSTIFICATION:
Approve Task Order No. 3 with Black Water Consulting Engineers for Coulterville Drought Relief Project Design Services in the Amount Not to Exceed $263,397; and Authorize the Board of Supervisors Chair to Sign the Task Order.

Work includes constructing a second well and rehabilitating the tank. A second well ensures continuous water supply in the event one well fails or requires maintenance. This is an important step in making the system more cost-effective by reducing the need for emergency repairs. A second well also acts as a backup in case of contamination and increases capacity during fluctuations in demand such as fires.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On February 21, 2023, the Board adopted Resolution 2023-03 accepting the Small Community Drought Relief Grant from DWR.

On December 20, 2022, the Board adopted Resolution 2022-725 approving an On Call Contract with Black Water Consulting Engineers for Water and Wastewater Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and staff will need to find an alternative project delivery method. The Project must be completed by 2025.

FINANCIAL IMPACT:
Project is budgeted in Fund 5578 Coulterville Proposition 1 Water System. The State grant covers 100% of the design costs.

ATTACHMENTS:
Black Water Task Order No. 3 (PDF)

County Service Area 1M 2023-4

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

Mariposa County
Department of Public Works

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

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

TASK ORDER FOR SERVICES

Black Water Task Order No. 3 Date: _____

Authority
This task order is issued under the authority of the 12/20/22 Professional Service Agreement (2022-725) between Mariposa County ('County') and Black Water Consulting Engineers ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall provide design services for the Coulterville Drought Relief Project. The purpose of the project is to provide a secondary source of potable water for the community as required by the State. Work includes Information Collection and Review, Design, Project Management and Administration, Bidding and Construction Support

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation Total Payment for this work is not to exceed $263,397.

Funding Source 5578-350-70321
Payment Schedule Monthly

Notice to Proceed The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Black Water Consulting Engineers

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Black Water Task Order No. 3 (CSA1M-2023-4 : Approve Task Order No. 3 with Black Water Consulting Engineers for Coulterville

BLACKWATER CONSULTING ENGINEERS

Mariposa County On-Call Services

Task Order No. 3
Coulterville Water System Improvements Project

Scope of Work

This Scope of Work includes planning, design, and construction documents for a new community water well and dedicated transmission line to existing and proposed new steel water tanks for the community of Coulterville in Mariposa County. This scope also includes an evaluation of the recent dive inspection of the existing tank's interior to include recommendations, plans, and specifications for any rehabilitation necessary.

Black Water understands that the desired location of the proposed water well is at an existing school site with a desired well production rate of 100gpm. A new steel water storage tank is to be constructed near the existing 200,000 steel water storage tank. A properly sized dedicated transmission line is to be designed and constructed from the well site to the tank site along an acceptable pipe route that preferably avoids the cemetery. The distance between the proposed well site and the tank is approximately 900 feet, and it is anticipated that the minimum required length of 1,200 feet of transmission line required. Bidding support and construction-related engineering support services are also included as part of this proposal. The desired constructed project completion date is November, 2024.

Task 1 – Information Collection and Review

Task 1.1: Review of Background Information

This task includes review of existing background data, plans, reports, record drawings, operations records, and any additional information not included with or identified in the RFP. Black Water will procure services for a topographic survey of the project area. The following information will be requested, collected, and reviewed prior to commencing with the preliminary design work:

- Background data and plan review
- Review of existing reports and maintenance records
- Utility investigations

Task 1.2: Site Visit

The Black Water design team will coordinate with County staff to schedule and conduct site reconnaissance to assess existing and potential well locations, pipe routes, existing pump station, process piping, structures, foundations, and other site features that may impact or enhance the design of the proposed improvements. Prior to conducting site reconnaissance, the design team will submit a list of questions to County staff with sufficient advance notice to prepare responses in order to plan for a productive and efficient visit. The following items will be provided with this effort:

Attachment: Black Water Task Order No. 3 (CSA1M-2023-4 : Approve Task Order No. 3 with Black Water Consulting Engineers for Coulterville

- Site visit, reconnaissance and infrastructure assessment
- Tank dive inspection report and video review
- Engineering design report summarizing tank interior and exterior assessment findings and deficiencies, recommended tank site improvements, preliminary well site location, and preliminary transmission line horizontal alignment, and other potential criteria required for the project.

The information provided through Task 1.2 will provide necessary information and therefore guide the planning and development of the project.

Task 1.3: Topographic Survey

Davis Surveys will provide topographic surveying services for the project. The survey will provide topography with one-foot contour intervals and will include the cemetery and adjacent properties, proximate main roads and tank access road, and the school site in order to assure that the most desirable pipe route between the well and tank can be easily identified. The survey will identify property boundaries and County Right-of-Way and easements.

Task 1.4: Hydrogeologic Investigation

Aegis Groundwater Consulting will perform a hydrogeological investigation to include fracture trace analysis to evaluate potential well site locations to provide the County's desired production rate of 100 gpm. The analysis will initially focus on the school site but may consider alternative locations if the school site is found to be insufficient. Aegis will also provide a water quality analysis of the proposed well following drilling, and recommendations for well drilling and construction. Please see Aggis' proposal included with this scope for more detail and recommended services not included herein.

Task 1.5: Geotechnical Investigation

The design team includes Crawford & Associates, Inc. (CAInc) for geotechnical services. CAInc will coordinate with the design team and the County to discuss project needs and schedule, review existing project data, and review published subsurface data. CAInc will mark exploratory boring locations and notify Underground Service Alert (USA). CAInc will obtain the necessary permits required to complete the geotechnical drilling. CAInc will coordinate with the County for access to the site. It is assumed that the County will provide/grant the necessary right-of-entry to the exploration locations.

Two soil borings are proposed to be completed at the site; one boring to a depth ranging from 15-30 feet below ground surface (bgs) at the proposed tank location, and one shallow boring along the access roads for R-value testing. CAInc engineer or geologist will sample and log the borings for visual soil classifications. Selected samples from the borings will be sent to the laboratory for strength and classification testing. The borings will be backfilled per County requirements.

CAInc will perform analysis and prepare a Geotechnical Memorandum containing the following:

- Scope of work;

Attachment: Black Water Task Order No. 3 (CSA1M-2023-4 : Approve Task Order No. 3 with Black Water Consulting Engineers for Coulterville

- Project description;
- Subsurface conditions including ground water measurements;
- Soil corrosion potential;
- CBC seismic design parameters;
- Recommendations for grading, including ground preparation, materials excavation, stability, and placement;
- Shallow foundation recommendations for the structure(s) including allowable bearing capacity, settlement estimates, skin friction and passive soil pressure to resist lateral movement, and minimum installation depth and width;
- Pavement section recommendations based on traffic indexes (TIs) provided by the County;
- Limitations;
- Vicinity Map and Site Plan with boring locations;
- Boring logs with laboratory test results.

CAInc assumes the following:

- Auger cuttings will be disposed of at the site
- No rights of entries will be required for fieldwork
- County will approve boring locations based on their understanding of the onsite utilities

Task 1.6: Existing Tank Assessment

Black Water will assess the exterior of the tank, including the exterior roof and fixtures and will include details in the engineering design report summarizing both the recently performed dive inspection findings as well as the exterior assessment findings and recommendations. As amenable with the County, the recommendations will be incorporated into the construction documents to be addressed by the contractor during construction. Black Water will schedule construction items such that the existing tank will not be emptied for rehabilitation work until the new tank has been constructed, tested, approved and put online in order to maintain uninterrupted continuity of water system service to customers.

Task 1 Deliverables: Inquires to County Staff prior to site visit, engineering design report, topographic survey, and geotechnical memorandum.

Task 2 – Design

The goal of this phase is to complete engineering services through 30-, 90-, and 100-percent design. This task will include 30- and 90-percent submittals and 100-percent final documents incorporating agency review comments. The 100-percent final documents will be a bid ready set of documents including all civil, mechanical layout drawings, piping, process and instrumentation diagrams (P&IDs), electrical single line diagrams, control descriptions, and technical specifications. Black Water has teamed with HCS Engineering, Inc. for electrical design services.

Attachment: Black Water Task Order No. 3 (CSA1M-2023-4 : Approve Task Order No. 3 with Black Water Consulting Engineers for Coulterville

BLACK WATER CONSULTING ENGINEERS

Attachment: Black Water Task Order No. 3 (CSA1M-2023-4 : Approve Task Order No. 3 with Black Water Consulting Engineers for Coulterville

Task 2.1: 30-Percent Design

Hydraulic analysis, civil site layout and access, security, grading and drainage. The 30-percent design will address the following design parameters pertaining to the tank rehabilitation and site improvements for the project:

- Well siting
- System hydraulic analysis including well pump sizing and booster pump station performance
- Preliminary pipeline sizing and horizontal alignment
- Identification of any easements necessary
- Rehabilitation requirements for the existing tank including materials, coatings, and aesthetics
- Tank level and flow control (including instrumentation and alarms)
- Electrical requirements and availability
- Pipe and valve sizing, materials, and coatings
- Site grading and paving limits, including site access
- Site piping layout
- Operational scenarios for tank fill and distribution

The 30-Percent Drawings and Specifications will include the following:

- Preliminary list of drawings
- Draft list of specifications
- Pipeline route plan view
- Draft process flow diagrams
- Draft process and instrumentation diagrams (P&IDs)
- Draft mechanical equipment layouts
- Draft electrical equipment layouts
- Draft tank rehabilitation plans
- Draft demolition plan (if necessary)
- Draft construction sequencing plan
- Preliminary engineer's estimate of probable construction cost

Task 2.1 Deliverables: Draft plans and specifications (30-percent design level) will be delivered via electronic submittal in PDF format.

Task 2.2: 90-Percent Design

Based on comments received from the County on the 30-Percent Preliminary Design, Black Water will prepare 90-Percent Drawings and Specifications. The Drawings and Specifications will include the following:

- Updated engineering design report
- Pipeline plan and profile
- Updated process flow diagram
- Updated control narratives

- Updated P&IDs
- Updated list of specifications
- Updated specifications for major equipment items
- Updated civil site layouts
- Updated mechanical equipment layouts
- Updated electrical site layouts
- Updated single line diagrams
- Updated electrical equipment layouts
- Updated pipeline plan and profiles
- Updated demolition plan (if necessary)
- Updated access road grading and site plan
- Updated construction sequencing plan

Task 2.2 Deliverables: Final engineering design report, plans and specifications (90-percent design level) will be delivered via electronic submittal in PDF format.

Task 2.3: 100-Percent Design

Based on comments received from the County on the 90-Percent Drawings and Specifications, Black Water will prepare the 100-Percent Drawings and Specifications for use as construction documents. The 100-Percent Drawings and Specifications will include the following:

- Final design criteria
- Final process flow diagram
- Final control narratives
- Final P&IDs
- Final Specifications
- Final civil site layouts
- Final mechanical equipment piping design plans and sections
- Final electrical equipment and site layouts
- Final single line diagrams
- Final pipeline plan and profiles
- Final demolition plan
- Final construction sequencing plan

Preparation of Engineer's Estimate of Probable Construction Cost: Concurrent with completion and submittal of the 100-percent Plans and Specifications, a probable cost estimate will be prepared for the project. This probable cost estimate will include design, construction, construction management, administrative, and other elements.

Task 2 Deliverables: Engineering design report and 30-, 90- Percent Drawings and Specifications submitted electronic format. 100-Percent Drawings and Specifications submitted electronic format. Hard copy format of drawings can be provided as requested. Estimate of probable construction cost.

Attachment: Black Water Task Order No. 3 (CSA1M-2023-4 : Approve Task Order No. 3 with Black Water Consulting Engineers for Coulterville

BLACK WATER CONSULTING ENGINEERS

Attachment: Black Water Task Order No. 3 (CSA1M-2023-4 : Approve Task Order No. 3 with Black Water Consulting Engineers for Coulterville

Task 3 – Project Management and Administration

Nick Zaninovich, our Project Manager, will be responsible for administering the in-house and subconsultants work, developing the project work plan, maintaining the project schedule and other traditional duties of a project manager. Jeff Black will serve as the Principal-in-Charge and technical advisor overseeing QA/QC measures.

Task 3.1: Project Management and Coordination

Black Water will administer the project's in-house and subconsultant's work to maintain the project schedule and budget. This task will include tracking the progress of the work, client reporting, schedules, budgets, and deliverables.

At a minimum, Black Water will attend a kick-off meeting and one (1) progress meeting in addition to the preliminary site visit included in Task 1. Black Water will establish clear and consistent communication with the County to discuss progress of design. Black Water will attend meetings (or conference calls) with the County as needed to discuss and finalize the design. This does not include investigative and/or field meetings that Black Water will need to conduct to collect project information. Black Water will prepare and distribute all meeting agendas and meeting minutes for all project meetings as detailed below.

Task 3.2: Kick-Off and Design Meetings

Meeting that includes key staff from Mariposa County and the design team consultants to identify additional information needed from the County to assist in better understanding the parameters of the project. The meeting will establish chains of communications and decision-making procedures that will influence the project approach and schedule. The meeting will also be a forum to establish consensus for the project goals and objectives and clearly define project expectations and scope of work. A meeting will be held with County staff to review the design prior to submittal of the 90-percent design level to discuss progress, issues, solutions, and upcoming tasks.

Task 3.3: State Water Resources Control Board Permit Support

Black Water will provide necessary interfacing and communications with the State Water Resources Control Board in order to assist the County in obtaining a public water system permit amendment for new water source(s), new tank, and transmission line.

Task 3 Deliverables: Status reports via email, meeting agendas and minutes, and SWRCB permit support documents and communications.

Task 4 – Bidding and Construction Support

Task 4.1: Bidding Assistance

Black Water will assist the County with the contract bidding process. Black Water will provide responses to inquiries and Requests for Information (RFIs) from all prospective bidders, sub-contractors, vendors, or others concerning the bid documents. To ensure the project continually moves forward, Black Water will provide the following bid-phase services to assist County staff with this task.

Attachment: Black Water Task Order No. 3 (CSA1M-2023-4 : Approve Task Order No. 3 with Black Water Consulting Engineers for Coulterville

Pre-Bid Support (Pre-Bid Meeting, RFIs) – Black Water will attend a pre-bid conference with potential bidders. Black Water will assist with reviewing and providing written responses to bidder's questions/RFIs during the bid period and will prepare necessary addenda.

Bid Selection Support – As deemed necessary by the County, Black Water will assist with the review and evaluation of bids and in selecting a responsive and responsible contractor, sub-contractors, and/or suppliers.

Task 4.1 Deliverables: Responses to Inquiries and RFIs. Final bid selection recommendation.

Task 4.2 Engineering Services During Construction

Engineering services during construction will be provided that include monitoring the progress and performance of the construction contractors for conformance with contract documents.

Construction Meetings and Site Visits – Attend pre-construction meeting and other construction related meeting. Black Water will receive and respond to design questions from the contractor. Clarifications will be coordinated with the County and recorded. Consult with and advise County staff on necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of contractor's work.

Review Material and Equipment Submittals, RFIs, and Contract Documents – Review, respond, and approve as applicable: equipment submittals and shop drawings, requests for information, and product substitution. Black Water will review and markup each submittal with appropriate comments and return to the County and contractor.

Review Contractor Data and Prepare Record Drawings – Consultant will review, confirm accuracy and completeness, and prepare record drawings based upon information supplied by the contractor. Provide one set of full-size printed drawings and one set of AutoCAD drawings in PDF and AutoCAD format.

Task 4.2 Deliverables: Submittal Review Documents, RFIs and responses, and Record Drawings

Exclusions:

1. Land, right-of-way, and easement negotiation or acquisition
2. Agency permits and fees (Geotechnical permit is included in scope of work)
3. Water system regulatory agency coordination
4. Potholing
5. Public outreach
6. Environmental review/CEQA
7. Construction management and administration services

BLACKWATER CONSULTING ENGINEERS

MARIPOSA COUNTY ON-CALL SERVICES
TASK ORDER NO. 3
COULTERVILLE WATER SYSTEMS IMPROVEMENT PROJECT

April 11, 2023

level of effort - staff time

		BLACKWATER									Sub-Consultants				TOTAL
Billing Rates $/hr		250	228	198	160	150	98				Surveying	GW Hydro.	Geotech.	Electrical	
TASK	Task Activity	Principal-in-Charge	Project Manager	Associate Engineer	Assistant Engineer	Engineering Technician (CAD)	Admin.	BlackWater Total Hours	Mileage / Direct Expenses	BlackWater Fee	DS Fee	Aegis Fee	CAInc Fee	HCS Fee	Prime + Subconsultants Total Fee (Including expenses)
1	**Information Collection and Review**														
1.1	Review of Background Information	2	8		8			18		$3,604			$2,914		*$6,809*
1.2	Site Visit		8		8			16	$125	$3,242				$1,200	*$4,562*
1.3	Topographic Survey		1		1	4	1	7		$1,086	$8,200				*$10,106*
1.4	Hydrogeologic Investigation		2		4		1	7		$1,194		$3,575			*$5,127*
1.5	Geotechnical Investigation		2		4		1	7		$1,194			$14,744		*$17,412*
	Total Task 1	*2*	*21*	*0*	*25*	*4*	*3*	*41*	*$125*	*$10,320*	*$8,200*	*$3,575*	*$17,658*	*$1,200*	*$44,016*
2	**Design**														
2.1	Engineering Design Report	1	12		24		1			$6,924					$6,924
2.2	30% Design Documents	2	48		80	100	4	234		$39,636			$4,820	$1,500	$46,588
2.3	90% Design Documents	2	72		120	160	4	358		$60,508		$2,850		$3,300	$67,273
2.4	100% Final Design Documents	2	30		30	40	8	110		$18,924		$1,250		$1,000	$21,399
	Total Task 2	*6*	*150*	*0*	*230*	*300*	*16*	702	*$0*	*$125,992*	*$0*	*$4,100*	*$4,820*	*$5,800*	*$142,184*
3	**Project Management and Administration**														
3.1	Project Management and Coordination	2	60		54		16	132		$24,388			$2,000		$26,588
3.2	Kick-Off Meeting and Design Progress Meetings	6	16		8		4	34		$6,820					$6,820
3.3	SWRCB Permit Support	1	24		40		4	69		$12,514					$12,514
	Total Task 3	*9*	*100*	*0*	*102*	*0*	*24*	166		*$31,208*	*$0*	*$0*	*$2,000*	*$0*	*$45,922*
4	**Bidding and Construction Support**														
4.1	Bidding Assistance	1	40		40		2	83	$125	$16,104				$400	$16,544
4.2	Engineering Services During Construction	1	24		40	8	4	77	$125	$13,852				$800	$14,732
	Total Task 4	*2*	*64*	*0*	*80*	*8*	*6*	*160*	*$250*	*$29,955*	*$0*	*$0*	*$0*	*$1,200*	*$31,275*
	TOTALS	**19**	**335**	**-**	**437**	**312**	**49**	**1,069**	**375**	**197,475**	**8,200**	**7,675**	**24,478**	**8,200**	**263,397**

Notes:
1. Black Water will discuss and/or negotiate with the Client any scope or fee item shown on this proposal.
2. Subconsultant work is charged at cost plus 10 percent.
3. Subconsultants used during design and construction include: Surveying, hydrogeologic, electrical, and geotechnical.
4. Mileage will be charged at the current IRS rate. Direct expenses charged at cost plus 10%.

Attachment: Black Water Task Order No. 3 (CSA1M-2023-4 : Approve Task Order No. 3 with Black Water Consulting Engineers for Coulterville

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-274

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action Transferring Public Works Funds to Fleet Maintenance - Fund 7700 ($180,000)

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Transferring Public Works General Funds into Fleet Maintenance - Fund 7700 ($180,000)

The Fleet Maintenance budget is experiencing a categorical shortfall in services and supplies and requires assistance from multiple Public Works general fund budgets to maintain services to the County through the end of the fiscal year.

Although the shortfall is attributable to several economic factors, the primary driver of expenditure overruns is the dramatic increase in parts, supplies, and outside services. For example, the pre-pandemic cost to replace the windshield for an Equinox was $200.00; today the price is $915.00. Expenditures in the service and supplies category through the second week of April are at 99%.

To offset escalating costs, Fleet Maintenance is conducting a study to determine the appropriate per-mile rate charge to county departments.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In the past, the Board has approved these transfers within the Public Works Department budget.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The consequences of negative action will preclude the Auditor from paying invoice once the fund goes over budget and cash is depleted.

FINANCIAL IMPACT:
None

ATTACHMENTS:
Budget Action - FY22-23 Fund 7700 Xfr In $180k (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	128	60132	Maintenance - Bldgs & Improvements			$7,000
1001	128	80111	Transfer Out - General		$7,000	
1001	304	51111	Salaries			$10,000
1001	304	51112	Extra Help			$5,000
1001	304	60191	Memberships			$500
1001	304	60431	Software			$4,000
1001	304	80111	Transfer Out - General		$19,500	
1001	313	51112	Extra Help			$15,000
1001	313	80111	Transfer Out - General		$15,000	
1001	317	51112	Extra Help			$12,000
1001	317	51115	Overtime			$5,000
1001	317	80111	Transfer Out - General		$17,000	
1001	350	51111	Salaries			$102,000
1001	350	51112	Extra Help			$17,000
1001	350	60621	County Vehicle			$2,500
1001	350	80111	Transfer Out - General		$121,500	
7700	170	49101	Transfer In - General		($180,000)	
7700	170	60131	Maintenance - Equipment		$120,000	
7700	170	60314	Vehicle Repair Services		$60,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$180,000	$180,000

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

JUSTIFICATION: Transfers to Fleet Maintenance

DEPT HEAD SIGNATURE _____ DATE: 5/9/23

APPROVED BY RES NO. _____ CLERK _____ DATE

700 Fleet Maintenance

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY22-23 Fund 7700 Xfr In $180k (RES-2023-274 : Approve Budget Action Transferring Public Works Funds to Fleet

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-275

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Authorize an Increase of Extra Help Hours to 1,300 at Solid Waste

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RECOMMENDATION AND JUSTIFICATION:
Authorize an Increase from 999 to 1,3000 Extra Help Hours for Two Maintenance Worker I/II Staff in the Solid Waste Division of the Public Works Department.

The increase in hours will help relieve the strain at the Mariposa Landfill and allow the Don Pedro Transfer Station to continue operating with experienced staff.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved the increase of Extra-Help hours.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. There will be additional overtime expenses.

FINANCIAL IMPACT:
There are sufficient funds budgeted in the Solid Waste Division to pay for this request. Approval of this request will avoid additional overtime expense.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 14107

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Proclaim May 21 through 27, 2023, as "Public Works Week"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Week of May 21-27, 2023, as "Public Works Week"

National Public Works Week is a celebration of the tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works. Instituted as a public education campaign by the American Public Works Association (APWA) in 1960, National Public Works Week calls attention to the importance of public works in community life. The Week seeks to enhance the prestige of the often-unsung heroes of our Public Works Department professionals who serve the public daily with quiet dedication.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has a history of recognizing outstanding effort and accomplishment that contributes to the quality of life in Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the proclamation. Miss the opportunity to recognize Staff.

ATTACHMENTS:
Public Works Week (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

The Mariposa County Board of Supervisors
proclaims

The Week of May 21-27, 2023
as
"Public Works Week"

WHEREAS PUBLIC WORKS professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Mariposa County; and

WHEREAS PUBLIC WORKS personnel in Mariposa County are involved in the maintenance, planning, design, and construction of streets, transportation, facilities, parks, playfields, public buildings, storm drains, solid waste and recycling operations, airport operations, cemetery operations, right of way management, and emergency planning and response; and

WHEREAS it is in the public interest for the citizens and civic leaders of Mariposa County to have knowledge and understanding of the importance of **PUBLIC WORKS**, and

WHEREAS the year 2022 marks the 63rd annual National "**PUBLIC WORKS WEEK"** sponsored by the American Public Works Association/Canadian Public Works Association.

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 21st to 27th, 2023 as **"PUBLIC WORKS WEEK"** and urges all citizens to join with representatives of the American Public Work Association in paying tribute to our **PUBLIC WORKS** professionals, engineers and employees who substantially contribute to our community, State, and national health, safety, and quality of life.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County on this 16th day of May 2023 by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

Attachment: Public Works Week (2023-67 : Proclaim May 21 through 27, 2023, as "Public Works Week")

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-276

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve 2023-2026 Participation Agreement with Department of Health Care Services

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RECOMMENDATION AND JUSTIFICATION:
Approve a Participation Agreement with the California Department of Health Care Services (DHCS) for Mariposa County to participate in the Medi-Cal County Inmate Program (MCIP); Approve the Medi-Cal County Inmate Program Agreement for Administrative Services; and Authorize the Board of Supervisors Chair to Sign both Agreements.

MCIP allows the Medi-Cal providers to directly bill DHCS for MCIP services and DHCS will reimburse the Medi-Cal providers at their applicable Medi-Cal rate for the services rendered, to the extent the Federal Financial Participation (FFP) is available.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has approved a similar Participation Agreements with the State of California.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved, the Mariposa County Sheriff's Office will continue to pay for inmate medical expenses, however, Mariposa County will see no potential savings supported by this program Agreement.

FINANCIAL IMPACT:
MCIP Administrative Services nonfederal share for Mariposa County FY 2024-2026 is regulated by California Welfare and Institutions Code and Government Code which specifies both the total federally claimable cost and the nonfederal share of the total cost, for payments DHCS has made to providers. The identified nonfederal share amount is the resposibility of Mariposa County.

ATTACHMENTS:
Medi Cal Inmate 23-26 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

State of California—Health and Human Services Agency
Department of Health Care Services
Medi-Cal County Inmate Program (MCIP)
Participation Agreement 23-MCIPMARIPOSA-22

County Name: Mariposa

ARTICLE I – STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) between the Department of Health Care Services (DHCS) and the County of Mariposa (County) is to permit the County to voluntarily participate in the Medi-Cal County Inmate Program (MCIP).

ARTICLE II - AUTHORITY

This PA is authorized by Welfare and Institutions Code sections 14053.7, 14053.8, and Penal Code section 5072.

ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT

1. This PA is effective on July 1, 2023.

2. This PA will remain in effect until terminated by either party pursuant to and in accordance with the requirements and conditions set forth in this PA.

3. Termination Without Cause:
   Either party may terminate this PA without cause, and terminate the participation of the County in MCIP by issuing at least a 30 day prior written notification to the other party of the intent to terminate. Notice of termination shall result in the County's immediate withdrawal from MCIP on the termination date and exclusion from further participation in MCIP unless and until such time as the County's participation is reinstated by DHCS in MCIP. The County shall remain obligated to pay for the non-federal share of all MCIP services provided to the County.

4. Termination With Cause:
   If the County fails to comply with any of the terms of this PA, DHCS may terminate this PA for cause effective immediately by providing written notice to the County's representative listed in ARTICLE IV. Furthermore, DHCS may terminate this PA for cause if DHCS determines that the County does not meet the requirements for participation in MCIP, the County has not submitted a valid reimbursement claim, or that the County is unable to certify that the claims are eligible for federal funds. Termination for cause will result in the County's immediate withdrawal and exclusion from further participation in the MCIP.

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The conviction of an employee, subcontractor, or authorized agent of the County, or of an employee or authorized agent of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee, agent, or subcontractor, or employee or agent of a subcontractor, from participation in MCIP. Failure of the County to exclude a convicted individual from participation in MCIP shall constitute a breach of this agreement for which DHCS may terminate this PA.

DHCS may terminate this PA in the event that DHCS determines that the County, or any employee or contractor working with the County has violated the laws, regulations or rules governing MCIP.

In cases where DHCS determines in its sole discretion that the health and welfare of Medi-Cal beneficiaries or the public is jeopardized by continuation of this PA, this PA shall be terminated effective the date that DHCS made such determination. After termination of the PA, any overpayment must be returned to DHCS pursuant to Welfare and Institutions Code sections 14176 and 14177.

Finally, this PA will terminate automatically upon the termination of the County's MCIP Administrative Service Agreement.

ARTICLE IV – PROJECT REPRESENTATIVES

Uma De Silva, Chief
County-Based Claiming and Inmate Services Section
Telephone: (916) 345-7934
Fax: (916) 324-0738
E-Mail: Uma.DeSilva@dhcs.ca.gov

Direct all inquiries and notices to:

Inmates Medi-Cal Claiming Unit
Local Governmental Financing Division
1501 Capitol Ave., MS 2628
P.O. Box 997436
Sacramento, CA 95899-7436
Telephone: (916) 345-7895
E-Mail: DHCSIMCU@dhcs.ca.gov

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when delivered to the project representatives identified above.

ARTICLE V – PAYMENT TERMS AND INVOICING

1. The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP services listed in Article VII, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, Government Code sections 26605.6, 26605.7, and

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26605.8, and Penal Code 5072 within 60 days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost and the nonfederal share of the total cost, for payments DHCS has made to providers. The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process as outlined specifically for Designated Public Hospitals (DPHs). The County shall not reimburse DHCS for the nonfederal share of services as Certified Public Expenditures (CPEs) of DPHs.

2. DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.

   If after comparing its owed nonfederal share to payments actually made, the County has overpaid DHCS, and the amount is undisputed DHCS shall refund the overpayment to the County within 180 days of receipt of an invoice containing the same information from the County. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS.

3. DPHs, in MCIP participating counties may submit claims and follow the CPE process which includes a pricing methodology established on an annual basis. These DPHs are paid using Federal Financial Participation (FFP) only.

ARTICLE VI – COUNTY RESPONSIBILITIES

1. Except as provided in subdivision (f.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS.

   a. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for Medi-Cal beneficiaries. Such additional amounts shall be paid entirely with county funds, and shall not be eligible for Social Security Act Title XIX FFP.

   b. If DHCS pays the Medi-Cal provider more than what the County would have paid for services rendered, the County cannot request and receive the difference from the Medi-Cal provider.

   c. If the County would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the County is still obligated to reimburse DHCS for the nonfederal share of DHCS' payment for the MCIP services.

   d. In the event that FFP is not available for any MCIP service claimed pursuant to this PA, the County shall be solely responsible for arranging and paying for the MCIP service.

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e. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred including the application of any federal payment limit that reduces the amount of FFP available then DHCS shall seek the overpayment amount from the provider, return the collected FFP to CMS, and return the collected nonfederal share to the County. In the event that DHCS cannot recover the overpayment from the Medi-Cal provider, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that Section 1903(d)(2)(D) of the Social Security Act is found not to apply.

f. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.

2. If CMS determines DHCS claimed a higher Federal Medical Assistance Percentage (FMAP) rate than is allowed and FFP is reduced by CMS then the County shall hold DHCS harmless for the return of the FFP to CMS.

3. Upon the County's compliance with all applicable provisions in this PA and applicable laws, the County may send its MCIP-eligible beneficiaries to Medi-Cal providers to receive MCIP services.

4. The County understands and agrees that the overall nature of the medical facilities in which an inmate receives medical services must be one of community interaction such that members of the general public may be admitted to receive services and admission into the medical facility or into specific beds within the facility is not limited to individuals under the responsibility of a correctional facility, and that inmates are admitted to specific medical units not based on their status as inmates of a correctional institution, but rather on their treatment needs and plan of care.

5. Ensure that an appropriate audit trail exists within records and accounting system and maintain expenditure data as indicated in this PA.

6. The County agrees to provide to DHCS or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA.

7. In the event of any federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within 14 days.

8. The County shall assist with the completion and delivery of completed Medi-Cal applications to the County Welfare Department within 90 days after the date of admission of the beneficiary to a Medi-Cal provider off of the grounds of the County correctional facility resulting in an expected stay of more than 24 hours.

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9. As a condition of participation in MCIP, and in recognition of revenue generated by MCIP, the County shall pay annual administrative costs directly to DHCS.

   a. The annual administrative costs payment shall be used to cover DHCS' administrative costs associated with MCIP, including, but not limited to, claims processing, technical assistance, and monitoring. DHCS shall determine and report staffing requirements upon which projected costs will be based.

   b. The amount of the administrative costs shall be based upon the anticipated state salaries, benefits, operating expenses, and equipment necessary to administer MCIP and other costs related to that process.

   c. The County shall enter in to a separate agreement with DHCS to reimburse DHCS for the administrative costs of administering MCIP.

ARTICLE VII – DHCS RESPONSIBILITIES

1. DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP eligible beneficiaries and seek FFP for these service claims. DHCS shall be responsible to pay such Medi-Cal providers only to the extent the County commits to reimburse DHCS for the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and obtained by DHCS for the MCIP service claims.

2. DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific MCIP-eligible beneficiary treated, the MCIP-eligible beneficiaries aid code, and the specific provider billing.

3. DHCS shall submit claims in a timely manner to CMS to draw down FFP and shall distribute FFP for all eligible claims.

4. DHCS shall:

   a. Ensure that an appropriate audit trail exists within records and accounting system and maintain expenditure data as indicated in this PA.

   b. Designate a person to act as liaison with the County concerning issues arising under this PA. This person shall be identified to the County's contact person for this PA.

   c. Provide a written response by email or mail to the County's contact person within 30 days of receiving a written request for information related to MCIP.

   d. With each quarterly cost invoice, provide a paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible beneficiaries. This analysis shall be used to determine the amount of the non-federal share that the County is obligated to pay under this PA.

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5. Should the services to be performed under this PA conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.

6. DHCS' cessation of any activities due to federal Medicaid responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP services incurred by DHCS in connection with this PA for periods in which the County participated in MCIP.

7. DHCS agrees to provide to the County, or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA.

ARTICLE VIII – FISCAL PROVISIONS

1. DHCS will invoice the County quarterly at the address indicated in ARTICLE IV. Each invoice shall include the agreement number and supporting documentation for the previous quarter's paid claims.

2. Counties are required to sign and submit the MCIP Certification and Hold Harmless by an authorized county representative to DHCS annually to ensure the County is providing efficient oversight of federal expenditures.

ARTICLE IX – BUDGET CONTIGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for MCIP, this PA shall be of no further force and effect. In this event, the DHCS shall have no liability to pay any funds whatsoever to the County or to furnish any other considerations under the PA and the County shall not be obligated to perform any provisions of this PA.

2. If funding for any SFY is reduced or deleted by the State Budget Act for purposes of MCIP, DHCS shall have the option to either cancel this PA, with no liability occurring to DHCS, or offer an agreement amendment to the County to reflect the reduced amount.

ARTICLE X – LIMITATION OF STATE LIABILITY

1. In the event of a federal audit disallowance, the County shall cooperate with DHCS in replying to and complying with any federal audit exception related to MCIP. The County shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA. The County shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand from DHCS.

2. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this

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PA, DHCS shall recoup from the Medi-Cal provider, upon written notice of 60 days after the completion of an audit or other examination that results in the discovery of an overpayment per Welfare and Institutions Code section14172.5), amounts equal to the amount of the disallowance and interest in that state fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS.

ARTICLE XI – AMENDMENT

1. This PA and any exhibits attached hereto, along with the MCIP Administrative Agreement shall constitute the entire agreement among the parties regarding MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to MCIP and may be amended only by a written amendment to this PA.

2. Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA.

ARTICLE XII – GENERAL PROVISIONS

1. None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by any person not a party to this PA.

2. The interpretation and performance of this PA shall be governed by the State of California. The venue shall lie only in counties in which the California Attorney General maintains an office.

   DHCS and the County shall maintain and preserve all records relating to this PA for a period of three years from DHCS' receipt of the last payment of FFP or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this PA, or in state or federal law.

ARTICLE XIII – INDEMNIFICATION

It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the County, its officers, employees, or agents.

ARTICLE XIV – AVOIDANCE OF CONFLICTS OF INTEREST

The County is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022, and Article 1.1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

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ARTICLE XV – CONFIDENTIALITY

The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; and 22 California Code of Regulations, section 51009; and, the Business Associates Agreement hereby incorporated by reference.

ARTICLE XVI – ALTERNATIVE FORMATTING

1. The County assures the state that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

2. County will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

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Medi-Cal County Inmate Program Participation Agreement 23-MCIPMARIPOSA-22
County: Mariposa

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

County Name: Mariposa

Miles Menetrey
Name of Authorized Representative
(Person legally authorized to bind contracts for the County)

Chair of Board of Supervisors
Title of Authorized Representative

_____
Signature of Authorized Representative

_____
Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

_____
Signature of the DHCS Authorized Representative

_____
Typed or Printed Name of the DHCS Authorized Representative

_____
Typed or Printed Title of the DHCS Authorized Representative

_____
Date

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MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT FOR ADMINISTRATIVE SERVICES

1. Intent of Agreement

This Reimbursement for Administrative Costs for the Medi-Cal Inmate Program (MCIP) Agreement (Agreement) is intended to reimburse the California Department of Health Care Services (DHCS) for its administrative costs associated with the MCIP as further detailed below and in Schedule A attached hereto.

2. Parties

The parties to this Agreement are DHCS and the County of Mariposa (County).

3. Authority

A. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to Welfare and Institutions Code section 14100.1.

B. This Agreement is authorized by Welfare and Institutions Code sections 14053.7 and 14053.8 and Penal Code section 5072.

4. Term of the Agreement

The term of this Agreement shall be from July 1, 2023 through and including June 30, 2026.

5. Definitions

A. The term “Certified Public Expenditure Process” or “CPE Process” means the process established for Medi-Cal under state law (including but not limited to Welfare and Institutions Code section 14166.1, et seq.), the California Medi-Cal State Plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim Federal Financial Participation (FFP) for allowable expenditures.

B. The term “days” as used in this Agreement shall mean calendar days unless specified otherwise.

C. The term “Demonstration Project” means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015 and any successor demonstration projects.

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D. The term "Designated Public Hospital" is defined as set forth in the Demonstration Project, and codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and may be modified from time to time.

E. The term "Inmate" as used in this Agreement includes persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) "Juvenile Inmate," and Government Code sections 26605.6(a) "Prisoner," 26605.7(a) "Prisoner" and (d)(1) "Probationer," and 26605.8 "Prisoner" and "Probationer."

F. The term "MCIP" or "Medi-Cal County Inmate Program" contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.

G. "MCIP Administrative Services" means the administrative services provided by DHCS personnel for the administration of MCIP.

H. "Medi-Cal provider" means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.

I. The State Fiscal Year (SFY) begins on July 1st of each calendar year and ends on June 30th in the subsequent calendar year.

6. Maximum Payable Amount

The amount that the County shall be obligated to pay for MCIP administrative services rendered under this Agreement shall not exceed its share of the nonfederal share of DHCS administrative costs. The maximum payable amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed $330.67 which shall be based on a methodology specified in Addendum A.

A. The maximum payable amount shall be further subject to the allocated State Fiscal Year's (SFY's) annual limits not to exceed:

$101.86 for July 1, 2023, through and including June 30, 2024
$110.01 for July 1, 2024, through and including June 30, 2025
$118.81 for July 1, 2025, through and including June 30, 2026

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For future contract periods not covered under this Agreement, the maximum payable amount shall be determined through a new Agreement or an amendment to this Agreement.

7. Contact Persons

Any notice, request, demand, or other communication required or permitted hereunder, shall be deemed to be properly given when furnished in writing to the following:

A. In the case of the County to:

Jacob Bobman, Captain
County of Mariposa
P.O. Box 727
Mariposa, CA 95338

Or to such person or address as the County may furnish in writing to DHCS.

B. In the case of DHCS to:

California Department of Health Care Services
Local Governmental Financing Division
County Based Claiming & Inmate Services Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 2628
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or to the County.

8. Payment Terms and Invoicing

A. General Terms

1. DHCS shall submit an annual invoice to the County for the County's apportioned share of the nonfederal share of the MCIP administrative services for the period billed.

2. The County shall pay DHCS for the County's apportioned share of the nonfederal share of MCIP administrative services which shall be based on a methodology specified in Addendum A within 60 days of receipt of an invoice.

3. Failure by the County to timely pay DHCS shall constitute a material breach of this Agreement which, at DHCS' discretion, may result in termination of

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both this Agreement and the MCIP Evergreen Provider Agreement (PA) by DHCS. The County may cure such breach by rendering payment of the amount owed to DHCS three days prior to the termination of this Agreement or the PA.

4. The County shall not make payments for any invoice or portion thereof exceeding the respective maximum payable amount. Payment for any MCIP administrative services rendered by DHCS exceeding the respective maximum payable amount shall require an amendment. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate both the Agreement and the PA.

5. Payments shall be sent to DHCS at the following address, or such other address as DHCS may specify in writing:

   California Department of Health Care Services
   Local Governmental Financing Division
   County Based Claiming & Inmate Services Section
   Attn: Inmate Medi-Cal Claiming Unit
   1501 Capitol Avenue, MS 2628
   P.O. Box 997436
   Sacramento, CA 95899-7436

9. DHCS Responsibilities

A. MCIP Administrative Services

1. DHCS shall administer MCIP and this Agreement for the purpose of claiming federal reimbursement for MCIP services. It is understood by both parties that other administrative activities remain the responsibility of the County.

2. DHCS shall maintain accounting records for personnel services at a level of detail as described in Schedule A. Additionally, these records must identify any equipment and all related operating expenses.

3. DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The annual invoice for reimbursement shall identify the following summarized categories of DHCS' costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage (FMAP) applicable to such administrative costs subject to the limit on the amount reimbursable by the County. The maximum payable amount shall

not exceed the County's apportioned share, which shall be based on a methodology specified in Addendum A.

B. General Responsibilities

1. Should the scope of work for this Agreement conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.

2. DHCS' cessation of any activities due to federal Medicaid responsibilities does not relinquish the obligation of the County to reimburse DHCS for administrative costs incurred by DHCS in connection with this Agreement for periods in which the County participated in MCIP.

3. DHCS agrees to provide to the County, or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, regulations, and this Agreement.

10. County Responsibilities

A. MCIP Administrative Services

1. As a condition of participation, the County accepts responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A.

2. The County shall reimburse DHCS its allotted portion of the nonfederal share of funding allocated for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, one (1) FTE Health Program Specialist I, one (1) FTE Staff Services Analyst/Associate Governmental Program Analyst, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement.

3. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its MCIP eligible beneficiaries.

B. General Responsibilities

1. Upon compliance with all applicable provisions of this Agreement and applicable laws, the County may send its MCIP eligible beneficiaries to Medi-Cal providers to receive MCIP services.

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2. The County shall reimburse DHCS pursuant to Paragraph A with funds from the County's General Fund, or from any other funds allowed under federal law and regulation.

3. In the event of a federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen days.

11. Amendments

Amendments to this Agreement shall be in writing signed by the parties to this Agreement, and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any changes made to the contact persons identified in Article 7may be made by written communication, e-mail to the other contact person or persons and without formal amendment.

12. Termination and Agreement Disputes

A. This Agreement may be terminated by either party upon written notice given at least 30 days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 7. The County shall remain obligated after the termination date to pay for all MCIP administrative costs incurred by DHCS for periods in which the County participated in the MCIP.

B. This Agreement shall terminate upon cessation of the MCIP. The County shall remain obligated after the termination date to pay for all of the County's apportioned share of MCIP administrative costs incurred by DHCS for periods in which the County participated in MCIP.

C. Termination of this Agreement will automatically terminate the County's MCIP Evergreen PA.

13. General Provisions

A. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.

B. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous

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sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 11, or it shall be terminated pursuant to Article 12.

C. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three years from DHCS' receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities of DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.

D. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:

1. The Americans with Disabilities Act of 1990, as amended;
2. Section 504 of the Rehabilitation Act of 1973, as amended;
3. Title XIX of the Social Security Act;
4. Welfare and Institutions Code section 14000 et seq.;
5. Government Code section 53060;
6. The California Medicaid State Plan;
7. Applicable laws and regulations related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
8. The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
9. Government Code sections 26605.6, 26605.7, and 26605.8;
10. Penal Code section 5072;
11. 42 Code of Federal Regulations; and,
12. Applicable sections of the California Code of Regulations.

E. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of

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the State of California. Venue for any action brought concerning this Agreement shall be in any county in which the Attorney General maintains an office.

F. Integration Clause.

1. This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.

2. Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 control to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

G. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 13.D.

H. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.

I. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

J. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

Attachment: Medi Cal Inmate 23-26 (RES-2023-276 : Approve 2023-2026 Participation Agreement with Department of Health Care Services)

K. Budget Contingency Clause. If funding associated with MCIP for any SFY is reduced by the State Budget Act, DHCS shall have the option to cancel this Agreement with no liability occurring to the State.

L. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; and 22 California Code of Regulations, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

Attachment: Medi Cal Inmate 23-26 (RES-2023-276 : Approve 2023-2026 Participation Agreement with Department of Health Care Services)

The signatories to this Agreement represent and warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entity.

County of Mariposa

Signature: _____

Name: Miles Menetrey

Title: Chair of the Board of Supervisors

Date: _____

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contracts Section

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment: Medi Cal Inmate 23-26 (RES-2023-276 : Approve 2023-2026 Participation Agreement with Department of Health Care Services)

Attachment: Medi Cal Inmate 23-26 (RES-2023-276 : Approve 2023-2026 Participation Agreement with Department of Health Care Services)

SCHEDULE A
SCOPE OF WORK

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS)

DHCS agrees to:

1. Calculate the actual costs for administrative accounting, policy development, and data processing maintenance activities, including the indirect costs related to the MCIP program provided by its staff, which is in accordance with the provisions of Section 1903(w) of the Social Security Act and 42 Code of Federal Regulations, part 433, subpart B.

2. Lead the development, implementation, and administration for the MCIP.

3. Submit claims for Federal Financial Participation (FFP) based on Certified Public Expenditures (CPE) from participating MCIP counties.

4. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.

5. Maintain accounting records to a level of detail that identifies the actual expenditures incurred for personnel services including salary or wages, benefits, and overhead costs for DHCS' staff. Additionally, these records will identify any equipment and all related operating expenses applicable to these positions. Records should include, but not be limited to general expense, rent and supplies for identified staff and managerial staff working specifically on activities or assignments directly related to the MCIP.

6. Ensure that an appropriate audit trail exists within DHCS' records and accounting system and maintain expenditure data as indicated in this Agreement.

7. Designate a person to act as liaison with the County for issues arising from this Agreement. This person shall be identified to the County's contact person for this Agreement.

8. Provide a written response to the County's contact person within 30 days of receiving a written request for information related to the MCIP.

9. Provide the County with accounting, program technical assistance, and training related to the MCIP.

10. Maintain an invoice tracking system for MCIP and provide a report on an annual basis.

11. Establish an annual MCIP administrative cost based on Addendum A.

12. Invoice the County on an annual basis for administrative costs.

Attachment: Medi Cal Inmate 23-26 (RES-2023-276 : Approve 2023-2026 Participation Agreement with Department of Health Care Services)

ADDENDUM A: MCIP Administrative Costs

The MCIP Administrative Contract is a three-year contract. At the beginning of each calendar year, counties have the opportunity to inform DHCS of their intent to continue participation in MCIP for the upcoming State Fiscal Year (SFY) by completing the MCIP Letter of Intent (LOI).

The methodology for calculating each county's nonfederal share of administrative costs was developed by DHCS in consultation with the California State Association of Counties, County Health Executives Association of California, California Association of Public Hospitals and Health Systems, and the California State Sheriffs' Association. The nonfederal share of administrative costs allocated to each county is based on the following:

1) 30% of the total administrative costs will be distributed evenly to participating counties over 50,000 in population. *

2) 70% of the total administrative costs will be allocated to participating counties pro-rata based on population. *

**Population data will be obtained from the California Department of Finance, Demographic Estimates*

To account for a cost of living adjustment on a yearly basis after the initial SFY of the current Agreement, DHCS will include a year over year growth factor of 8% to the maximum payable amount of the annual administrative cost for each subsequent SFY. DHCS will invoice participating counties for the nonfederal share of administrative costs annually after the close of the previous fiscal year based on actual administrative costs per the methodology above.

Attachment: Medi Cal Inmate 23-26 (RES-2023-276 : Approve 2023-2026 Participation Agreement with Department of Health Care Services)

State of California—Health and Human Services Agency
Department of Health Care Services

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

DATE: February 13, 2023
TO: County of Mariposa

SUBJECT: Medi-Cal County Inmate Program (MCIP) Contract No. 23-30031 for Administrative Services and Participation Agreement Contract No. 23-MCIPMARIPOSA-22 Term July 1, 2023 – June 30, 2026.

Enclosed for signature is the MCIP contract for administrative services along with the participation agreement for term July 1, 2023 – June 30, 2026.

The MCIP contracts must be signed by the Contractor's appropriate designee and returned to the Department of Health Care Services (DHCS) **as soon as possible upon receipt of renewal contract materials**.

The requirements for processing the enclosed amendment include the following:

- Obtain a resolution, approved board minutes, order, motion, or ordinance from your County Board of Supervisors, which **specifically** approves and authorizes execution of this contract.
- The individual authorized by the County must sign (in blue ink) two copies of both Agreements. Please ensure that the printed name and title are neatly written/typed into the appropriate boxes on the contracts (ensuring all written information is legible).
- Return the following to DHCS: ****Please do not staple any documents.****
  - **One** copy of resolution, approved board of minutes, order, motion, or ordinance (or authority documentation if signed by someone other than BOS).
  - **Two** originals signed of each Agreement. Only an original with a blue ink, wet signature will be accepted; signature stamps or seals are **not** an acceptable form of signature.
  -
- Send to:

Regular Mail & Overnight Mail
Department of Health Care Services **Contracts Division** **Attention: Rob Strom** **1501 Capitol Avenue, MS 4200** **Sacramento, CA 95814**

- Please retain a copy of the documents as a temporary record until such time you receive a copy of the executed Agreements.

Attachment: Medi Cal Inmate 23-26 (RES-2023-276 : Approve 2023-2026 Participation Agreement with Department of Health Care Services)

We appreciate working with you. If you have any questions, please email the IMCU inbox at DHCSIMCU@dhcs.ca.gov.

Sincerely,

Priscilla Molina,
AGPA
Department of Health Care Services Local Governmental Financing County Based Inmate Services Section
Inmate Medi-Cal Claiming Unit

Enclosures:

- MCIP Administrative Services Contract No. 23-30031
- Participation Agreement Contract No. 23-MCIPMARIPOSA-22

Local Governmental
Financing Division
1501 Capitol Avenue, MS4603
Sacramento, CA 95814
Internet Address: http://www.DHCS.ca.gov

Attachment: Medi Cal Inmate 23-26 (RES-2023-276 : Approve 2023-2026 Participation Agreement with Department of Health Care Services)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-277

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: FY24 Agreement for Forensic Pathology Services

RECOMMENDATION AND JUSTIFICATION:
Approve a One Year Agreement with Stanislaus County Sheriff's Office Coroner's Division for Forensic Pathology Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

The Mariposa County Sheriff's Office Coroner Division has contracted with the Stanislaus County Sheriff's Office Coroner Division for Forensic Pathology Services since 2007. The Stanislaus County Sheriff's Office Coroner Division has specially trained, experienced and competent staff to perform forensic pathology services with respect to post mortem examinations and autopsies of deceased persons.

The terms for the new contract remain the same as the previous contract.

The Mariposa County Sheriff's Office has been satisfied with the services received by the Stanislaus County Sheriff's Office and we appreciate the professional relationship we share.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has approved the past agreement that expired on June 30, 2021 with the Stanislaus County Sheriff's Office Coroner's Division.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Sheriff's Department will have to seek an alternative source for these services that may incur a higher cost.

FINANCIAL IMPACT:
Funds for services have been requested in FY24 proposed budget

ATTACHMENTS:
Stanislaus County Sheriff's Office Pathology 23-24 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

This agreement is made and entered into this July 1, 2023, by and between Stanislaus County for the benefit of its Sheriffs Department, Coroner's Division ("Contractor"), and the Mariposa County Sheriff-Coroner, ("County") and Mariposa County for the benefit of its Sheriff's Office Coroner's Division ("County").

INTRODUCTION

WHEREAS, County requires forensic pathology services with respect to postmortem examinations and autopsies of deceased persons, and Contractor has agreed to provide those services;

WHEREAS, Contractor is specially trained, experienced, and competent to perform such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK:

   1.1 The Contractor shall furnish to the County, those services and work set forth in Exhibit A, attached hereto and by reference incorporated herein.

   1.2 Services and work provided by Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. COMPENSATION:

   2.1 As sole consideration for the services rendered by Contractor, County shall pay Contractor pursuant to the provisions set forth in Exhibit A.

   2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

   2.3 County will not withhold any Federal or State income taxes, Social Security tax, Medi-Care tax or any other payroll tax or assessment from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments

Attachment: Stanislaus County Sheriff's Office Pathology 23-24 (RES-2023-277 : FY24 Agreement for Forensic Pathology Services)

on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

3. TERM:

3.1 The term of this Agreement shall be for the period beginning July 1, 2023 ending June 30, 2024, unless sooner terminated as provided below or unless some other method of time or termination is agreed upon by the parties.

3.2 In the event that either party to this Agreement shall fail to perform its obligations under this Agreement, any exhibits hereto, or any amendment, then this Agreement may be terminated at the end of ninety (90) day period which shall commence upon the date that written notice of failure to perform is mailed to the other party; provided, however that the Agreement can be reinstated if failure or performance is remedied to the satisfaction of both parties within said ninety (90) day period of time.

3.3 It is understood and agreed that the services of the board-certified forensic pathologist, approved by the Contractor will be utilized in the performance of services under this Agreement. If the Contractor is unable to provide such a board-certified forensic pathologist, said event shall constitute a failure of performance of this Agreement requiring implementation of the provisions of Section 3.2 of this Agreement and the County shall be free to Contract for such services as it deems necessary in its sole discretion and shall reduce compensation to Contractor in an amount equal to the actual cost of obtaining such service.

3.4 It is mutually agreed that if County, during any fiscal year covered by this Agreement, fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI, Section 18.

4. WORK SCHEDULE:

Contractor's obligation is to perform in a timely manner the services and work identified in Exhibit "A." It is understood by Contractor that the performance of Services and work will require a varied schedule with hours and times for completion of said services to be set by Contractor.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS:

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the terms of this Agreement,

Attachment: Stanislaus County Sheriff's Office Pathology 23-24 (RES-2023-277 : FY24 Agreement for Forensic Pathology Services)

Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include but are not limited to driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.:

Contractor will provide facilities for the performance of forensic pathology services in a manner commensurate with general standards established by pathologists in practice throughout the United States of America. Contractor will also provide dictation equipment and services compatible with transcription equipment of Contractor. County will provide, at its own expense, personnel adequate to assist Contractor in acquiring cause of death and transferring decedents to Contractor's location.

7. WORKER'S COMPENSATION:

Contractor shall provide Worker's Compensation insurance coverage in the legally required amount for all of Contractor's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code and warrants that Contractor has complied and will comply during the term of this agreement with all applicable provisions of the California Labor Code with regard to its employees.

8. STATUS OF CONTRACTOR:

8.1 All acts of Contractor, its agents, officers, employees, and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of the Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

8.2 Contractor, its agents, officers, and employees are, and at all times during the term of this agreement shall represent and conduct themselves as, independent contractors and not employees of County.

Attachment: Stanislaus County Sheriff's Office Pathology 23-24 (RES-2023-277 : FY24 Agreement for Forensic Pathology Services)

8.3 Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor pursuant to this Agreement. Contractor shall be responsible to the County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. During the term of this Agreement, Contractor is permitted to provide the same services to others as Contractor provides to County hereunder. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a County employee, right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based on upon any contention by any third party that an employee-employer relationship exists by reason of this Agreement.

9. LIABILITY AND INDEMNIFICATION:

9.1 Contractor's Obligation Contractor, its officers and employees, by this Agreement, shall not assume any liability for the direct payment of any salary or wages to any County officer or employee performing services hereunder for County, nor for the direct payment of compensation or indemnity to any County officer or employee for any injury to or illness of such officer or employee arising out of their employment by County, and Contractor, its officers and employees, by this Agreement, shall not

Attachment: Stanislaus County Sheriff's Office Pathology 23-24 (RES-2023-277 : FY24 Agreement for Forensic Pathology Services)

assume any liability for the negligent or wrongful acts or omissions of County, nor of any officer or employee thereof, or property of County, and Contractor shall hold harmless, defend and indemnify County, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of Contractor, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

9.2 County's Obligation. County, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of Contractor, nor of any officer or employee thereof, or property of Contractor, and County shall hold harmless, defend and indemnify Contractor, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of County, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

10. RECORD AUDIT:

10.1. Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connect with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes the handwriting, typewriting, printing, photostatic, photographing, any every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making an audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

11. NONDISCRIMINATION:

Attachment: Stanislaus County Sheriff's Office Pathology 23-24 (RES-2023-277 : FY24 Agreement for Forensic Pathology Services)

11.1. During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, rule, or regulation against any employee, applicant for employment, or person receiving services under this agreement because of face, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, or sex. Contractor and its agents, officers, any employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. Contractor further agrees to abide by the County's nondiscrimination policy.

12. ASSIGNMENT:

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT:

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terns of this Agreement unless this Agreement is modified as provided below.

14. NOTICE:

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the tern of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

Attachment: Stanislaus County Sheriff's Office Pathology 23-24 (RES-2023-277 : FY24 Agreement for Forensic Pathology Services)

For Contractor:
Lt Richard Gonzales
Chief Deputy Coroner
Stanislaus County Sheriff's Department
Coroner Division
921 Oakdale Road
Modesto, CA 95355
(209) 567-4480

For County:
Jeremy Briese
Sheriff
Mariposa County Sheriff's Department
5099 Old Highway N
Mariposa, CA 95338
(209) 966-3615

15. CONFLICTS:

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. SEVERABILITY:

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. NON-APPROPRIATIONS AND DEBT LIMITATION CLAUSE:

In the event County is unable to obtain funding for any year during the term of this Agreement, County shall have the right to terminate this Agreement at the conclusion of the current year and shall not be obligated to provide any additional performance under the Agreement. To the extent that any remedy provided for in the Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to a county, Contractor waives any and all right to such remedy.

19. ENTIRE AGREEMENT:

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements,

Attachment: Stanislaus County Sheriff's Office Pathology 23-24 (RES-2023-277 : FY24 Agreement for Forensic Pathology Services)

promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

20. ADVICE OF ATTORNEY:

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

21. CONSTRUCTION:

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

22. GOVERNING LAW AND VENUE:

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

Attachment: Stanislaus County Sheriff's Office Pathology 23-24 (RES-2023-277 : FY24 Agreement for Forensic Pathology Services)

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

APPROVED AS TO CONTENT:
Sheriff's Department

By: _____
Jeff Dirkse
Sheriff-Coroner

COUNTY OF MARIPOSA

By: _____
Miles Menetrey
Chairman, Board of Supervisors

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: Robert J. Taro
Robert J. Taro
Assistant County Counsel

APPROVED AS TO FORM:

By: _____
Steven W. Dahlem
County Counsel

Attachment: Stanislaus County Sheriff's Office Pathology 23-24 (RES-2023-277 : FY24 Agreement for Forensic Pathology Services)

EXHIBIT A

A. SCOPE OF WORK:

1. Contractor shall provide postmortem examinations and autopsies of decedents in cases of death which County's Coroner is required by law to conduct an inquiry into the cause and manner of death.

2. Contractor shall provide one (1) on-call Deputy Sheriff-Coroner to provide access to the Coroner's Facility outside of normal business hours. For purposes of this agreement, "normal business hours" shall be Monday through Friday from 8:00 a.m. to 5:00 p.m.

3. Contractor will provide all expert witness appearances required by Mariposa County on cases arising out of the performance of the aforementioned professional services.

4. Contractor shall provide additional services as requested by County, which may include inspection of medical records, discussion with decedent's physician and/or family, and other services as may be required by the Coroner to determine the cause and manner of death.

5. Cause of death may be determined by medical examination and blood analysis without dissection when Contractor determines that such examination and analysis is sufficient to determine the cause of death for the County's purposes.

6. Upon the concurrence of both Contractor and Mariposa County, if it is determined that a medical examination will satisfy the obligation of the County to conduct an inquiry into the cause and manner of death, then a medical examination may be substituted for an autopsy.

7. Contractor shall perform an autopsy of a deceased person when an autopsy is required in the opinion of Contractor upon consultation with the Forensic Pathologist. Said autopsies may include gross dissection, microscopic examination, and toxicological examination as determined necessary by Contractor and shall also include all additional protocols required by law.

8. Contractor shall provide written reports, for autopsies and medical examinations, to the County, in a timely manner. It is understood and agreed that Contractor will provide transcription services as necessary for the preparation of said reports at Contractor's expense. Contractor will incur responsibility for any and all costs incurred in connection with toxicology and laboratory tests and will contract independently for such services. (Outside services should be billed directly to the County).

Attachment: Stanislaus County Sheriff's Office Pathology 23-24 (RES-2023-277 : FY24 Agreement for Forensic Pathology Services)

9. Autopsies shall be conducted at such times as agreed upon by Contractor and Mariposa Coroner, but in every case as soon as practicable. Postmortem examinations, autopsies of decedents and reports pertaining to them shall be consistent with the facilities available to Contractor and the general standards established by pathologists in practice throughout the State of California.

10. County shall furnish, at his own expense, transportation to the place where a postmortem examination or autopsy is to be conducted.

11. Contractor may employ at his own expense and with the concurrence of the Sheriff-Coroner, physicians qualified by training and licensure to perform pathology services as deemed necessary to meet the needs of the County. Contractor agrees to allow the Sheriff-Coroner to perform pathology service on behalf of the County.

12. County may request Rapid DNA analysis and shall be financially responsible for the associated costs of each DNA sample provided.

13. County may request forensic dental identification and shall be financially responsible for any costs associated with post-mortem forensic dental examination.

B. COMPENSATION:

County agrees to pay Contractor and Contractor agrees to accept compensation for the services provided to this agreement as follows:

1. $2,200 per autopsy for the first one hundred (100) autopsies per contract year; and $2,500 for each autopsy in excess of one hundred (100) autopsies per contract year.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed $70,000 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

3. $460.00 for each instance Contractor is requested to unlock the Coroner's facility during non-business hours, representing a 3-hour minimum charge to compensate the time of the on-call Deputy Sheriff-Coroner. Each additional hour in excess of three (3) shall be billed at a rate of $110.50 per hour.

4. $102.50 a day storage fee for all cases brought in for storage only, with a maximum fee of $550 per case.

Attachment: Stanislaus County Sheriff's Office Pathology 23-24 (RES-2023-277 : FY24 Agreement for Forensic Pathology Services)

5. Contractor shall be paid at the rate of $300 per hour for the time expended by Contractor in making court appearances when the District Attorney requires testimony from a physician assigned to a home base outside of the County of Stanislaus. When testimony is required, from a physician assigned to the County of Stanislaus, travel time will be compensated at the rate of $300 per hour.

6. Contractor shall be compensated at a rate of $800 per inspection or medical record review.

7. Contractor shall be compensated at a rate of $500 per Rapid DNA sample analysis with a minimum of two samples or $1,000 total minimum charges.

8. Contractor shall be compensation at a rate of $825 per case for forensic dental identification.

9. Said compensation shall be paid in monthly installments. Contractor shall submit a statement for reimbursement of professional services on a monthly basis to the Sheriff of Mariposa County. County will make payment to Contractor upon approval of said statement not later than thirty (30) days from the date of receipt of the statement of services provided by Contractor.

Attachment: Stanislaus County Sheriff's Office Pathology 23-24 (RES-2023-277 : FY24 Agreement for Forensic Pathology Services)

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk · (209) 966-2007

RESOLUTION - ACTION REQUESTED 2023-278

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Courtney Morrow, Chief Deputy County Clerk - Elections

RE: Tax Defaulted Sale

RECOMMENDATION AND JUSTIFICATION:
Authorize the Request for Approval to sell 5-year tax defaulted parcels at the annual auction scheduled for August 11, 2023.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action will result in no sale of Tax defaulted parcels.

ATTACHMENTS:
2023 SALE LIST FOR AGENDA (PDF)
Request for Approval to Sell (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 14087

2023 SALE LIST

For 5-Year Tax Defaulted Properties
Auction Scheduled for August 11, 2023

ITEM No.	ASMT LAST ASSESSEE MINIMUM BID	TAX ID/DEFAULT # Property Status	DOCUMENT # YEAR DEFUALTED
1	002-220-019-000 PRINZ, GEOFFREY 10440 OAKRIDGE CT $11,191.10	DEF-150-000-026 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20124945 2014/2015
2	004-150-041-000 EL NUEVO PACTO INC. 10535 MCMAHON RD $64,530.03	DEF-170-000-052 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	2045967 2016/2017
3	004-400-046-000 URENA, JANET 9687 MANZANITA WAY $3,002.60	DEF-170-000-045 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20160275 2016/2017
4	004-410-013-000 JONES, MARLAND/EVON 9728 ERNST RD $8,979.31	DEF-170-000-044 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20214122 2016/2017
5	008-070-014-000 HUTCHINGS, WILLIAM 7328 N HIGHWAY 49 $8,673.08	DEF-170-000-040 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20120151 2016/2017
6	014-080-014-000 KENEALY, IAN PATRICK & YEATES, JULIAN/JOANNA 4614 TRIANGLE RD $4,968.60	DEF-170-000-033 LAND ONLY SPECIAL ASSESSMENTS	20163992 2016/2017
7	015-220-014-000 HULL, KIMBERLY A. 4847 WHITMORE DR $9,882.50	DEF-160-000-024 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20131598 2015/2016
8	015-310-057-000 ZUMINI, MARK & STONE, PATRICIA 5614 HARRIS CUT-OFF RD $15,416.84	DEF-170-000-026 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20133973 2016/2017
9	019-020-033-000 LAYNE-GORDON, BENJAMIN H 10364 TULIPAN WAY $8,082.51	DEF-170-000-020 LAND ONLY SPECIAL ASSESSMENTS	20154080 2016/2017
10	020-020-009-000 REINHARDT, ROBERT/SHARON 2741 JOYA CT $3,296.40	DEF-170-000-014 LAND ONLY SPECIAL ASSESSMENTS	2027125 2016/2017
11	020-230-001-000 DOTY, MARVIN/GENA R. 9537 CORONADO DR $16,821.19	DEF-170-000-010 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20122575 2016/2017
12	021-020-030-000 PENA, MISSAEL 10171 JALAPA WAY $4,949.27	DEF-170-000-009 LAND ONLY SPECIAL ASSESSMENTS	20162706 2016/2017
13	021-240-008-000 TRUJILLO, MICHAEL B. 9640 FACHADA WAY $15,115.65	DEF-170-000-006 LAND ONLY SPECIAL ASSESSMENTS	2036363 2016/2017

Attachment: 2023 SALE LIST FOR AGENDA (RES-2023-278 : Tax Defaulted Sale)

14	021-250-007-000 ROMAN, JORGE & ROMAN, OSCAR/CONCEPCION 9100 CAPULLO CIR $6,645.95	DEF-170-000-004 LAND ONLY SPECIAL ASSESSMENTS	20140893 2016/2017
15	021-310-008-000 BRADY, DARRELL W./JOANN D. 9771 CARACOL CIR $16,793.54	DEF-170-000-001 LAND ONLY SPECIAL ASSESSMENTS	227/382 2016/2017

Attachment: 2023 SALE LIST FOR AGENDA (RES-2023-278 : Tax Defaulted Sale)

REQUEST FOR APPROVAL TO SELL TAX-DEFAULTED PROPERTY SUBJECT TO THE POWER OF SALE AT ANNUAL TAX AUCTION August 11, 2023

May16, 2023

To the Honorable Board of Supervisors

MARIPOSA County, State of California

Your approval to sell AT PUBLIC AUCTION, for the stated minimum price,

the tax-defaulted property that is subject to the power of sale and described on the attached schedule, in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, is respectfully requested. Also, in the event that any parcel does not sell, I respectfully request your approval to re-offer that parcel at a reduced minimum price.

COURTNEY PROGNER MORROW
Tax Collector

_____

APPROVAL BY BOARD OF SUPERVISORS

Pursuant to the above notice and request, approval for said sale is hereby granted. The tax collector is directed to sell the property described in said Notice as provided for by law, pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code.

The foregoing was approved by the Board of Supervisors of MARIPOSA County,

the 16th day of MAY 2023.

ATTEST:

_____ (seal)
Clerk of the Board of Supervisors

By _____
Deputy

Date: _____

SCO 8-02 (1-01)

Attachment: Request for Approval to Sell (RES-2023-278 : Tax Defaulted Sale)

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-260

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Arts Council Partnership Program

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution designating the Mariposa County Arts Council as the County's authorized partner in the California Arts Council's State-Local Partnership Program and authorize the Mariposa County Arts Council to submit grant proposals to the State and Local Partnership program; and execute grant contracts, if awarded. Mariposa County has a forty year affiliation with the California Arts Council, through the Mariposa County Arts Council, as a participant in the State and Local Partnership Program.

As State funding for the arts has increased, the California Arts Council leans heavily on their designated State and Local Partners (local arts councils) to increase their administrative capacity, ensuring state funding priorities and support reach every county in California, and provide feedback to the state regarding the priorities and needs of each county.

The recommended action will not have a fiscal impact on the County, but simply creates a partnership between the California Arts Council and our County through the Mariposa County Arts Council. This partnership includes competitive state funding opportunities connected to state administrative responsibilities for the Mariposa County Arts Council.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board annually adopts a resolution designating the Mariposa County Arts Council as the authorized partner in the California Arts Council's State-Local Partnership Program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not adopt the resolution. Mariposa County will not have cultural representation at the state level or be eligible to apply for or re-grants California Arts Council state funding to the creative community in Mariposa.

FINANCIAL IMPACT:

none

ATTACHMENTS:
Arts Council resolution (PDF)

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY RESOLUTION NO. 23-

WHEREAS the California Arts Council and the California State Legislature have established a State and Local Partnership Program designed to provide impactful, local cultural planning and decision making to represent and serve underserved constituents; and

WHEREAS the Mariposa County Arts Council has continued to strive to meet the artistic and cultural needs of Mariposa County residents and has done so with great success; and

WHEREAS continuing the County's affiliation with the California Arts Council will benefit both the Mariposa County Arts Council and all facets of the County's creative community in terms of financial support and representation at the state level.

NOW, THEREFORE BE IT RESOLVED, that the Mariposa County Board of Supervisors, a political subdivision of the State of California, does hereby designate the Mariposa County Arts Council as Mariposa County's authorized Partner to the California Arts Council State and Local Partnership Program; and

BE IT FURTHER RESOLVED, that the Mariposa County Board of Supervisors authorizes the Mariposa County Arts Council to submit grant proposals and to execute the grant contracts, if awarded.

PASSED AND ADOPTED this 5th day of May 16, 2023, by the following vote:

AYES:
NOES:
ABSTAINED:
EXCUSED:

_____
_Miles Menetrey, Chair

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Arts Council resolution (RES-2023-260 : Arts Council Partnership Program)

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Information from SBA on the Sever Winter Storms

RECOMMENDATION AND JUSTIFICATION:

Receive Information from Small Business Administration (S.B.A.) Office of Disaster Recovery and Resiliency Regarding Economic Injury Disaster Loans for the Recent Severe Winter Storms (Javier Caltenco, Public Affairs Specialist).

Disaster Assistance includes:

- Homeowners may be eligible for a disaster loan of up to $200,000 for primary residence structural repairs or rebuilding. **SBA may also be able to help homeowners and renters with up to $40,000 to replace important personal property,** including automobiles damaged or destroyed in the disaster.
- Businesses of all sizes and private nonprofit organizations may borrow up to $2 million to repair or replace damaged or destroyed real estate, machinery and equipment, inventory, and other business assets.
- For small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private nonprofit organizations of any size, SBA offers Economic Injury Disaster Loans to help meet working capital needs.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board received this presentation on 4/11/23. SBA has requested to come again for the listening public.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to hear what programs are available to local business owners after the recent severe winter storms.

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Presentation by Yosemite Renaissance

RECOMMENDATION AND JUSTIFICATION:

Receive an End of the Year Presentation Regarding Yosemite Renaissance (Jonathan Bock, Yosemite Renaissance Director).

Yosemite Renaissance is a 501(c)3 non-profit corporation founded in 1985. The organization seeks to promote the visual arts as an interpretive medium, create a continuum of art works inspired by the region from historical times to the present, and to inspire new generations of people to understand, preserve and protect our wild lands and natural places. Yosemite Renaissance also manages an Artist in Residence program in Yosemite National Park.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has received similar presentations from Yosemite Renaissance in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not receive presentation, and miss the opportunity to learn about the Yosemite Renaissance activities.

ATTACHMENTS:
Nonprofit Partners of Mariposa County 2023 final version (PDF)
yr38 program screen only version (PDF)
YR39 mariposa supervisors report final (PDF)

RESULT: INFORMATION RECEIVED

Yosemite Renaissance
PO Box 767
Yosemite, CA 95389
info@yosemiterenaissance.org
559-683-5551

Nonprofit Partners of Mariposa County Funding Request

Elevating the Artistic Legacy of Yosemite - A Grant Request to Fuel Our Creative Journey

For over a century and a half, artists have been instrumental in shaping the legacy of our state and national parks, igniting a passion for natural beauty, and fostering a commitment to preserving our invaluable resources. Yosemite Renaissance proudly upholds this tradition, having devoted 38 years to nurturing artistic talent and promoting creative excellence in the Yosemite region.

Our flagship event, the Yosemite Renaissance Competition and Exhibition, showcases artworks that capture not only the breathtaking vistas of Yosemite and the California Sierra Nevada region, but also delve into social, cultural, environmental, and spiritual themes. This traveling exhibit attracts submissions from hundreds of talented artists, both domestic and international. Through our Artist in Residence program, we offer an invaluable platform for established and emerging artists to create Yosemite-inspired works and engage with the public, sharing their unique vision of this cherished landscape.

Our efforts bolster Mariposa County's stature as a cultural and natural gem, reflecting our community's values, aspirations, and achievements through art. We strive to represent our region as a flourishing, inclusive, and forward-thinking community, eager to share our offerings with the world. By showcasing the collective creativity of local and global artists, we inspire community pride, enrich the lives of residents and visitors, and stimulate tourism. Our efforts not only benefit local businesses but also contribute to the protection and preservation of Yosemite National Park and its surroundings.

In 2022, we were grateful for the restoration of our Mariposa grant funding to pre-pandemic levels. This vital support from the county comprises approximately 25% of our annual budget. Our partnership with the county remains crucial to our existence and success as an organization.

The Mariposa County grant, alongside artist submission fees, art sales, and individual donations, make it possible for us to continue operations and achieve our goals. However, we are still working to recover the loss of prize money previously contributed by the Ansel Adams Gallery. We currently provide $4,000 in cash awards, compared to $5,000 before the pandemic, and hope to enhance this figure with additional funding.

In conclusion, we humbly request the continuation of our grant funding for Yosemite Renaissance in the amount of $10,000. We would also like to petition for an additional grant in the amount of $2000 to apply toward the prize money for participating artists.

We look forward to continuing to share the artistic legacy of Yosemite and the California Sierra Nevada region. We are confident that, with your support, our creative journey will flourish. Thank you for your time and consideration.

Sincerely, Jonathan Bock, Executive Director, Yosemite Renaissance

Attachment: Nonprofit Partners of Mariposa County 2023 final version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 38



Yosemite Renaissance

Celebrating 38 years supporting the Arts in Yosemite and the California Sierra Nevada

Yosemite Gateway Art Center, Oakhurst - March 18th to May 29th, 2023

Kings Art Center, Hanford - July 1st to August 6th, 2023

Carnegie Arts Center, Turlock - August 8th to October 7th, 2023

Yosemite Museum Gallery, Yosemite - October 21st to December 17th, 2023

MCAC Circle Gallery, Madera - January 11th to March 8th, 2024

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 38, Foreword

"It seems to me that the natural world is the greatest source of excitement; the greatest source of visual beauty; the greatest source of intellectual interest. It is the greatest source of so much in life that makes life worth living." - David Attenborough



Veronica Gross
Foothill Oaks and Manzanitas

Navigating the debate regarding the differences distinguishing humans and other animals, author Mark Kurlansky has suggested that the distinction can be distilled down to the unique human interest in documenting for the purpose of record. Thus, the invention of paper came to be, and all of its fabricated offspring and iterations. Today, a canvas, photographic paper, and everything in-between can trace its roots to the early human novelty of sharing thoughts, feelings and places on a scale designed to stand the test of time or perhaps even advocate for philosophical metamorphosis. To put it bluntly, the power of paper, and by proxy the words or pigment that covers its surface, is profound.

In recent years, the Yosemite Renaissance has seen a dichotomy of work being submitted that speaks both to the inspiration and beauty we witness in the Sierra, as well as its passive destruction in the face of climate change. Artworks have highlighted the majesty we seek when standing in awe before a Sequoia, wildlife or granite dome, and/or acknowledge a latent penitence that gives us pause as we consider their vulnerability. To this record, I feel indebted and my wish is for others to share in a similar experience in the hopes that art can continue to inspire as well as effect change.

The photographer Ansel Adams once wrote, "when words become unclear, I shall focus with photographs." And as I consider this, my continuing thanks to all of the submitting artists this year to Yosemite Renaissance as your inspiration and motivation was undeniably in focus.

Evan Russel
President, Yosemite Renaissance Board of Directors

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 38, Foreword

*"Study nature, love nature, stay close to nature.
It will never fail you." - Frank Lloyd Wright*

*"The aim of art is to represent not the outward appearance of things,
but their inward significance." – Aristotle*

Why We Do What We Do

Throughout my life I have been drawn to wild places, spending countless hours exploring and observing the grand expanses and intimate details of nature. As an artist, the relationship between nature and the human experience inevitably finds its way into my work. For me, there is no doubt that creative inspiration comes from the wild, quietude, and an intimate connection with the natural world.

The artists who participate in Yosemite Renaissance are motivated to share their vision for many reasons. Most strive to share the beauty and awe they experience when surrounded by nature, others to educate, presenting their ideas in thoughtful, provocative ways. Their accolades are impressive. Some are scientists, doctors or professors, enhancing their art with the knowledge gained from specialized disciplines. Others are adventurers, seeking inspiration through a deeper understanding of the world. Some are environmentalists, expressing their passion and concern for balance in nature. Some are poets, authors or musicians able to express their creativity through writing or music as well as art. Regardless of profession or discipline, it is humbling and a great pleasure to know them, learn from them, and to be inspired by their example.



Jonathan Bock
Franka at Taft Point

The role of art is not just to create beauty, but to educate, to provoke thought, and to inspire change. Since our inaugural exhibit in 1985, hundreds of artists have shared their vision through Yosemite Renaissance, inspiring new generations through art. Countless thousands of visitors have enjoyed our annual exhibit. If even a fraction have been inspired to see the world in new ways, or are moved to take action to protect our parks and wild lands, we have succeeded in our mission.

Jonathan W. Bock
Executive Director
Yosemite Renaissance

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 38, Exhibiting Artists





Linda Abbott, Morning Moon, Oil Painting, 18x16, $1,300
Li Ching Accurso, Luminiferous Wonderland, Oil, 29x36, $2,000
Lauren Aczon, #Nature, Sculpture, 21x15x3, $1,000







Lisa Anderson, Glass Cascade, Glass, 24x13, $340
Lisa Anderson, Abstract Falls, Glass, 20x17, $240
Rebekka Anderson, Olmsted, Printmaking, 4x8, $150

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 38, Exhibiting Artists







Tim Aston, Solitary, Photography, 20x24, $535
Kathryn Barnhart, Fall Ice, Photography, 16x30, $400
Bobbie Belvel, Yosemite Creek Solitude, Oil, 20x16, $1,200





Kate Blue, California Valley Oak, Oil Painting, 29x30, $1,700
Kate Blue, Hilltop and Clouds, Oil Painting, 20x30, $1,700
Lisa Brussell, Before the Storm, Photography, 14x11, $475

To purchase artwork please email info@yosemiterenaissance.org or call 559-683-5551

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 38, Exhibiting Artists







Nijat Burjiyev, A Night in Yosemite, Digital Art, 6x4, $200
Valerie Cohen, White Mountain Geologic Chaos, Watercolor, 18x30, $2,500
Carla Crawford, Conflagration, Oil Painting, 10x20, $3,200







Christine Crozier, Come the Dawn, Oil Painting, 16x20, $1,800
Jessica de Jesus, Foresta Sunset, Watercolor, 12x16, $500
Joe Doherty, The Razor's Edge, Photography, 16x24, $800

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 38, Exhibiting Artists





Moira Donohoe, The Source, Watercolor, 26x34, $2,200
Moira Donohoe, East Side Aspen, Oil Painting, 12x9, $750
Hannelore Fischer, Lundy Canyon in Fall, Acrylic, 18x30, $1,700







Jennifer Fosgate, Edge of the Universe, Mixed Media, 36x36, $8,500
Sabrina Frey, Dusty Fall, Glass, 24x24, $4,000
Lyon Ganun, Mirror Lake , Acrylic Painting, 30x40, $2,000

To purchase artwork please email info@yosemiterenaissance.org or call 559-683-5551

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 38, Exhibiting Artists

Veronica Gross, Foothill Oaks and Manzanitas, Watercolor, 14x21, $675





Mary Beth Harrison, High Sierra Fish Delivery, Oil, 12x16, $650
Carolyn Hartling, Into the Wild, Acrylic Painting, 15x11, $500





Theodore Heublein, Half Dome from Bridge, Acrylic, 20x16, $850
Theodore Heublein, El Capitan by Moonlight, Watercolor, 14x20, $850
David Hoffman, Upon Reflection, Photography, 20x16, $250

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 38, Exhibiting Artists





Victoria Huff, In the Shadow of Kings, Oil Painting, 16x20, $2,200
Paulina M. Johnson, Snow on the Banks, Sculpture, 16x30, $1,800
Clifford Kaiser, Half Dome & Giant Sequoias, Watercolor, 24x24, $2,000







Denise Katzenberger, Sierra Falls, Mixed Media, 15x10, $850
Susan King, Journey to the Yosemite, Mixed Media, 24x18, $750
Karen Krieger, Confluence IX, Mixed Media, 29x18, $2,600

To purchase artwork please email info@yosemiterenaissance.org or call 559-683-5551

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 38, Exhibiting Artists







Hamil Ma, North Peak and Greenstone Lake, Watercolor, 21x29, $1,400
Dana Mano-Flank, Mist Trail Hike, Mixed Media, 10x30, $5,000
Marek Matusz, Winter Forest No2, Mixed Media, 20x16, $600







Molly McCall, The Intentions of Spring, Photography, 8x6, $750
James McGrew, The New Summer Atmosphere, Oil, 14x18, $3,850
Juliet Mevi, The Overlook at Yosemite National Park, Acrylic, 30x40, $800

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 38, Exhibiting Artists





Elaine Michaud, Tuolumne River Rock 4, Acrylic, 16x16, $600
Denise Oyama Miller, Yosemite, Fiber Art, 39x26, $2,540
Erich Neubert, All Quiet, Oil Painting, 12x16, $1,200







Amy Morgan, Summer Hare, Sculpture, 16x12, $450
Amy Morgan, Icons, Sculpture, 8x36x3, $600
Scott Oller, Smoke and Moonlight II, Photography, 16x24, $300

To purchase artwork please email info@yosemiterenaissance.org or call 559-683-5551

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 38, Exhibiting Artists





Penny Otwell, Universals, Oil Painting, 24x30, $3,200
Vivian Patton, Pohono, Drawing, 44.75x14.75, $1,200
Erika Perloff, Slow Burn, Pastel, 12x8x-11, $600





Cathryn Powell, Tenaya, Printmaking, 20x28, $950
Franca Rossi, Dancing Spring, Fiber Art, 51x48, $375

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 38, Exhibiting Artists





Elizabeth Saltos, Windswept, Ceramics, 9.5x8x9.5, $300
Elizabeth Saltos, Wizard Tree, Ceramics, 12x6x12, $300
Julia Seelos, Alpine Pathway, Oil Painting, 20x20, $1,200





Cynthia Siegel, Bristlecone Covered Vessel 1, Ceramics, 5.5x4.5x4, $450
Cynthia Siegel, Bristlecone Covered Vessel 2, Ceramics, 6.5x5.5x4.5, $450
Lura Schwarz Smith, Raven Dance, Oil Painting, 12x16, $700

To purchase artwork please email info@yosemiterenaissance.org or call 559-683-5551

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 38, Exhibiting Artists







Tom Stahl, Donner Lake Fog Reflections, Photography, 20x30, $400
Marius Starkey, Bridalveil Falls, Drawing, 46x18x3, $4,000
Andie Thrams, Hope?, Mixed Media, 12x8.5x6.75, $3,400
Aaron Vizzini, Three Giant Sequoias in Winter, Photography, 17x21, $300
Chelsea Wagner, I just needed the practice, Sculpture, 6x18x18, $16,500





Sharon Weaver, Dusty Trail 3, Oil Painting, 11x14, $1300
Laurie Wigham, Ancient Juniper. Frazier Falls, Watercolor, 14x10, $785

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 38, Exhibiting Artists



Alan Work, Fading Light-Tuolumne, Acrylic, 24x36, $3,000
Elizabeth Young, Impending Storm, Mono Lake, Photography, 24x18, $450



"Those who contemplate the beauty of the earth find reserves of strength that will endure as long as life lasts. There is something infinitely healing in the repeated refrains of nature -- the assurance that dawn comes after night, and spring after winter." - Rachel Carson

Special Thanks to our Partners...
Yosemite Museum Gallery - Laura Bender
Kings Art Center director - Stephanie Magnia
Carnegie Arts Center director - Lisa McDermott
Madera Arts Council director - Jim Kocher
and our Judges - Nancy Robbins and Bill Davis aka Trowzers Akimbo

To purchase artwork please email info@yosemiterenaissance.org or call 559-683-5551

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance showcases works by artists inspired by Yosemite National Park and the California Sierra Nevada.

The organization was founded in 1985 to inspire artists to share new interpretations of the region, and to teach the public to understand, preserve, and protect our parks, wild lands and natural places.



Yosemite Renaissance is a 501(c)3 non-profit art organization supported by funds and services from Mariposa County, Visit Yosemite Madera County, Stellar Gallery, the National Park Service, and other generous donors.

Special thanks to our partners for hosting the Yosemite Renaissance Traveling Exhibit.

Yosemite Gateway Art Center, 40982 Hwy 41, Oakhurst, CA 93644, 559-683-5551
Carnegie Arts Center - 250 N Broadway Ave, Turlock, CA 95380, 209-632-5761
Kings County Art Center - 605 N Douty St, Hanford, CA 93230, 559-584-1065
MCAC Circle Gallery - 424 N Gateway Dr, Madera, CA 93637, 559-661-7005

yosemiterenaissance.org
Post Office Box 767, Yosemite, California, 95389

Front Cover: Aaron Vizzini - Three Giant Sequoias in Winter
Cover Background: David Hoffman - Upon Reflection
Back Cover: Paulina M Johnson - Snow on the Banks
Background graphics throughout: Rebekka Anderson - Olmsted

Attachment: yr38 program screen only version (14113 : Presentation by Yosemite Renaissance)

Yosemite Renaissance
Post Office Box 767
Yosemite Village, California 95389
info@yosemiteresaissance.org

March 23, 2023
Mariposa County Board of Supervisors
Yosemite Renaissance 2022-2023 Report

Yosemite Renaissance 37 – A Year of Triumph and Resilience

The Yosemite Renaissance 37 exhibit was a spectacular success in challenging times. The exhibit captivated thousands of viewers, attracting over 8,000 visitors at the Yosemite Museum alone. Though attendance has yet to reach pre-pandemic levels, we are optimistic that our numbers will rise as travel restrictions ease and attendance at public events regains momentum.

Our partners, participating artists, and supporters have conveyed genuine enthusiasm and gratitude for our determination and perseverance through the pandemic, as well as our adaptability in the face of unexpected changes due to wildfires and severe weather.

We are thrilled to report exceptional sales figures, totaling over $20,000 in gross sales, which marks a significant increase from $8,000 in 2020 and $10,400 in 2021, a promising sign that we are emerging stronger from the economic impact of the COVID-19 pandemic.

Funding
In 2022, our budget was bolstered as Mariposa reinstated our grant funding to pre-pandemic levels. Additional financial support came from artist submission fees, art sales, generous individual donors, and a small grant from Visit Yosemite Madera County. Increased art sales and artist entry fees enabled us to maintain operations and achieve our annual goals. However, we continue to seek ways to compensate for the loss of prize money previously donated by Ansel Adams Gallery. We currently offer $4,000 in cash awards, down from $5,000 before the pandemic, and hope to augment these awards if additional funding becomes available.

COVID-19 Impact
As we adapt to a post-pandemic world, we have reinstated our regular activities with heightened health safety measures. These precautions include providing sanitation supplies, managing crowd sizes, hosting outdoor events, and offering virtual meeting alternatives.

Attachment: YR39 mariposa supervisors report final (14113 : Presentation by Yosemite Renaissance)

Marketing

Our primary focus through 2023 is to build awareness of the current exhibit to enhance attendance at our traveling venues, to reach out to potential donors who will champion our cause, and to encourage artists to submit their work for Yosemite Renaissance 39.

YR38 Schedule

The exhibit will follow a similar schedule as the 2022 exhibit, launching at Yosemite Gateway Art Center in Oakhurst on March 18th, 2023, and touring four other venues through March 2024:

1. Yosemite Gateway Art Center, Oakhurst, CA: March 18 - May 29, 2023

2. Kings County Art Center, Hanford, CA: July 1 - August 6, 2023 (reception: June 30th, 5:30-7:30 pm)

3. Carnegie Arts Center, Turlock, CA: August 8 - October 7, 2023 (reception: August 11, 5-7 pm)

4. Yosemite Museum Gallery, Yosemite Valley, CA: October 21 - December 17, 2023 (opening reception: October 20, 5-7 pm)

5. Madera County Arts Council Circle Gallery, Madera, CA: January 11 - March 8, 2024 (opening reception: January 11, 5-7 pm)

We are exhilarated by the current exhibit and steadfastly committed to our mission. We eagerly look forward to a bright and artful future.

Thank you for your unwavering support.

Sincerely, Jonathan William Bock, Executive Director

Attachment: YR39 mariposa supervisors report final (14113 : Presentation by Yosemite Renaissance)

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2023-279

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Title III Funding Approval After End 45 Day Comment Period May 2, 2023

RECOMMENDATION AND JUSTIFICATION:
Approve Title III Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000 in the Amount of $101,000.00 After end of the 45 Day Comment Period on May 2, 2023.

SRS Title III is federal funding available for the following uses:

1. to carry out activities under the Firewise Communities program;
2. to reimburse the participating county for search and rescue and other emergency services, including firefighting and law enforcement patrols;
3. to cover training costs and equipment purchases directly related to the emergency service; and
4. to develop and carry out community wildfire protection plans.

In Mariposa County, Title III funds have been used to implement wildfire protection plans including support for the Mariposa County Fire Safe Council, Mariposa County Resource Conservation District and the Southwest Interface Team (SWIFT) project. However other intended uses can also be for specific emergency services equipment training for firefighting, law enforcement, and search and rescue. These proposed projects below have completed their 45-day comment period as of May 2, 2023 with no objective comments received.

Five projects have been proposed at this time:

1. $20,000 for Mariposa County Resource Conservation District for education and support of home hardening program.
2. $10,000 for the Southwest Interface Team (SWIFT) coordinator cost share between Mariposa and Tuolumne Counties to continue development and acquisition of resources for fire breaks in the northern portion of the county;

and

3. $15,000 for Mariposa County Fire Safe Council to write grants and Lushmeadows ladder fuel study.

4. $56,000 to Mariposa County Fire Department for the replacement costs of their emergency equipment radios both hand held and mobile. With these funds, county fire will be able to replace half their aged inventory with plan to replace the 2nd half of the inventory in fiscal year 24-25.

These projects are consistent with our community wildfire protection plan and recommended for approval at this time. More information about the requirements for SRS Title III can be found at https://www.fs.usda.gov/working-with-us/states/secure-rural-schools/title-3.

Mariposa County currently has $119,130.00 available for Title III projects. Though it has been renewed several times in the past, the authority to initiate Title III projects currently terminates on September 30, 2023. Any funds not obligated by September 30, 2024, must be returned to the Treasury of the United States.

Before using Title III funds, the County is required to publish a proposal that describes the proposed use of funds and solicits public comment for a minimum of 45 days. The proposal must also be submitted to the Tuolumne and Mariposa Counties Resource Advisory Committee managed by the Stanislaus National Forest.

The conclusion of the 45-day comment period was May 2, 2023 and now item is being brought back to the Board for consideration of comments and action of approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Fiscal Year 2022-2023 (FY23) budget approved by the Board recognizes Title III funds generally but without specific allocations to projects.

Title III funding allocations have been approved by the Board since the late 1990s.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the allocation of Title III funds towards these proposed projects. Staff will not fund the proposals. Other proposals that meet the funding criteria will need to be solicited or the funding will be returned to the United States Treasury.

ATTACHMENTS:
2023 Title III proposals (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Danette Toso, District III Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

PO BOX 1182 | Mariposa California 95338 | 209-966-7700 | www.mariposafiresafecouncil.org

March 2, 2023

Steve Ward, Fire Chief
Mariposa County Fire Department
4802 CA-140
Mariposa CA 95338

Re: Title III Secure Rural School Funding

Dear Chief Ward,

The Mariposa Fire Safe Council would like to request support from the Title III Secure Rural Schools fund. We would like to specifically use the funds for expenses related to grant writing to implement the goals of the CWPP. To that effect, we would like to request $15,000.

The funds will be spent in two categories: 1. Wages associated with grant research, planning, writing, and submitting. 2. Mileage for travel associated with grant planning, outreach, and meetings related to the process of developing project ideas.

The Mariposa Fire Safe Council works with County Fire, Cal Fire, the USFS, BLM, and other critical fire partners to identify the most crucial projects that need to be implemented in Mariposa County. All project ideas are brought to the Mariposa County Fire Advisory Committee and SWIFT collaborative to assure that the concepts are considered a priority by all stakeholder agencies. All project proposals are checked against the goals set forth in the 2019 Mariposa Community Wildfire Protection Plan.

Thank you for this opportunity to support the goals of fire prevention, preparation, and education defined in the Community Wildfire Protection Plan.

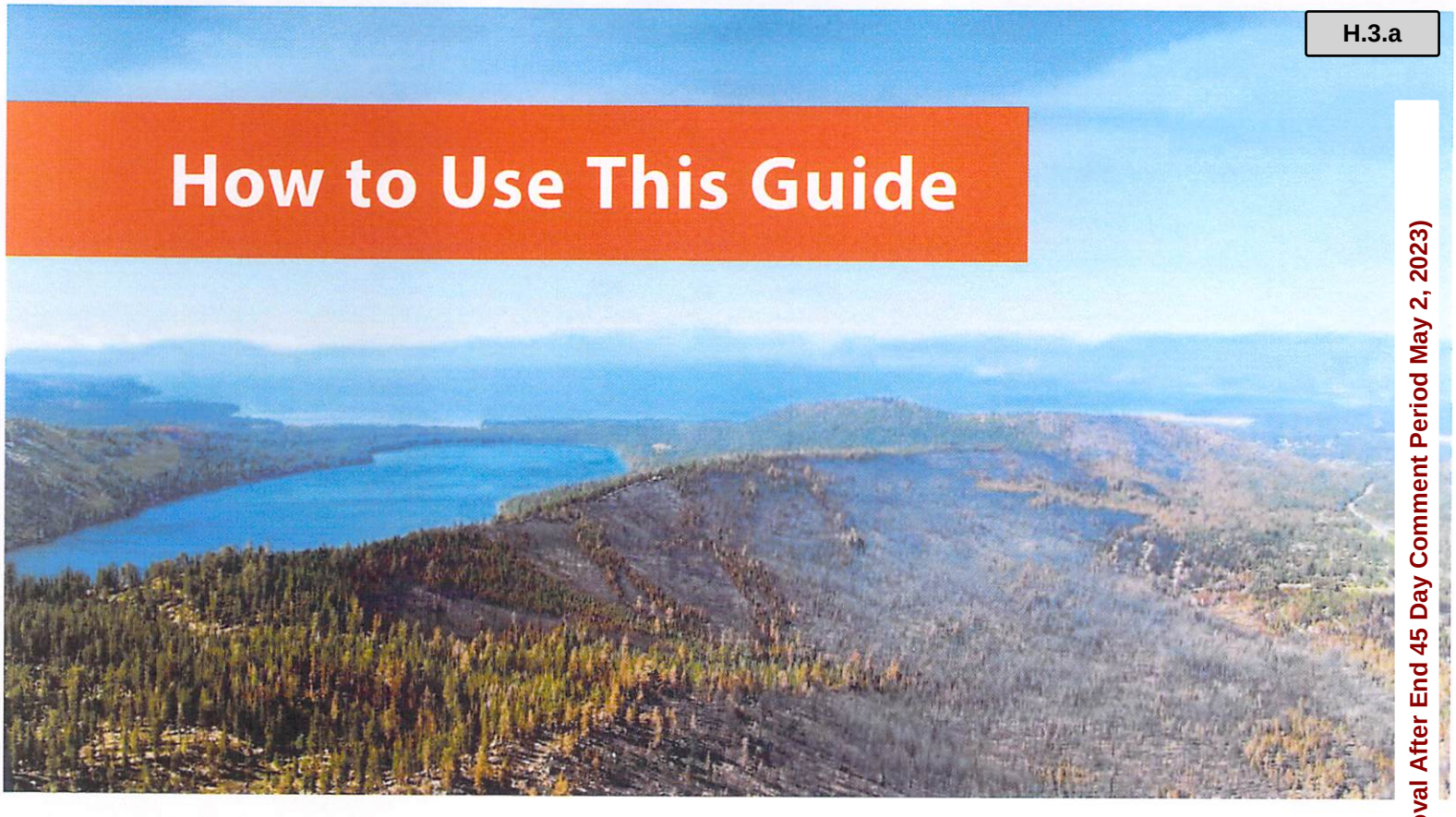
Sincerely,

Barbara Cone

Executive Director
Mariposa Fire Safe Council

Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)

How to Use This Guide



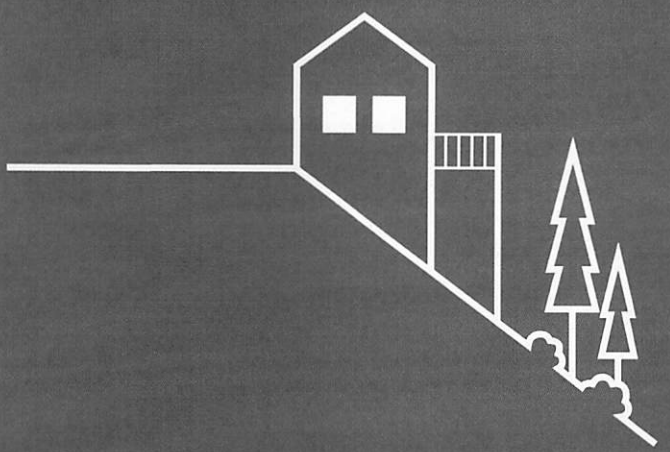
This Guide includes specific recommendations for how to retrofit existing components of a home to withstand wildfire. Each section contains an explanation of how the component is vulnerable to wildfire and what can be done to improve that component. The illustrations throughout the Guide are intended to show best practices for reducing the vulnerability of a home to wildfire.

Inside This Guide

Defensible Space	p. 5	Siding	p. 10	Chimneys	p. 15
Roofs	p. 6	Skylights	p. 11	Fences	p. 16
Roof Edges	p. 7	Windows	p. 12	Glossary	p. 17
Rain Gutters	p. 8	Decks	p. 13	Online Resources	p. 18
Vents	p. 9	Garages	p. 14		

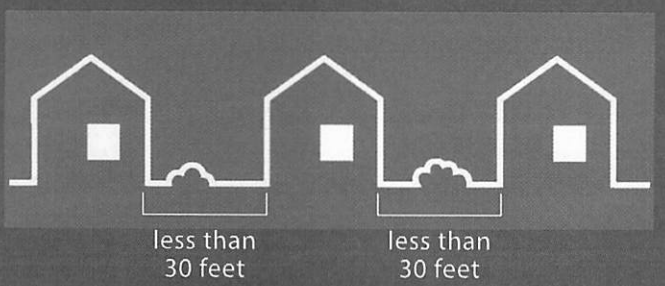
Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)

When using this Guide, think about the location and context of the home and how that influences vulnerability to wildfire:



Steep Slopes

When homes are located on steep slopes, decks commonly overhang the slope below, and this downslope area is often heavily vegetated. Prioritize defensible space actions so that flames from burning vegetation cannot reach the underside of the deck and ignite, with subsequent ignition of the home.



Dense Neighborhoods

Dense neighborhoods with homes close together have an increased risk of building to building ignition because of the radiated heat and potential flames that are generated if a neighbor's home burns. Prioritize actions to reduce the possibility of homes igniting each other. Intensify defensible space by thinning trees and shrubs between homes. Engage in neighborhood conversations to encourage all neighbors to take actions to reduce their own vulnerability to wildfire.



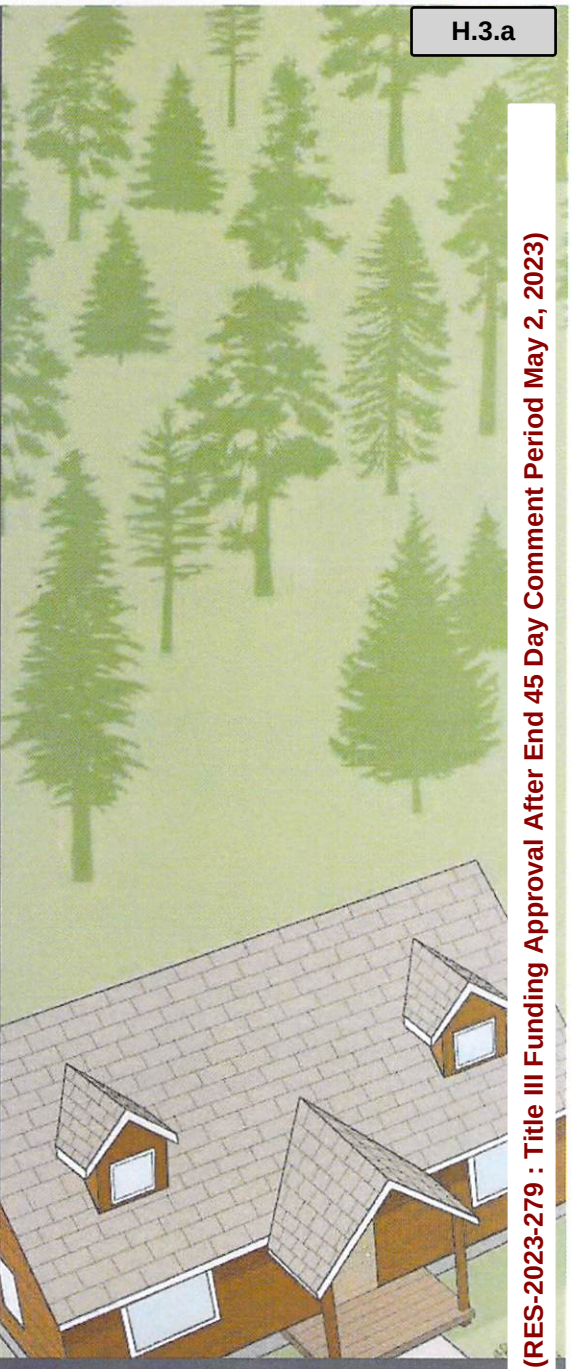
Large-Parcel Lots

When homes are on large parcel lots and neighboring homes are far apart, vegetation and other combustible materials on the property (e.g., wood pile, tool shed) can be a large factor in home ignition. Prioritize creating and maintaining defensible space, including the near-home noncombustible zone, and home-hardening techniques to reduce vulnerability from embers.

Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)

Living within the natural environment brings both serenity and responsibility.

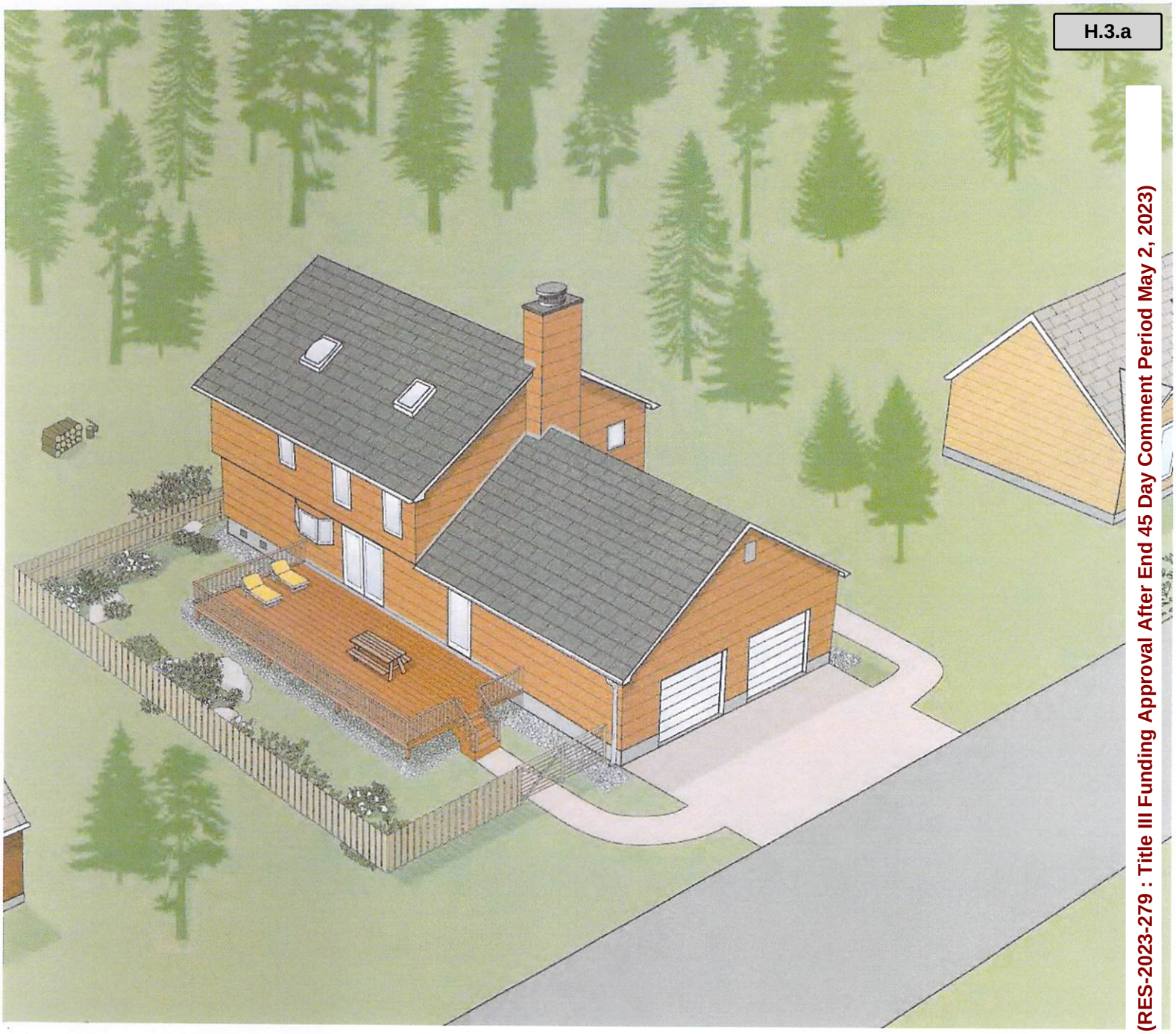
Communities located in wildfire-prone areas need to take extra measures to live safely. There are many ways to prepare communities and properties for wildfire, including creating and maintaining adequate defensible space and hardening homes through altering or replacing the construction components. This guide will help residents and building professionals better understand how to prepare homes and communities for wildfire.



DURING A WILDFIRE, homes can be threatened by **1)** wind-blown embers, **2)** radiant heat, and **3)** direct flame contact.

In wildfire events, 60-90% of home loss is due to embers. Embers can originate from an approaching wildfire or small parts of nearby burning vegetation and construc tion materials (e.g., a home, storage shed, wood pile). Embers are important because of what they can do directly (e.g., ignite materials in an attic after entering through a vent) and what they can do

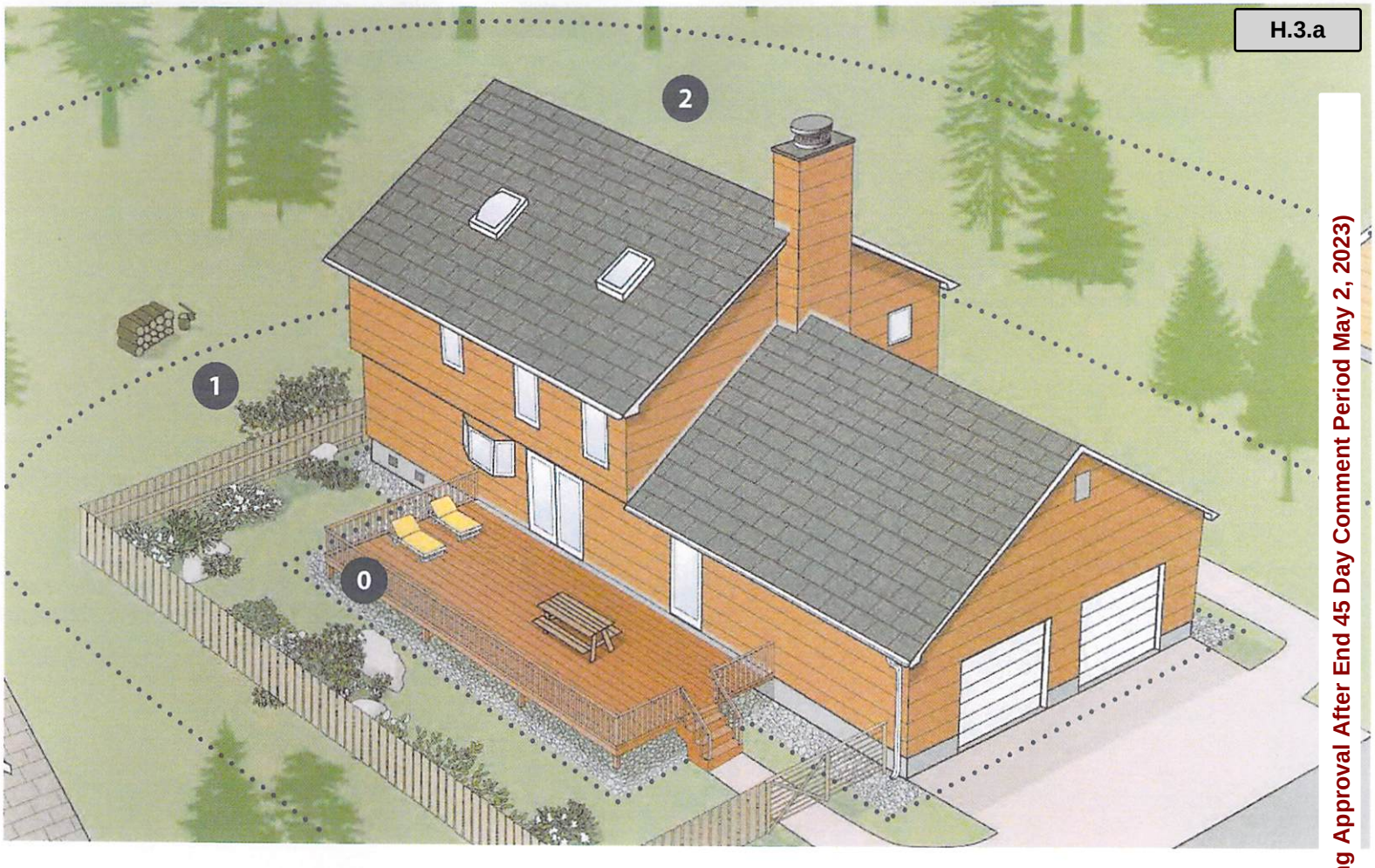
Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)



indirectly (e.g., ignite a wood pile or storage shed located close to the home, resulting in radiant heat or direct flame contact to the side of the home). Reducing the vulnerability of homes to ember ignition will increase the chance of homes and neighborhoods surviving a wildfire.

The most effective way for homes to withstand wildfire is a "coupled approach" that considers the exterior construction materials and how they are put together, as well as the surrounding vegetation and other near-home combustible materials. Selection, location and maintenance of vegetation and other combustible materials on a property can reduce the chance of a wildfire burning the home. This Guide provides information and recommendations for retrofitting an existing or newly constructed home with wildfire in mind.

Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)



Protecting a home from wildfire requires continual defensible space actions in three zones around the property.

Defensible Space

0 **THE EMBER-RESISTANT ZONE (Zone 0) | 0–5 feet:** The zone within 5 feet of your home has many different names (e.g., the noncombustible zone, the immediate zone, the zero zone), but the objective is generally the same—to reduce the vulnerability of the home to embers by creating a zone of ember-resistant materials around the home. Gravel, a concrete or brick walkway, or another hardscape feature is commonly used to construct this zone. This ember-resistant zone should include the area under and around any attached deck. Be sure to keep this zone clean of any woodpiles, wood mulch, or flammable vegetation.

1 **THE LEAN, CLEAN AND GREEN ZONE (Zone 1) | 5–30 feet:** The objective of this zone is to reduce the risk of fire spreading from surrounding vegetation to the home. Lean indicates that there is only a small amount of vegetation, if any, present. Vegetation should be grouped in discontinuous islands. Clean indicates that vegetative debris and dead materials are routinely removed. Green indicates that vegetation within this zone is kept green and well irrigated (if appropriate) during the fire season.

Contact local Extension offices for more information about defensible space recommendations specific to different regions.

2 **THE REDUCED FUEL ZONE (Zone 2) | 30–100 feet:** The objective of this zone is to reduce fire spread and restrict fire movement into the crowns of trees or shrubs. Remove dead plant material, lower tree branches and other ladder fuels (e.g., shrubs, lower branches, smaller trees). Locate outbuildings (e.g., for storage) at least 30 feet away from the home and create an ember-resistant zone around all outbuildings and propane tanks.

Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)

Roofs

Making a roof "fire-safe" is a big step in reducing the vulnerability of the home to wildfire. There are three fire ratings for roof coverings: Class A, Class B and Class C, with Class A providing the greatest fire protection. The roof rating designation provides information for the roof covering material and does not include where the roof meets other materials at the edge of the roof. A non-fire-retardant treated wood shake or shingle roof covering is unrated and is not desirable—these roof types have less than a Class C rating.

HOW TO REDUCE THE VULNERABILITY OF ROOFS

- Replace a wood shake or shingle roof with a Class A roof.
- Remove accumulated vegetative debris from the roof.
- If there is a space between the roofing materials and roof deck, make sure that the openings between the covering and the roof deck are blocked. Repair areas as needed.
- If the roof consists of Class B or C roofing materials, determine if the underlayment in the assembly provides Class A protection as indicated in manufacturer installation instructions. When viewed from the edge of the roof, these materials would either look like gypsum wallboard or overlapping 4-foot wide sections of an asphalt composition roof covering. Maintain the roof covering and replace with a Class A product when needed.

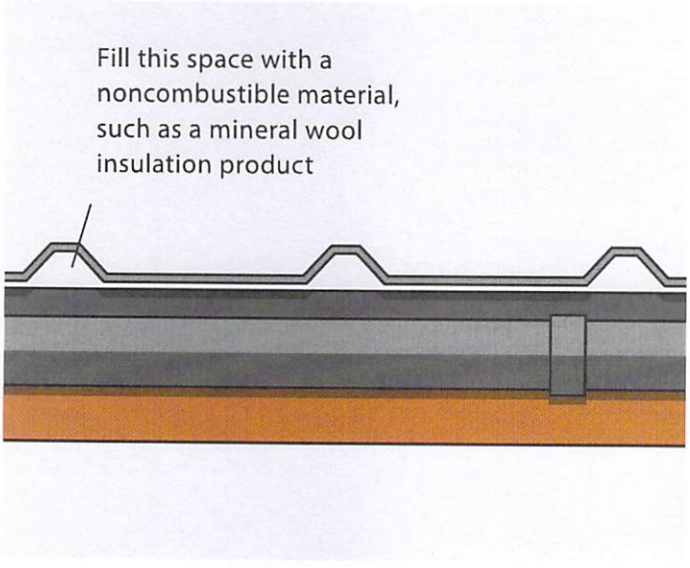
A CLASS A ROOFING materials include asphalt fiberglass composition shingles, clay and cementitious tiles (both flat and barrel shaped), and some metal roofing materials.

B CLASS B ROOFING materials are most commonly exterior-rated, pressure-impregnated fire-retardant treated shake or shingle covering (not allowed for use in many jurisdictions).

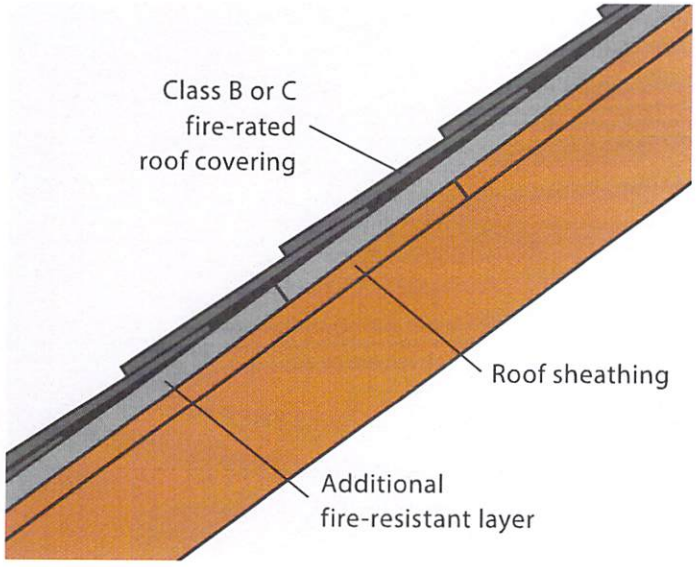
C CLASS C ROOFING materials include recycled plastic, rubber and aluminum.

Class B and Class C roofing materials can have a Class A "by assembly" rating. In these cases, additional materials that enhance the fire resistance of the roof assembly (i.e., the roofing material plus other materials included in the roof assembly) must be installed. In these cases, be sure to follow the manufacturer's instructions.

METAL ROOF



CLASS A "BY ASSEMBLY" FIRE-RATED ROOF COVERING



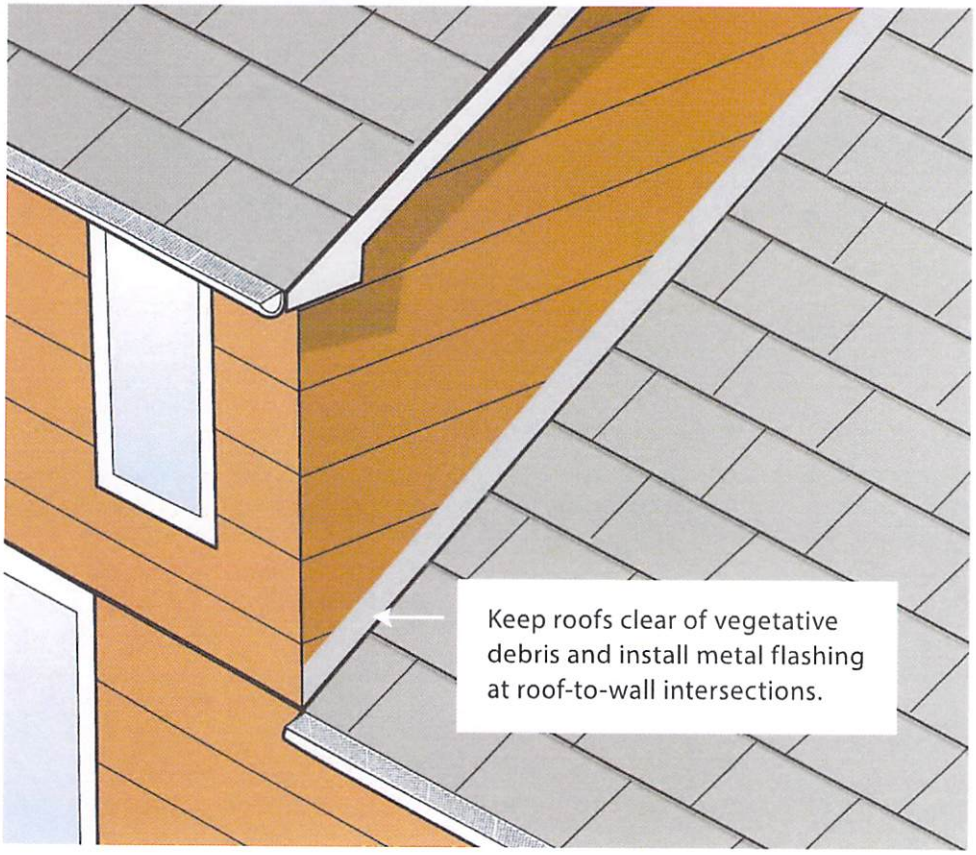
Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)

Roof Edges

There can be several areas where the roof meets another material, such as at a roof-to-wall intersection in a split-level home or a dormer on a roof. These intersections are vulnerable areas because wind-blown embers will gather at the same locations where vegetative debris has accumulated, igniting the debris. Building materials usually change at edge-of-roof locations. The adjacent materials should provide comparable protection to the roofing material.

HOW TO REDUCE THE VULNERABILITY OF ROOF EDGES

- Remove accumulated vegetative debris from roofs on a regular basis.
- Replace the combustible siding in roof-to-wall locations with a noncombustible option. Replacement of siding only in these locations will be less expensive than replacing all the home's siding. It may be possible to find a noncombustible siding pattern that is similar to the existing siding pattern.
- At a roof-to-siding location, use of metal flashing that extends up the siding at least 6-inches could also reduce the vulnerability of a combustible siding material. Install flashing so that water cannot get between flashing and siding.



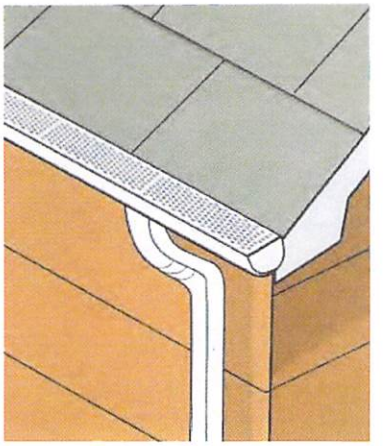
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Rain Gutters

Roofs can be vulnerable at the roof edge where a gutter is attached. Debris in the gutter can ignite from embers, and flames can ignite other components at the roof edge (e.g., wood-based sheathing and fascia board).

HOW TO REDUCE THE VULNERABILITY OF RAIN GUTTERS

- Remove vegetative debris from gutters on a regular basis during fire season.
- Install a noncombustible and corrosion-resistant metal drip edge to provide protection for the combustible components (i.e., sheathing and fascia) at the edge of your roof.
- Use a noncombustible gutter cover to minimize accumulation of debris in the gutter. Some gutter covers result in accumulation of debris on the roof behind the gutter, so these will still require routine maintenance.

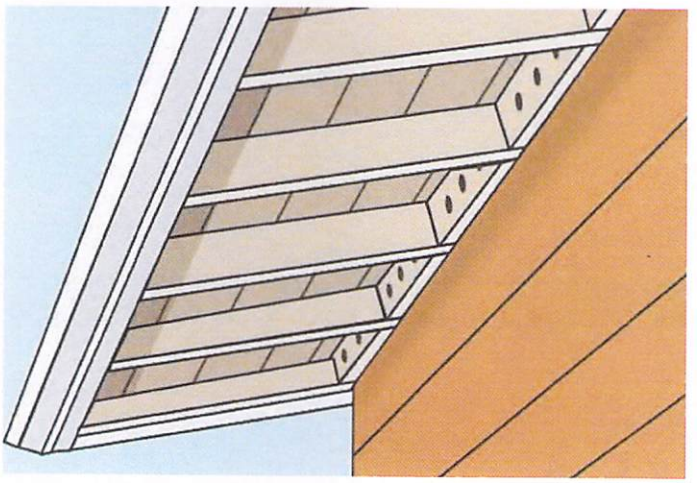


Install and maintain a noncombustible gutter cover (as pictured above) to help minimize debris accumulation in gutters.

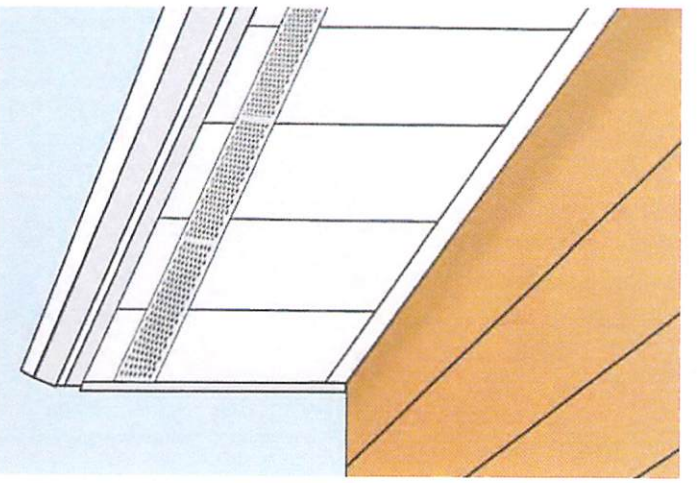
Eaves

The under-eave area provides a point of entry for flames if nearby vegetation or other materials are burning. There are two basic designs for under-eave construction: open-eave and soffited-eave (i.e., one that is boxed in). Open-eave designs are more vulnerable to flames—heat can build up in an area between the roof rafters allowing for more rapid fire spread laterally, which increases the likelihood that fire will find a location to enter the attic. Vents that are in the blocking between rafters in open-eave construction are more vulnerable to the entry of embers than vents in a soffited-eave.

OPEN EAVE



SOFFITED EAVE

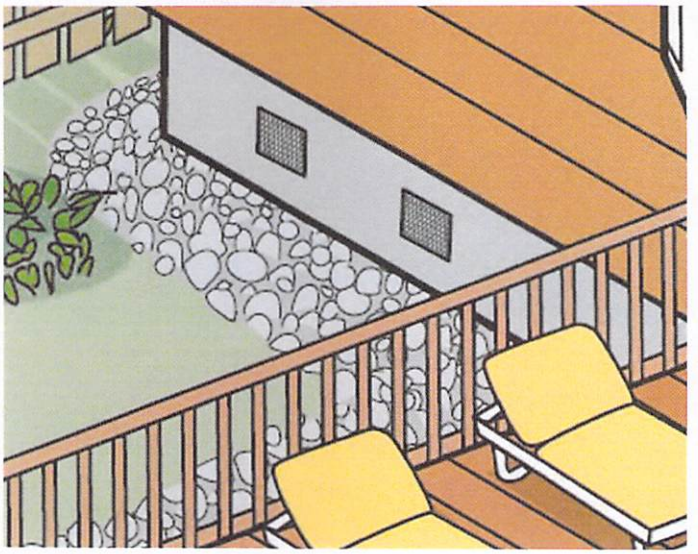


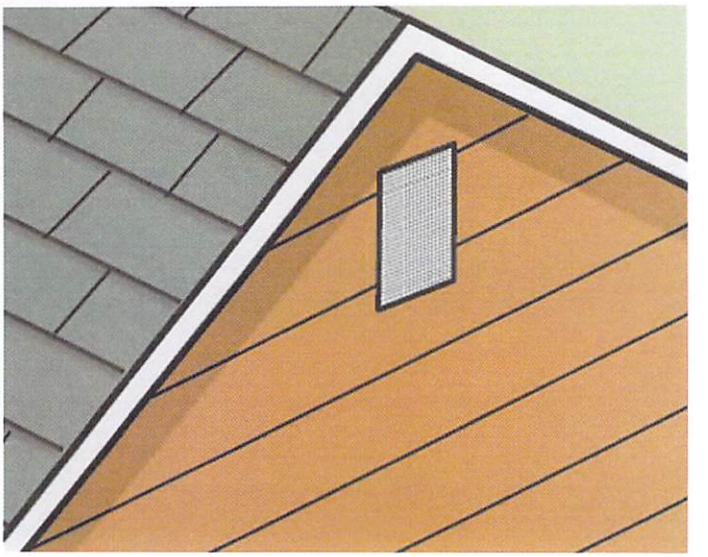
Enclose open eaves to protect attic spaces from ember intrusion.

HOW TO REDUCE THE VULNERABILITY OF EAVES

- Inspect open-eave areas for gaps where embers could lodge or pass through into the attic. All vents should be screened and all other gaps should be filled with durable caulk.
- Enclose under-eave area to create a soffited eave.

Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)





Cover all vents with ⅛-inch mesh screening.

WHAT IS THE DIFFERENCE BETWEEN VENT SCREEN SIZES?

Small screens (1/16-inch) can reduce both the size and number of embers that can pass through. Because the embers are smaller, they self-extinguish quickly after entering the attic and crawl space. While this screen size is ideal for resisting ember intrusion, it does require more maintenance because it gets easily clogged. Accumulated debris on vents can become a source of embers if not cleaned regularly. Air flow is also reduced with this size screen.

Mid-size screens (⅛-inch) allow more, larger embers to enter the attic and crawl space, but these are still better than 1/4-inch screens. This size screen is a common choice because the maintentance is lower while still being relatively effective.

Large screens (¼-inch) allow many, larger embers to enter the attic and crawl sapace. It is recommended you replace or cover 1/4-inch screeens with a smaller grain.

Vents

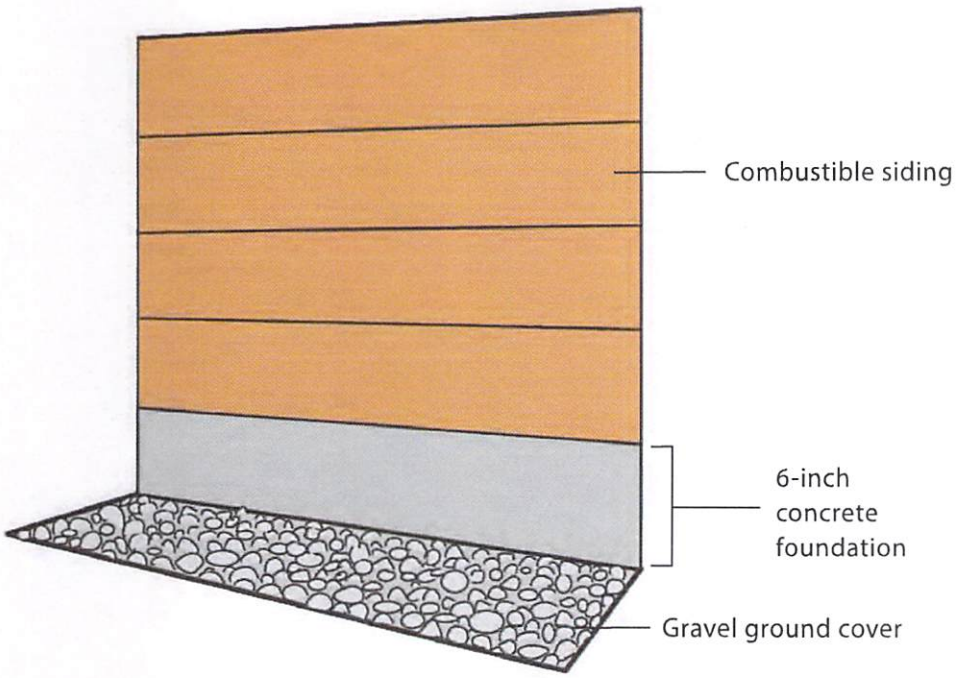
Attic and crawl space vents provide an entry point for embers. Vents should be covered by, at a minimum, ⅛-inch noncombustible corrosion-resistant metal mesh screening. Screening will not prevent the intrusion of all embers but will minimize their size. Finer mesh screening (e.g., 1/16-inch mesh) is more effective at keeping embers out of the home but requires more maintenance because it can become clogged with debris. Vents that meet the flame- and ember-resistant standard are listed on the California Office of the State Fire Marshal Building Materials Listing Program website. These types of vents are appropriate in areas where maintaining defensible space is difficult, combustible materials are closer to the home, or combustible siding is used.

HOW TO REDUCE THE VULNERABILITY OF ATTIC AND CRAWL SPACES

- Avoid storing combustible items (e.g., cardboard boxes, newspapers and magazines) near attic or crawl space vents.
- Inspect vents to make sure they are in good condition (i.e., screen is in good condition with no tears that would result in larger openings).
- If ¼-inch mesh screening is present, replace or add, at a minimum, a ⅛-inch noncombustible corrosion resistant metal mesh screen.
- Consider replacing vents with a flame- and ember-resistant option.

Vent covers that are made ahead of time (i.e., before a wildfire is threatening) can be installed when wildfire is threatening the area. This strategy can be effective, but it does take time and should only be undertaken if ample time is given for evacuation. Preparation activities can be dangerous if evacuation is delayed.

Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)



Siding

If the siding ignites, a fire can: **1)** penetrate through the stud cavity into the home, **2)** spread up the side of the home and enter windows or other openings such as dryer vents, and **3)** spread into the attic at a gable-end vent or an under-eave area. Combustible siding can be ignited from direct-flame contact or radiant heat exposure. Ignition of siding from embers can occur, especially if embers ignite combustible materials close to the home (e.g., bark mulch or wood pile), and if siding extends all the way to the ground.

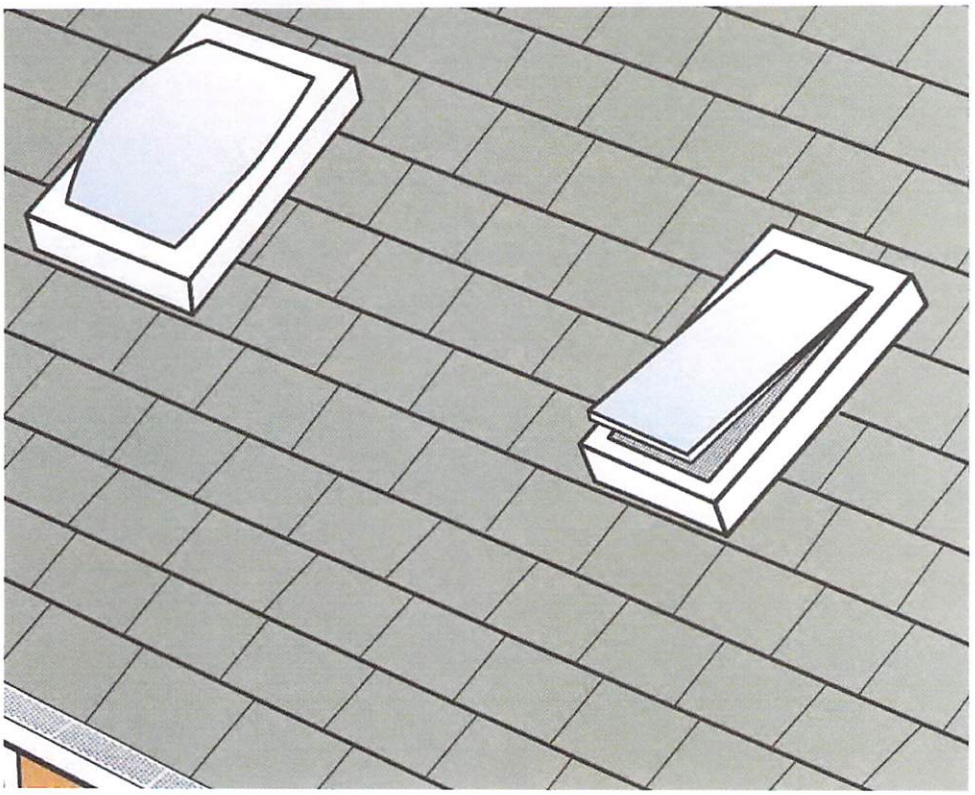
Combustible siding products are widely used, including solid wood, wood composite materials and plastic/vinyl products. Vinyl siding can deform and slough off when exposed to flames or radiant heat. Once this happens, underlying material (e.g., sheathing) becomes important for protection. More complicated lap joints in wood-based siding patterns (e.g., shiplap and tongue-and-groove) are more resistant to fire penetration at the lap joint. Plain bevel joints in wood siding are vulnerable to fire penetration. While fiber cement siding often uses a plain bevel lap joint, it is less vulnerable to fire penetration.

HOW TO REDUCE THE VULNERABILITY OF SIDING

- Use noncombustible siding (e.g., stucco, steel and fiber cement), especially when neighboring homes are within 30-feet of the home.
- Make sure to develop and maintain adequate defensible space, particularly within the ember-resistant zone, to minimize the chance that siding will ignite from embers at the ground level or direct-flame contact from nearby combustible materials.
- In smaller areas that are vulnerable, such as at a roof-to-wall area, replace siding with a noncombustible product.
- For new construction, use of a one-hour wall design, where an additional fire resistant layer is used in the wall assembly, can provide additional protection when a more vulnerable siding material is used.

It is not recommended to use fire-retardant coatings, such as fire-retardant paint, to provide fire protection for combustible siding. Some state, county and local building codes do not allow these coatings. Recent research has demonstrated that their performance is degraded by exposure to the elements (e.g., snow, moisture, sun). Their effectiveness degrades more quickly than reported.

Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)



Clear debris around skylights and make sure to close before evacuating.

Skylights

Skylights can be a point for ember and flame entry if the cover fails, or if skylights are left open when a wildfire threatens. There are two basic kinds of skylights: domed-style made of plastic and flat-style made of glass. Flat-style, glass skylights have less risk than domed-style, plastic skylights that may melt and burn when exposed to heat from a wildfire. Typically, the glass in skylights consists of two layers, the outer being tempered glass and the inner being a safety glass, such as laminated glass.

Skylights on steeper sloped roofs can be vulnerable to radiant heat and flame contact exposures if nearby combustible materials ignite and burn. Skylights on low-slope (flatter) roofs are more prone to the accumulation of vegetative debris (especially flat-style skylights).

HOW TO REDUCE THE VULNERABILITY OF SKYLIGHTS

- Remove vegetative debris from the roof, including on and adjacent to skylights, on a regular basis.
- On sloped roofs, glass skylights are the best choice because of increased likelihood of exposure to radiant heat.
- If the skylight can open, close it when wildfire is threatening to prevent embers from entering the home. Consider adding a 1/16-inch noncombustible corrosion resistant-metal mesh screening to reduce ember intrusion into the home in case the skylight cannot be closed before evacuation.

Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)

Windows

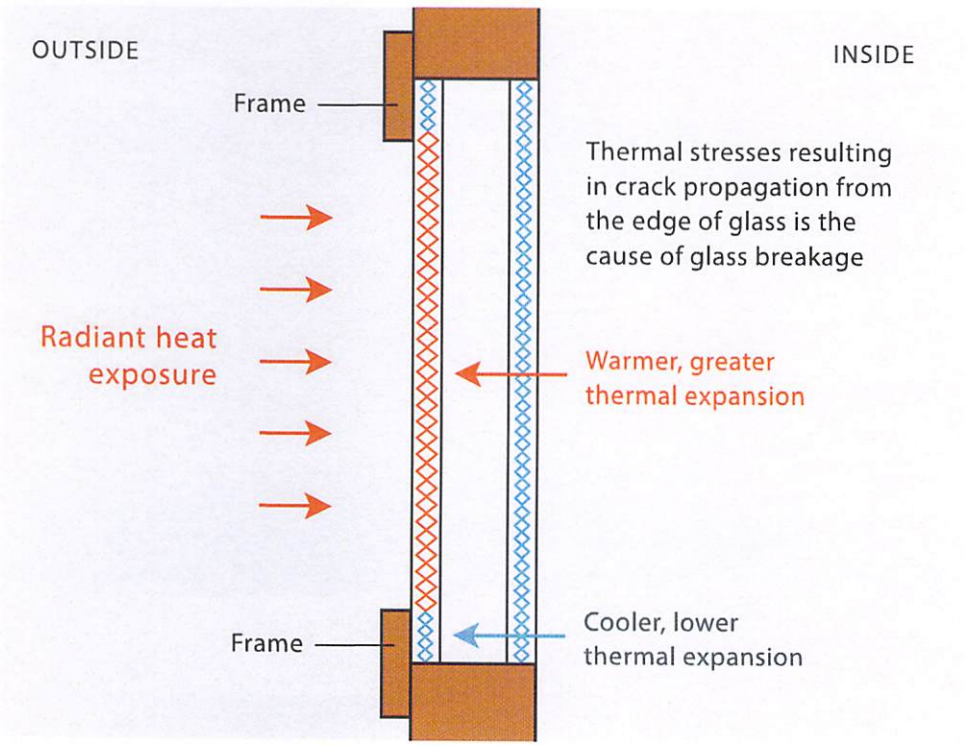
Windows can be a vulnerable component of a home if the framing material ignites or deforms, or if the glass breaks and falls out, both allowing embers or flames to enter the home. The most vulnerable part of a window is the glass. Glass breakage occurs when cracks, propagating from the outer edge inward, occur due to thermal stress that develops when a window is exposed to flames or radiant heat.

Tempered glass is three to four times more resistant to heat exposures than typical annealed glass and is therefore a better choice when selecting windows. Metal and plastic-clad fiberglass window screening will absorb radiant energy, providing additional protection against radiant heat exposure to the glass in your windows. Plastic-clad fiberglass screening will fail if flames contact it, reinforcing the need for an effective ember-resistant zone.

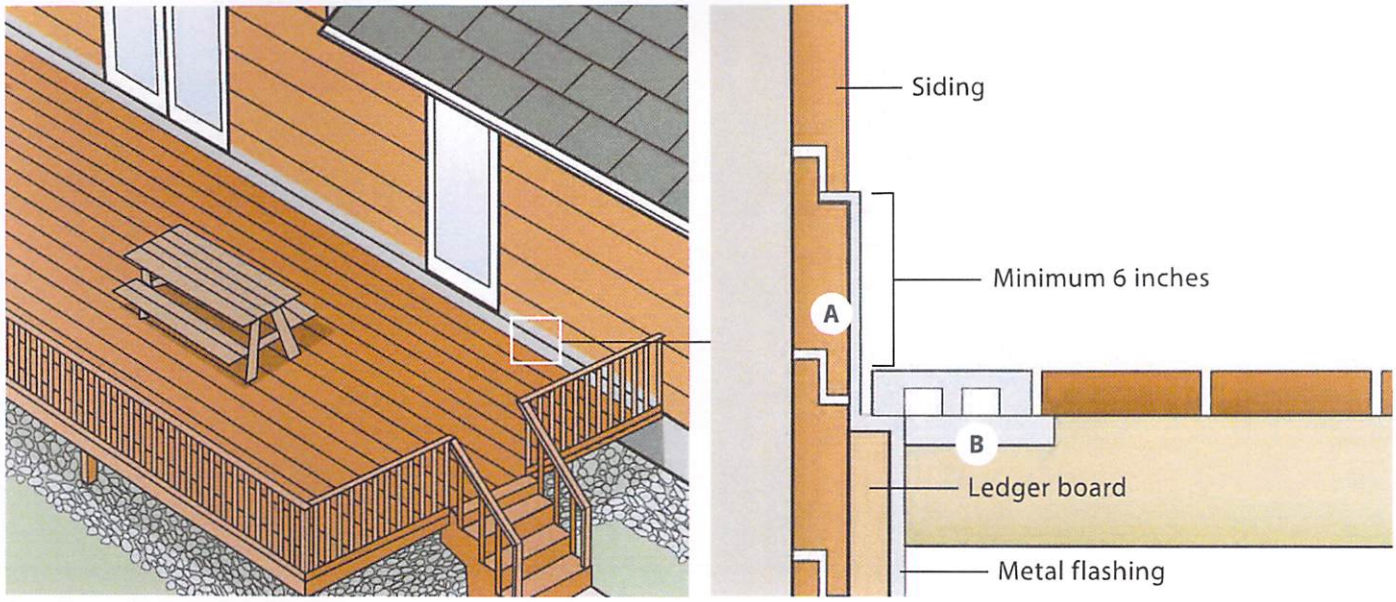
HOW TO REDUCE THE VULNERABILITY OF WINDOWS

- When replacing windows, choose multi-pane options containing tempered glass.
- If neighbors or outbuildings are within 30-feet of the home, consider installing deployable noncombustible shutters to provide additional protection.
- Install screens in all operable windows. Screens increase ember resistance by keeping embers out of the home and also decrease radiant heat exposure.
- Close windows when wildfire is threatening.

DUAL-PANE WINDOW



Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)



A *Install metal flashing between the ledger board and joists to protect the combustible siding material. The flashing should extend above and below the ledger board.*

B *Replace the deckboard next to the house with noncombustible material.*

Decks

If a deck attached to a home ignites, the home can be exposed to flames and/or radiant heat. What is stored underneath and on top of decks can also be an ignition source. Depending on the decking material, embers can also directly ignite deck boards. Decks that overhang a slope can be exposed to flames if trees and other vegetation downslope of the deck ignite, resulting in flames contacting the bottom of the deck.

Most commercially available deck boards are combustible. These include redwood, cedar and tropical hardwoods, such as ipe, and all plastic composite lumber decking products. Pressure impregnated fire retardant treated (FRT) wood deck boards are less vulnerable to flames and embers. Higher density hardwood decking and plastic composite decking are less vulnerable to ignition by embers compared to softwood decking (i.e., redwood and cedar). Although some metal deck boards are now available, noncombustible options are typically referred to as solid surface decks because they consist of lightweight concrete, possibly with an additional noncombustible walking surface such as flagstone. Use of noncombustible (i.e., steel) joists in conjunction with combustible deck boards will reduce the overall vulnerability of the deck.

HOW TO REDUCE THE VULNERABILITY OF DECKS

- Create an ember-resistant zone under the footprint of and around all decks. This action will reduce the likelihood of under-deck flame exposure.
- If a deck overhangs a slope, create and maintain an effective defensible space downslope of the deck to reduce the chance of flames reaching the underside of the deck.
- Apply metal flashing or foil-face bitumen tape on top of and a few inches down the side of the support joists. This is an effective strategy to minimize fire growth when a deck is ignited by embers, but would not help if the deck were ignited directly by flames under the deck. Using steel joists also reduces the vulnerability of the deck from both flames and embers.

Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)

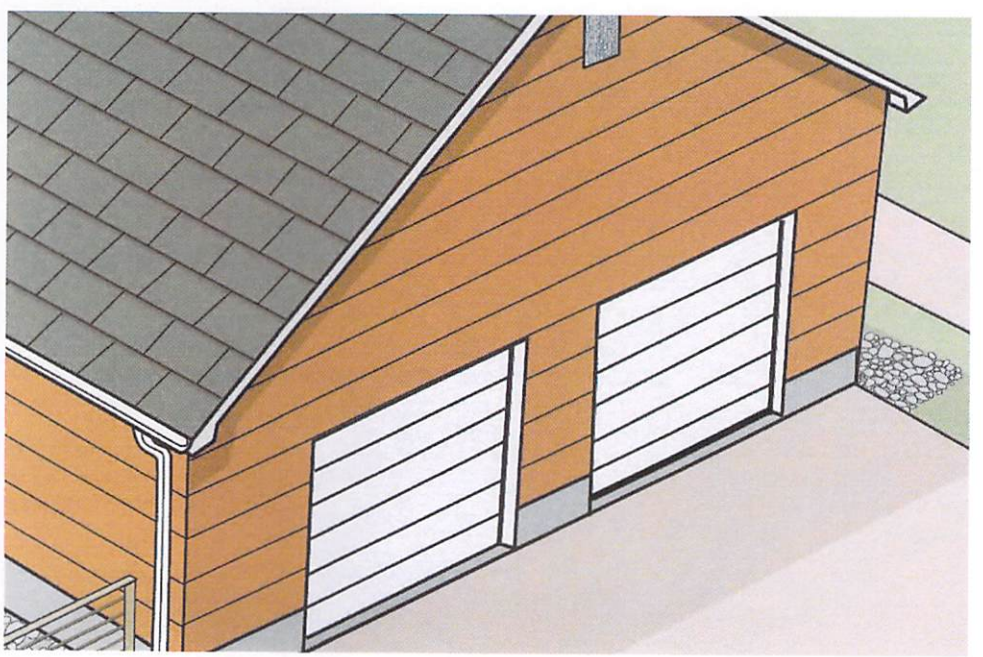
- For cedar and redwood decks, increase the size of the gap between deck boards to ¼ inch so that vegetative debris can fall through rather than accumulate on the deck. Be sure to routinely clear debris from under the deck.
- If a deck is made of combustible decking materials, replace the board closest to the home with a noncombustible material.
- In new deck construction, consider using noncombustible or higher density decking products.
- Move combustible cushions from deck furniture to inside and relocate combustible furniture (especially those with woven components that can trap embers) away from the house.

Garages

Garages, whether attached to the home or detached as a separate building, can threaten homes if the garage ignites. Since it is normal to store combustible materials in a garage, steps should be taken to reduce the ignitability of the garage because embers can easily enter under or around poorly sealed garage doors.

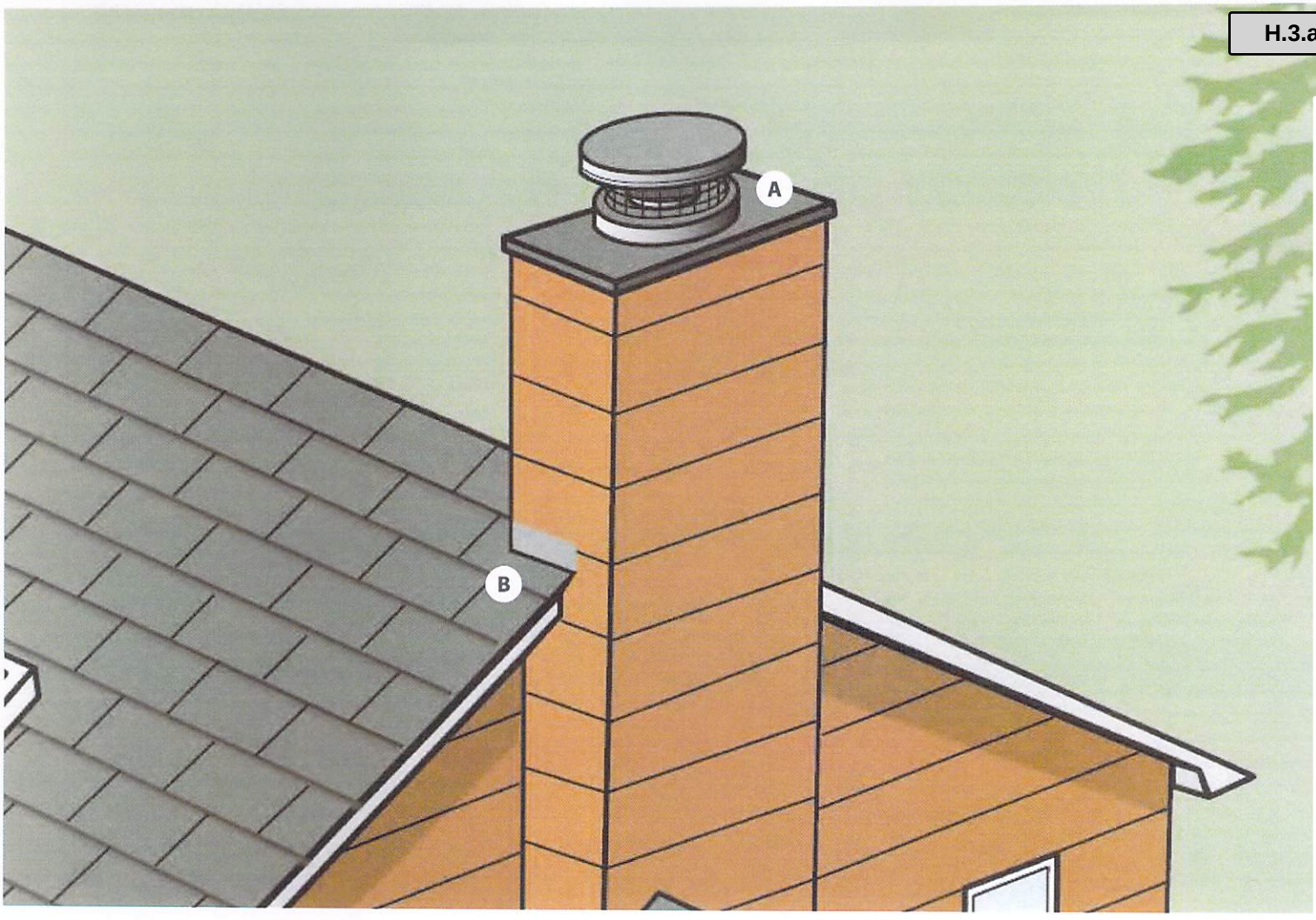
HOW TO REDUCE THE VULNERABILITY OF GARAGES

- Whether a garage is detached or attached, include it in defensible space planning and maintenance, including the ember-resistant zone.
- Make sure the space between the garage door and framing is well sealed to minimize the entry of embers into the garage.
- Garage windows, vents and other construction components should be treated the same as they would be if part of the home.
- Add a battery back-up to the garage door motor so that the garage can easily be opened or closed if power is out.
- Close garage doors when wildfire is threatening.



← *Make sure garage doors are well sealed and closed before evacuating.*

Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)



A *Cover the stovepipe/chimney with a metal screen (no smaller than ⅜-inch and no larger than ½-inch).*

B *Install metal flashing at the chimney-roof intersection.*

Chimneys

Chimneys and stovepipes can be a vulnerable part of the home if not installed correctly and properly cleaned and maintained annually. Vegetative debris can accumulate on the roof adjacent to the chimney chase. This is another roof-to-wall connection that can be vulnerable to ignition by embers.

HOW TO REDUCE THE VULNERABILITY OF CHIMNEYS

- Use of metal step flashing at roof-to-siding intersection (flashing extending up the wall) can reduce the vulnerability to embers.
- Cover chimney and stovepipe outlets with a noncombustible screen. Use metal screen material with openings no smaller than ⅜-inch and no larger than ½-inch to minimize embers leaving the chimney.
- Close the fireplace flue during fire season when the chimney is not in use.

Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)

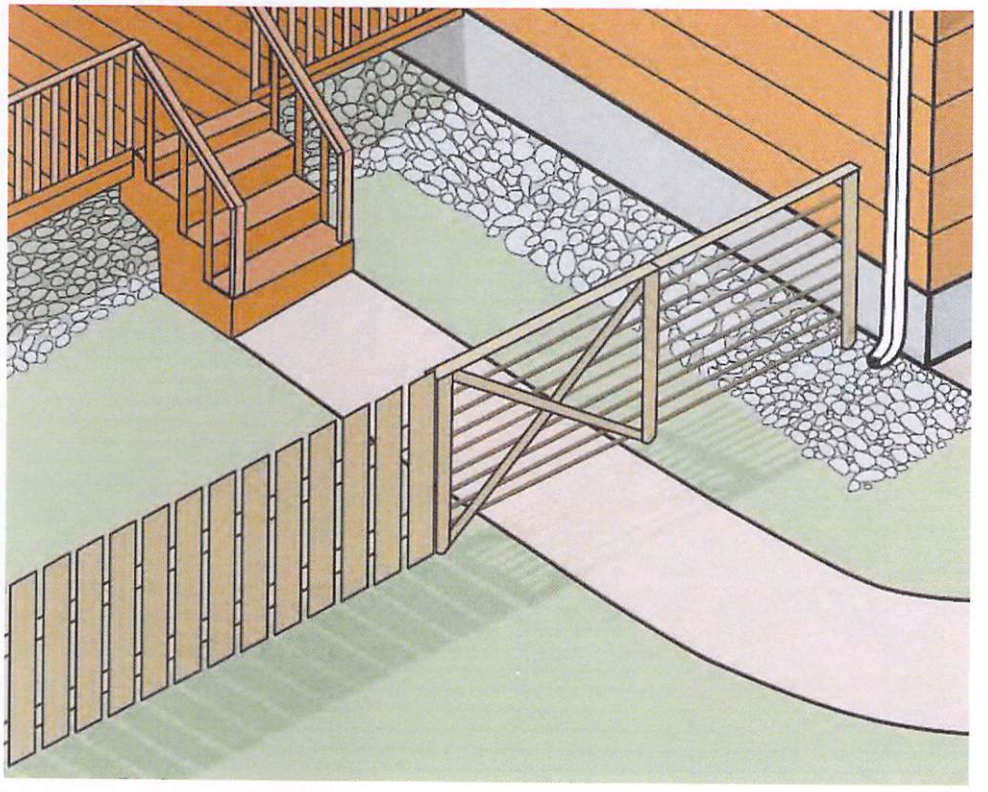
Fences

Combustible fencing can provide a direct path to a home if surrounding vegetation or embers ignite it. Best practice is to separate the fence from the house or upgrade the last 5-feet of the fence to a noncombustible material to reduce the chance of the fence from bringing fire to the home.

Privacy fences (planks all on one side of horizontal supports) are the most vulnerable to ignition because the horizontal to vertical intersection provides a ledge and backstop where embers can accumulate and ignite the fence. Good neighbor (planks alternating) and lattice are more porous, and therefore more difficult to ignite via ember exposure. Vinyl fences are not as vulnerable to embers, but can ignite through direct flame exposure if vegetative debris has accumulated at its base. As is the case with vinyl siding, vinyl fencing will be vulnerable to deformation from radiant heat exposure. All fences are more vulnerable when vegetative debris has accumulated at their base.

HOW TO REDUCE THE VULNERABILITY OF FENCES

- Replace the combustible portion of the fence near the home with a noncombustible section. The noncombustible section should be a minimum of 5-feet long.
- Remove vegetative debris that can accumulate at the base of the fence on a regular basis. Do not use fences as a trellis for plants because plants can create and trap ignitable vegetative debris.



← *Rather than replacing the entire fence, replace the 5-feet closest to the home with a noncombustible option.*

Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)

Glossary

BEVEL JOINT A type of lap joint, typically seen in horizontally applied siding. This lap joint, when used with a combustible siding product, is the most vulnerable to fire penetration.

CHIMNEY CHASE The area or structure around metal flue pipes. The chase is usually built with wood, metal or brick.

DORMER A part of a building that extends beyond the vertical plane of the roof. This extension also has a roof covering and typically incorporates a window on the exterior wall.

EMBER Also called firebrand. Burning (or glowing) particles of vegetation from tree branches, parts of shrubs or chaparral, or other combustible materials (e.g., construction materials) that ignite and burn during a wildfire and are carried in wind currents to locations beyond the wildfire front.

FIBER CEMENT A generic term for a siding product that is made using cement, wood fiber and other additives.

FINE-MESH SCREENING In the context of this document, ⅛-inch or finer screening that is used to cover vent openings and operable windows.

FOIL-FACE BITUMEN TAPE A flashing material whereby an aluminum foil material is part of a bitumen tape system.

GOOD-NEIGHBOR FENCE In the context of this document, this type of fence is one where the vertical planks alternate between the sides of the horizontal support members. A "good-neighbor" fence is usually compared to a "privacy" fence, where the vertical planks are all on the same side of the horizontal supports.

GYPSUM WALLBOARD A panelized product made from calcium sulfate dihydrate. These panels are commonly used for paneling on the interior of homes and buildings. A special type of gypsum wallboard can be used as a fire-resistant component in a one-hour wall assembly.

LADDER FUELS Low-lying branches and vegetation that can help carry flames from the surface into the canopy of trees or shrubs.

LAMINATED GLASS A type of safety glass that consists of two (or more) layers of annealed glass that are connected with adhesive interlayers.

LAP JOINT The type of overlap connection between boards or panels on the siding of a building.

METAL DRIP EDGE FLASHING Also called angle flashing, this material is typically used to protect the edge of the roof where the roof covering meets the exterior (vertical) framing.

MULTI-PANE WINDOW A term used to indicate multiple glass panes in a window. One pane of glass would be indicated by "single-pane."

ONE-HOUR WALL CONSTRUCTION An assembly that provides enhanced resistance to the penetration of fire.

OPEN-EAVE A type of construction whereby roof rafters are exposed in the area where they extend beyond the exterior walls of the building. In this type of construction, wood members, typical nominal 2-inch thick lumber, are used to fill the space between roof rafters.

PLASTIC-CLAD FIBERGLASS SCREENING Commonly used window screening material. Typical screen size is 1/16-inch mesh.

PRESSURE-IMPREGNATED FIRE-RETARDANT TREATED A process whereby a fire-retardant chemical is injected into the material (e.g., wood) under a pressurized process. This process results in a deeper penetration of the chemical into the wood.

ROOF COVERING The part of the roof assembly visible from outside the building. Common roof covering materials include asphalt composition shingles, tile and metal.

SHEATHING The first covering of boards or of waterproof material on the outside wall of the house.

SHIPLAP A type of lap joint used for horizontal and vertical siding. Along with tongue-and-groove pattern, this pattern is a better choice when considering improved resistance to fire penetration.

SOFFITED-EAVE A type of construction where the area of the roof rafters that extend beyond the exterior wall of a building are enclosed, typically by attaching a panelized product that connects the edge of the roof to the exterior wall.

STUCCO A siding material usually consisting of a mixture of sand, Portland cement, lime, water and other additives.

TEMPERED GLASS A heat-treated glass that enhances resistance to heat exposures three to four times over that of regular (annealed) glass.

UNDERLAYMENT A panel or sheet material in the roof assembly, underlying the roof covering, that improves the fire rating of the covering.

VENT COVER A solid material used to temporarily cover a vent opening to prevent the entry of embers.

Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)

Online Resources

The following websites have resources and information on home-hardening, defensible space, and other tips to prepare for wildfire.

Living With Fire Program - www. livingwithfire.com

University of California Agriculture and Natural Resources - www.ucanr.edu/sites/fire

Insurance Institute for Home and Business Safety–Wildfire - www.ibhs.org

CAL FIRE Ready for Wildfire - www.readyforwildfire.org

Sustainable Defensible Space - www.defensiblespace.org

Acknowledgments

The following individuals provided substantial contributions to the development of the Wildfire Home Retrofit Guide: Amanda Milici (Sierra Nevada Alliance AmeriCorps), Forest Schafer (California Tahoe Conservancy), Mark Regan (NV Energy), and Chris Anthony (CAL FIRE). Graphic design was provided by Maja Thaler and Emma Mitchell of SDBX Studio, LLC. Illustrations were provided by Liz Bradford. We thank members of the Lake Tahoe Regional Fire Chiefs Association, the Tahoe Fire and Fuels Team, and five anonymous peer reviewers for valuable feedback. CAL FIRE awarded funding to develop and publish the Wildfire Home Retrofit Guide. The Wildfire Home Retrofit Guide project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy and improving public health and the environment—particularly in disadvantaged communities. For more information about this publication contact the Living With Fire Program at LWF@unr.edu, a program of University of Nevada, Reno Extension conducted in collaboration with numerous partners.

Partner Logos

Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)

SP-20-11

Authors: Christina Restaino[1], Susan Kocher[2], Nicole Shaw[3], Steven Hawks[4], Carlie Murphy[3], Stephen L. Quarles[2]

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[3]Tahoe Resource Conservation District

[4]CAL FIRE

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A partnership of Nevada Counties; University of Nevada, Reno; and the U.S. Department of Agriculture

EXTENSION
College of Agriculture, Biotechnology & Natural Resources

LIVING WITH FIRE TAHOE

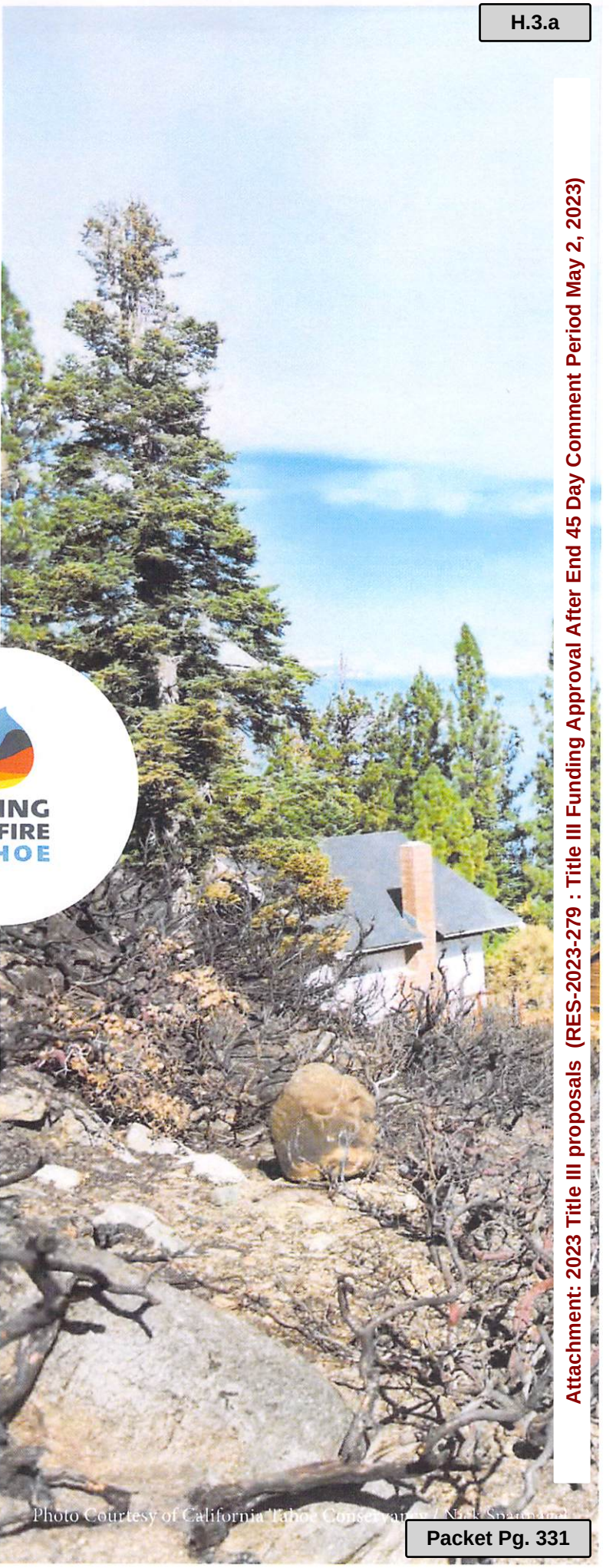


Photo Courtesy of California Tahoe Conservancy / Nick Sparrow

Attachment: 2023 Title III proposals (RES-2023-279 : Title III Funding Approval After End 45 Day Comment Period May 2, 2023)

MARIPOSA COUNTY

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

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Receive a Presentation from Mariposa Minds Matter on Mental Health Stigma

---

RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation from Mariposa Minds Matter on Mental Health Stigma.

PRESENTATION OUTLINE:

Mariposa Minds Matter (MMM) is an integral part of the Behavioral Health Board (BHB). MMM is made up of members of the BHB, consumers, community-based partners, and staff. Activities held throughout the year are designed to reduce stigma in our unique rural community. In 2018, the Committee renamed themselves from the "Stigma Reduction Committee" to the "Mariposa Minds Matter Task Force." This program is designed to welcome community members' participation in the development of stigma and discrimination reducing activities.

Mental health stigma has widespread negative impacts. This can include avoiding care and support, reduced hope, lower self-esteem, harmful behaviors, difficulties with social relationships, and increased risks of suicide. By focusing on reducing stigma and increasing awareness, both individuals and communities can benefit and thrive.

MMM is a program specifically targeted to reduce stigma and discrimination by increasing awareness through: education, resources, quizzes, games, and demonstrations. This program is expected to increase acceptance, dignity, and inclusion for individuals with mental illness. The intention of the program is also to encourage self-acceptance for those that may be struggling.

BACKGROUND AND HISTORY:

The Board has received previous presentations from similar community organizations and groups to address topics of importance and interest.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action requested.

Information Item

ATTACHMENTS:
Mariposa Minds Matter Mental Health Stigma (PDF)

RESULT: INFORMATION RECEIVED



Mariposa Minds Matter

GROUP OF COLLABORATING AGENCIES
THROUGHOUT MARIPOSA COUNTYG

Attachment: Mariposa Minds Matter Mental Health Stigma (14044 : Receive a Presentation from Mariposa Minds Matter on Mental Health Stigma)

Greetings Everyone!

Presenters:

- Mariposa Minds Matter Group Members from Collaborating Agencies



Mariposa Minds Matter

Attachment: Mariposa Minds Matter Mental Health Stigma (14044 : Receive a Presentation from Mariposa Minds Matter on Mental Health Stigma)



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02 What is Stigma?

03 Types of Mental Health Stigma's

04 How to Reduce/Erase Mental Health Stigma

05 Conclusion

Mariposa Minds Matter

Attachment: Mariposa Minds Matter Mental Health Stigma (14044 : Receive a Presentation from Mariposa Minds Matter on Mental Health Stigma)

What is Mental Illness?

A Mental Illness s syndrome or cluster of symptoms that is associated with dysfunction and an increased risk of death, pain or loss of freedom.

✦ Depression and mania are common examples of mood disorders. Schizophrenia is typical of a more serious mental illness

✦ Any mental illness can be found to be severe. Anxiety disorders are another set of common mental illnesses. Mental illness can be short lived, or an ongoing, chronic condition. And mental illness can affect anyone at some point or another.

Diagnosis is important to Mental Health as it provides a framework for research and for case conceptualization and treatment. However, diagnosis can, also, be troublesome in that a person can be seen only as his or her diagnosis.

✦ A diagnosis does not take into account someone's singular unique experience which is different for each person even with the same diagnosis.



Mariposa Minds Matter

Attachment: Mariposa Minds Matter Mental Health Stigma (14044 : Receive a Presentation from Mariposa Minds Matter on Mental Health Stigma)

What is Stigma?

Stigma includes prejudice and discrimination by a community that blocks a person's aspirations and sense of inclusion and well-being. For example, being left-handed in many Catholic schools in the 1960’s that is well documented.)

✦Stigma against mental illness can come from several sources, including personal, social and family beliefs, and from the mental health condition itself, which may cause a person to act outside what is considered the social or cultural norm.

✦A lack of awareness, education, perception, and a fear of people with mental illness can all lead to stigma.



Research has identified a variety of prejudices and discriminatory behaviors reflecting the stigma of mental illness.

✦Most damning is that those with mental illness are unpredictable and dangerous.

✦Another is that people with mental illness are somehow responsible for or even chose their illness.

✦A third has to do with incompetence; that people with mental illness are unable to fulfill roles sought by most peers in their culture.

✦More examples of stereotypes about those with mental illness: People with substance use disorders are criminals. People with intellectual disabilities are socially ignorant and incompetent.

Mariposa Minds Matter

Attachment: Mariposa Minds Matter Mental Health Stigma (14044 : Receive a Presentation from Mariposa Minds Matter on Mental Health Stigma)

Types of Mental Health Stigma



- **Public Stigma:** When the majority of people in a given community endorse stereotypes of mental illness and act in a discriminatory manner.

- Discriminatory behaviors include avoidance, segregation and withdrawal.

- Examples are not wanting residential homes for those with mental illness in the neighborhood; not interacting with these folks in a social settings; a landlord not renting to a person with a mental illness; and an employer refusing to hire or promote a person with a mental illness.

Mariposa Minds Matter

Attachment: Mariposa Minds Matter Mental Health Stigma (14044 : Receive a Presentation from Mariposa Minds Matter on Mental Health Stigma)

Types of Mental Health Stigma



Mariposa Minds Matter

- *Self-Stigma:* People internalize prejudice and stigma about themselves. “I am mentally ill so I must be incompetent.” “ must be unreliable.” “I won’t try for that new job because can't handle it.”

- It is hard enough for a person with mental illness to dea with the stress, sadness and depression of mental illness they must also deal with the shame that occurs from publicly perceived weakness.

- Internalized stigma damages self-esteem and self-efficacy As a result, persons with mental illness often do not take or new tasks, do not seek out meeting new people, do not go to clinics for help, and can give up on life altogether.

Attachment: Mariposa Minds Matter Mental Health Stigma (14044 : Receive a Presentation from Mariposa Minds Matter on Mental Health Stigma)

How to Reduce/Erase Mental Health



Mariposa Minds Matter

- Erasing prejudice and discrimination of mental illness is not enough. These need to be replaced with affirming attitudes and behaviors.
- For example, hiring and renting to those with mental illness; making available reasonable accommodations for people with mental illness as we have for people with physical disabilities. Job coaches and housing coaches have shown to be effective accommodations and result in increased personal success and sense of worth for those with mental illness.

- We can impact Public Stigma through education including media-based strategies using PSA's and social marketing; and through face-to-face approaches with people with lived experience like inviting them so speak at an event.

- We can impact Self-stigma through education, cognitive therapy and peer support. Personal empowerment reduces stigma. Research shows that people with mental illness who view themselves as worthy and believe their goals are achievable are able to suppress the harmful effects of self-stigma

Attachment: Mariposa Minds Matter Mental Health Stigma (14044 : Receive a Presentation from Mariposa Minds Matter on Mental Health Stigma)



Ways to Maintain Positive Mental Health

- Getting professional help
- Stay positive
- Get enough sleep
- Develop coping skills
- Getting physically active

Mariposa Minds Matter

Attachment: Mariposa Minds Matter Mental Health Stigma (14044 : Receive a Presentation from Mariposa Minds Matter on Mental Health Stigma)



QUESTIONS?

We’re here to help the community and try to break stigma of Mental Health in Mariposa, CA.

Mariposa Minds Matter

Presentation by Really Great Site

Attachment: Mariposa Minds Matter Mental Health Stigma (14044 : Receive a Presentation from Mariposa Minds Matter on Mental Health Stigma)

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

ORDINANCE 2023-1185

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Amend Chapter 8.52 of an Ordinance, Ambulance Service

RECOMMENDED ACTION AND JUSTIFICATION:
Waive the Second Reading and Adopt an Ordinance Titled "an Ordinance Amending Chapter 8.52, Ambulance Service."

This amendment allows for three options in standard ambulance service for the contracted ambulance service in Mariposa County while still providing appropriate medical response. One of the three standards outlined in the ordinance shall be maintained at all times by all holders of a license to provide ambulance services within Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Chapter 8.52 Ambulance Service was adopted by Ordinance 997 Section IV on 10/28/2003 and has not been revisited to date.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If not adopted, ambulance service would be difficult to acquire for Mariposa County due to paramedic staffing shortages nation-wide.

ATTACHMENTS:
Ambulance Proposed Ordinance Summary (DOC)
Mariposa County Ambulance Ordinance First Reading (DOCX)
Mariposa County Ambulance Ordinance Second Reading (DOCX)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Danette Toso, District III Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 14021

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE AMENDING
TITLE 8 OF THE MARIPOSA COUNTY CODE

Notice is hereby given that on Tuesday, May 16, 2023, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance amending Chapters 8.52.020, 8.52.030, 8.52.040, 8.52.050, 8.52.060, 8.52.070, 8.52.080, 8.52.90, and 8.52.110 of Title 8 of the Mariposa County Code as follows:

8.52.020: Amends current text, Definitions, which adds context for Basic Life Support ambulance, Critical Care Transport, Emergency Medical Dispatch and Quick Response Vehicle. The definitions were also alphabetized.

8.52.030: Amends current text, License Required, grammatical corrections.

8.52.040: Amends current text, Application for license, grammatical corrections.

8.52.050: Amends current text, Standards for ambulance service, adds options for ambulance staffing to include Basic Life Support, Advanced Life Support and/or Quick Response Vehicle. Added language that allows for dispatching of Basic Life Support Ambulance through Emergency Medical Dispatch criteria.

8.52.060: Amends current text, Granting/denial of license, Language added referring to an Appeal Hearing.

8.52.070: Amends current text, Bond required, grammatical corrections.

8.52.080: Amends current text, Subsidy by county, grammatical corrections.

8.52.110: Amends current text, Revocation or suspension of license, grammatical corrections.

A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

Danielle Bondshu
Clerk of the Board

Attachment: Ambulance Proposed Ordinance Summary (2023-ORD-1185 : Amend Chapter 8.52 of an Ordinance, Ambulance Service)

FIRST READING

MARIPOSA COUNTY ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 8.52 OF THE MARIPOSA COUNTY CODE ENTITLED "AMBULANCE SERVICE"

WHEREAS, the Board of Supervisors desire to amend Chapter 8.52 of the Mariposa County Code, and

WHEREAS, this amendment will add language to allow for a tiered response by any contracted ambulance in the County of Mariposa,

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Chapter 8.52 of the Mariposa County Code is hereby amended to read as follows:

8.52.010 Intent of the chapter.

It is the intent of this chapter to protect the public from unsafe and/or unsanitary operation of ambulance services and from disruption or the abrupt cessation of ambulance services.

8.52.020 Definitions.

A. Except as otherwise required by the context of this chapter, words and phrases shall have meanings as set forth below:

~~A.~~B. "Advanced Life Support" or "ALS" means an ambulance staffed by a minimum of one (1) paramedic and one (1) EMT to provide ALS services.

~~B.~~C. "Ambulance" means a vehicle constructed and equipped specifically for the purpose of transporting sick, injured, convalescent, infirm or otherwise incapacitated persons. Ambulance does not mean any vehicle staffed and used to provide first aid or stabilizing medical aid while awaiting the arrival of an ambulance, such as those vehicles retained to provide such stabilizing services at sporting and entertainment events.

D. "Ambulance staff" means people who have been adequately trained and certified or licensed to work on an ambulance, minimally certified as an emergency medical technician ("EMT~~-IA~~").

~~C.~~E. "Basic Life Support" or "BLS" means an ambulance staffed by a minimum of two (2) EMT's to provide B~~asic~~ L~~ife~~ S~~upport~~ services.

~~D. "Backup ambulance" means an ambulance available, operational, equipped and staffed such that it can function as an emergency ambulance vehicle with no advanced warning should any other ambulance be unavailable to respond.~~

F. "Board of supervisors" means the board of supervisors of Mariposa County.

G. "Critical Care Transport" or "CCT" means the transport of a patient by ambulance between medical facilities where it has been determined by the patient's physician that such transport requires medical supervision beyond the scope of the practice of a paramedic.

H. "Dispatch agency" means the agency responsible for dispatching ambulances and ~~emergency~~ ambulance services as designated by the local emergency medical services agency.

I. "Dispatch time" means the time elapsed from notification of ambulance staff of an emergency call until the ambulance is en-route to that emergency.

J. "Emergency Medical Dispatch Protocol Reference System" or "EMD" means a LEMSA approved dispatch system that includes the protocol used by an emergency medical dispatcher in an EMD provider agency to dispatch aid to medical emergencies.

K. "Emergency medical services" or "EMS" means the service performed in response to an emergency call.

L. "License" to operate an ambulance service in Mariposa County shall mean a formal license issued pursuant to chapter 8.52 of the county code. A contract entered into by and

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between the county of Mariposa or the LEMSA and an ambulance provider shall also constitute a "license" pursuant to chapter 8.52 of the county code.

M. "Local EMS agency" or "LEMSA" means an EMS agency designated by the Mariposa County board of supervisors as the EMS agency for Mariposa County.

N. Mobile Intensive Care Nurse" or "MICN" means a registered nurse who is functioning pursuant to Section 2725 of the Business and Professional Code, and who has been authorized by the LEMSA Medical Director to issue instructions to prehospital emergency medical care personnel within Mariposa County according to the Prehospital Treatment Guidelines developed by the LEMSA.

O. "Quick Response Vehicle" means a vehicle~~,~~ staffed by a minimum of one (1) paramedic to provide ALS services.

P. "Standby" means the same thing as "backup."~~.~~ (Ord. 997 Sec.IV, 2003)

~~E. p~~"Emergency Medical Dispatch (EMD) Protocol Reference System" means an LEMSA approved dispatch system that includes the protocol used by an emergency medical dispatcher in an EMD provider agency to dispatch aid to medical emergencies.

~~F. "Board of supervisors" means the board of supervisors of Mariposa County.~~

~~G. "Dispatch agency" means the agency responsible for dispatching ambulances and emergency ambulance services as designated by the local emergency medical services agency.~~

~~H. "Dispatch time" means the time elapsed from notification of ambulance staff of an emergency call until the ambulance is en route to that emergency.~~

~~I. "Emergency medical services" or "EMS" means the service performed in response to an emergency call.~~

~~J. "License" to operate an ambulance service in Mariposa County shall mean a formal license issued pursuant to chapter 8.52 of the county code. A contract entered into by and between the county of Mariposa and an ambulance provider shall also constitute a "license" pursuant to chapter 8.52 of the county code.~~

~~K. "Local EMS agency" means an EMS agency designated by the Mariposa County board of supervisors as the EMS agency for Mariposa County.~~

~~L. "Standby" means the same thing as "backup.". (Ord. 997 Sec.IV, 2003)~~

8.52.030 License required.

A. No person (either as owner, agent or otherwise) shall furnish, operate, conduct, maintain, or otherwise engage in or advertise, offer or profess to engage in the provision of ~~emergency~~ ambulance service in Mariposa County unless that person has a currently valid license to do so issued by Mariposa County or the LEMSA and is, and remains at all times in compliance with the provisions of this chapter except as set forth in subsection "B" below.

B. Notwithstanding anything to the contrary contained herein, there shall be no license required to operate an ~~emergency~~ ambulance in the following areas of Mariposa County:

1. Yosemite National Park, including areas of private inholding within Yosemite National Park.

2. The area served by State Highway 140 from the border of Yosemite National Park through and including the confluence of the Merced River and the South Fork of the Merced River.

3. All areas of Mariposa County adjacent to Highway 41 from Oakhurst to the entrance of Yosemite National Park.

~~41 from Oakhurst to the entrance of Yosemite National Park.~~

4. The community contiguous to Yosemite National Park known as "Yosemite West."~~.~~

C. Licenses for ambulance service in Mariposa County are non-transferable and, upon change in ownership of any licensed ambulance service, application for a new license must be made to the County.

8.52.040 Application for license.

A. Application for a license to provide ambulance service shall be made on a form and in a manner prescribed by the local EMS agency.

B. Data which shall be supplied in applying for a license to provide ambulance

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Attachment: Mariposa County Ambulance Ordinance First Reading (2023-ORD-1185 : Amend Chapter 8.52 of an Ordinance, Ambulance

service shall include all the items required by the local EMS agency, including but not limited to the following:

1. Names and addresses of the applicant(s), registered owner(s), director(s) and controlling shareholder(s) of the ambulance company.

2. Documentation of the applicant's training and experience in ambulance service.

3. The name of the ambulance company under which the applicant proposes to engage in ambulance service in Mariposa County.

4. A ~~S~~standard financial statement for the current and previous fiscal year, prepared by a certified public accountant, as a representation of the ~~provider~~applicant's financial viability.

5. A ~~D~~description of the ambulances to be utilized in the ambulance service in Mariposa County, including make, model, year of manufacture, vehicle identification number, current state license number, and the length of time the vehicle has been in use.

6. A description of the proposed operation of the ambulance service within Mariposa County, including number of vehicles to be supplied, location where the vehicles will be based, staffing pattern, and backup plans for provision of ambulance service in case of equipment failure or inability to provide personnel at any given time.

7. A description of the ~~company~~applicant's program for maintaining the vehicles.

8. A description of the number, type, and frequency of the private line of the vehicle's radios.

9. A description of the location from which ambulance service will be offered, noting the hours of operation and the number of ambulance units to be deployed on each shift.

10. A current list, amended as necessary, giving the name and certification level of all staff or a reasonable proof of ability to hire the required number of adequately certified staff.

11. A description of the company's training and orientation program for ambulance staff.

12. A ~~S~~statement of the legal history of the applicant(s), including criminal and civil convictions, judgments or liens.

13. A ~~D~~description of the applicant's ability to provide ambulance service within the required areas of the County twenty-four (24) hours a day, seven (7) days a week, year round.

14. All current and proposed service charges and the rate structure of the ~~company~~applicant.

15. Affirmation that the applicant possesses and maintains currently valid California Highway Patrol Inspection Reports for each vehicle listed in the application.

16. Evidence of insurance coverage which meets or exceeds that required by the California Vehicle Code and meets or exceeds coverage of one million dollars ($1,000,000) ofprofessional liability insurance, per occurrence, with Mariposa County named as additional insured.

17. Documentation of any experience of the applicant in the operation of ambulance service or emergency medical service, including any prior governmental sanctions imposed against the applicant(s), including but not limited to, revocation of prior permits to provide ambulance service.

18. Documentation of a business office location or proposed business office location within Mariposa County and location of the ambulances and documentation that these locations will not cause significant traffic congestion.

19. Documentation of the proposed painting scheme of the ambulances.

20. A description of the proposed method for maintaining ambulance staff clinical proficiency when assigned to low call volume areas.

8.52.050 Standards for ambulance service.

The following standards shall be maintained at all times by all holders of a license to provide ambulance service within Mariposa County. At the time of application for said license, the applicant shall provide to the ~~local EMS A~~agency LEMSA documentation of how these

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FIRST READING

standards will be met and maintained.

A. Twenty-four hours a day/one year service: Ambulance service shall be provided within the required areas of Mariposa County by each holder of a license for ambulance service in the County, on a twenty-four (24) hour a day, seven (7) day a week basis for a period of time not less than one year, from the date that the license is initially granted.
~~(24) hour a day, seven (7) day a week basis for a period of time not less than one year, from the date that the license is initially granted.~~

B. Minimum ambulance requirements shall be one of the options below: ~~of two ambulances: Licensee shall, at all times, have available within Mariposa County a minimum of two ambulances, adequately equipped and staffed to provide advanced life support. One of the vehicles may be used as backup or "standby" in the case that, for any reason, the first line ambulance is unable to respond for any given period of time.~~

Option 1: Two (2) Basic Life Support (BLS) ambulances with one (1) stationed in North County and one (1) stationed in South County. One (1) Advanced Life Support (ALS) Quick Response Vehicle (QRV) stationed in Bear Valley. Basic Life Support (BLS) ambulances dispatched to all calls and the Advanced Life Support (ALS) Quick Response Vehicle (QRV) dispatched to EMD calls triaged for Advance Life Support (ALS).

Option 2: One (1) Basic Life Support Ambulance (BLS) stationed in South County, one (1) Advanced Life Support (ALS) ambulance stationed in North County and One (1) Advanced Life Support (ALS) Quick Response Vehicle (QRV) stationed in South County. Basic Life Support (BLS) ambulance will be dispatched to all calls in South County and to calls identified through the EMD process as Basic Life Support (BLS) in North County. Advanced Life Support (ALS) ambulance dispatched to all calls in North County and Advanced Life Support (ALS) Quick Response Vehicle (QRV) dispatched to EMD calls triaged as Advanced Life Support (ALS) in South County.

Option 3: One (1) Basic Life Support ambulance in South County. Two (2) Advanced Life Support ambulances, one (1) in North County and one (1) in South County. Advanced Life Support (ALS) ambulances dispatched to calls as needed to meet response time requirements and Basic Life Support (BLS) ambulance dispatched to EMD calls triaged for Basic Life Support (BLS).

~~B.~~

~~C. Advanced life support: The minimum level of staffing for licensed ambulances in Mariposa County shall be at least EMT-P, as specified by local EMS policy, dispatched on all emergency calls. Ambulances equipped to provide basic life support and staffed by EMT-IA's only may not be utilized for emergency ambulance service.~~

C. Unless directed by a treating physician for an interfacility transfer or authorized by an EMS dispatch center trained in the Emergency Medical Dispatched Protocol Reference System to respond with an ambulance staffed and equipped at the BLS or CCT level, the level of response to ambulance requests shall be by ALS ambulance.

D. Response standards: Licensee shall respond to all emergency calls assigned to licensee. If licensee is unable to respond to any given emergency call, licensee shall immediately so inform the dispatch agency and subsequently (but no later than the next working day) provide written documentation to the ~~local EMS agency~~ LEMSA, explaining why licensee was unable to respond to the emergency call.

E. Vehicle standards: All ambulances utilized for ~~emergency~~ ambulance service shall be adequately maintained in a safe condition such as to comply with all state and county requirements as documented by the California Highway Patrol. All vehicles shall be stocked with required supplies and equipment as defined by the LEMSA.

~~F. Dispatch time: Ambulances shall respond to emergency calls within a dispatch time of four (4) minutes or less at least~~

F. 95 percent of the time.specified by the LEMSA.

G. Local orientation: All staff to be utilized in responding to emergency ambulance calls shall, in addition to possessing current certification as an EMT-~~IA~~, EMT-II, or EMT-P, or MICN in the State of California, have adequately completed a local orientation to Mariposa

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County as documented by the ~~local EMS agency~~ LEMSA.

H. Policies: Licensee shall, at all times, follow all policies regarding emergency medical service applicable within Mariposa County.

8.52.060 Granting/denial of license.

A. The ~~local EMS agency~~ LEMSA shall, within ninety (90) days of receiving all required information of an applicant for an ambulance service license, notify the applicant in writing of ~~it's~~its decision either to grant a license, or to deny a license.

B. Cause for denial of an ambulance license shall include, but not be limited to, the following:

1. Inadequacy of the vehicles proposed to be utilized as ambulances.

2. Evidence of a permit to operate ambulance service having previously been revoked in any other jurisdiction or any significant negative action having been taken against the owner(s) or applicant(s) for the license with regard to operation of emergency ambulance service in a previous jurisdiction.

3. Documentation, upon review of references of the ambulance service or owner(s) or operator(s) thereof, that there is a significant question regarding the ability of the applicant to provide quality emergency ambulance service.

4. Evidence that the proposed place of business would cause significant traffic congestion.

5. Evidence that the proposed paint scheme on the ambulance would cause confusion with regard to identification of the ambulance sufficient to disrupt safe operation of the ambulance service or some other similar emergency service within the County.

6. Any other reason or combination of reasons which leads to the determination by the local EMS agency that the applicant does not, or will not, meet all requirements within this chapter.

Appeal of denial: If agreement cannot be reached between the applicant and the ~~local EMS agency~~ LEMSA within thirty (30) days of the initial notification of denial of a license, applicant may file an appeal with the County board of supervisors. A hearing on the request shall be scheduled before the board of supervisors within ninety (90) days from the receipt of written request for an appeal hearing. Hearing may be held before a hearing officer designated by the board of supervisors, at the direction of the board of supervisors. Decision by the board of supervisors, or their designated hearing officer, shall be final.~~appeal hearing. Hearing may be held before a hearing officer designated by the board of supervisors, at the direction of the board of supervisors. Decision by the board of supervisors, or their designated hearing officer, shall be final.~~

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8.52.070 Bond required.

To protect the interest of the citizens of Mariposa County and to maintain stability of ambulance service in the County, the owner of the licensed ambulance service shall post a performance bond, or other performance security acceptable to the ~~local EMS agency~~ LEMSA, with a value of no less than one hundred and twenty-five thousand dollars ($125,000.00). In the event that the licensee fails to adequately perform ~~it's~~its obligations under this chapter, Mariposa County will have the right to call upon the bond for damages resulting from the failure to perform.

8.52.080 Subsidy by County.

Nothing herein~~,~~ shall be deemed to require the County to pay ~~such~~ a subsidy to any holder of a license ~~of~~for ambulance service in the County.

8.52.090 Assigning emergency calls.

In the event that there are ambulance services which overlap in any geographical area of the County, a system to divide calls for emergency ambulance service among or between the ambulance services shall be devised by the ~~local EMS agency~~ LEMSA and executed by the dispatch agency. In devising this system, the health and safety of the citizens of Mariposa County shall be the primary concern~~,~~; financial equitability by distribution of calls shall be a secondary concern.

8.52.100 Temporary licenses.

FIRST READING

The County Health Officer may grant a temporary license for ambulance service to cover the period of time during which formal processing of an application for a license is taking place. To do so, the health officer must find that it is in the best interest of the citizens of the County that such a temporary license be granted, and that the ambulance service to which the temporary license is granted has reasonably demonstrated its ability to provide ambulance service at a level necessary to protect the public health and safety.

8.52.110 Revocation or suspension of license~~/fine~~.

Any licensee who violates any section of this chapter may be subject to revocation or suspension of its license to operate ambulance service.

8.52.120 Fees.

Fees may be set by the board of supervisors from time to time by resolution.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this _____ day of _____ 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

MILES MENETREY, Chairman
Mariposa County Board of Supervisors

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Mariposa County Ambulance Ordinance First Reading (2023-ORD-1185 : Amend Chapter 8.52 of an Ordinance, Ambulance

SECOND READING

MARIPOSA COUNTY ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 8.52 OF THE MARIPOSA COUNTY CODE ENTITLED "AMBULANCE SERVICE"

WHEREAS, the Board of Supervisors desire to amend Chapter 8.52 of the Mariposa County Code, and

WHEREAS, this amendment will add language to allow for a tiered response by any contracted ambulance in the County of Mariposa,

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Chapter 8.52 of the Mariposa County Code is hereby amended to read as follows:

8.52.010 Intent of the chapter.

It is the intent of this chapter to protect the public from unsafe and/or unsanitary operation of ambulance services and from disruption or the abrupt cessation of ambulance services.

8.52.020 Definitions.

A. Except as otherwise required by the context of this chapter, words and phrases shall have meanings as set forth below:

B. "Advanced Life Support" or "ALS" means an ambulance staffed by a minimum of one (1) paramedic and one (1) EMT to provide ALS services.

C. "Ambulance" means a vehicle constructed and equipped specifically for the purpose of transporting sick, injured, convalescent, infirm or otherwise incapacitated persons. Ambulance does not mean any vehicle staffed and used to provide first aid or stabilizing medical aid while awaiting the arrival of an ambulance, such as those vehicles retained to provide such stabilizing services at sporting and entertainment events.

D. "Ambulance staff" means people who have been adequately trained and certified or licensed to work on an ambulance, minimally certified as an emergency medical technician ("EMT").

E. "Basic Life Support" or "BLS" means an ambulance staffed by a minimum of two (2) EMT's to provide BL S services.

F. "Board of supervisors" means the board of supervisors of Mariposa County.

G. "Critical Care Transport" or "CCT" means the transport of a patient by ambulance between medical facilities where it has been determined by the patient's physician that such transport requires medical supervision beyond the scope of the practice of a paramedic.

H. "Dispatch agency" means the agency responsible for dispatching ambulances and ambulance services as designated by the local emergency medical services agency.

I. "Dispatch time" means the time elapsed from notification of ambulance staff of an emergency call until the ambulance is en-route to that emergency.

J. "Emergency Medical Dispatch Protocol Reference System" or "EMD" means a LEMSA approved dispatch system that includes the protocol used by an emergency medical dispatcher in an EMD provider agency to dispatch aid to medical emergencies.

K. "Emergency medical services" or "EMS" means the service performed in response to an emergency call.

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L. “License" to operate an ambulance service in Mariposa County shall mean a formal license issued pursuant to chapter 8.52 of the county code. A contract entered into by and between the county of Mariposa or the LEMSA and an ambulance provider shall also constitute a "license" pursuant to chapter 8.52 of the county code.

M. “Local EMS agency" or “LEMSA” means an EMS agency designated by the Mariposa County board of supervisors as the EMS agency for Mariposa County.

N. Mobile Intensive Care Nurse” or “MICN” means a registered nurse who is functioning pursuant to Section 2725 of the Business and Professional Code, and who has been authorized by the LEMSA Medical Director to issue instructions to prehospital emergency medical care personnel within Mariposa County according to the Prehospital Treatment Guidelines developed by the LEMSA.

O. “Quick Response Vehicle” means a vehicle staffed by a minimum of one (1) paramedic to provide ALS services.

P. “Standby" means the same thing as "backup." (Ord. 997 Sec.IV, 2003)

8.52.030 License required.

A. No person (either as owner, agent or otherwise) shall furnish, operate, conduct, maintain, or otherwise engage in or advertise, offer or profess to engage in the provision of ambulance service in Mariposa County unless that person has a currently valid license to do so issued by Mariposa County or the LEMSA and is, and remains at all times in compliance with the provisions of this chapter except as set forth in subsection "B" below.

B. Notwithstanding anything to the contrary contained herein, there shall be no license required to operate an ambulance in the following areas of Mariposa County:

1. Yosemite National Park, including areas of private inholding within Yosemite National Park.

2. The area served by State Highway 140 from the border of Yosemite National Park through and including the confluence of the Merced River and the South Fork of the Merced River.

3. All areas of Mariposa County adjacent to Highway 41 from Oakhurst to the entrance of Yosemite National Park.

4. The community contiguous to Yosemite National Park known as "Yosemite West."

C. Licenses for ambulance service in Mariposa County are non-transferable and, upon change in ownership of any licensed ambulance service, application for a new license must be made to the County.

8.52.040 Application for license.

A. Application for a license to provide ambulance service shall be made on a form and in a manner prescribed by the local EMS agency.

B. Data which shall be supplied in applying for a license to provide ambulance service shall include all the items required by the local EMS agency, including but not limited to the following:

1. Names and addresses of the applicant(s), registered owner(s), director(s) and controlling shareholder(s) of the ambulance company.

2. Documentation of the applicant's training and experience in ambulance service.

3. The name of the ambulance company under which the applicant proposes to engage in ambulance service in Mariposa County.

4. A standard financial statement for the current and previous fiscal year, prepared by a certified public accountant, as a representation of the applicant's financial viability.

5. A description of the ambulances to be utilized in the ambulance service

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in Mariposa County, including make, model, year of manufacture, vehicle identification number, current state license number, and the length of time the vehicle has been in use.

6. A description of the proposed operation of the ambulance service within Mariposa County, including number of vehicles to be supplied, location where the vehicles will be based, staffing pattern, and backup plans for provision of ambulance service in case of equipment failure or inability to provide personnel at any given time.

7. A description of the applicant's program for maintaining the vehicles.

8. A description of the number, type, and frequency of the private line of the vehicle's radios.

9. A description of the location from which ambulance service will be offered, noting the hours of operation and the number of ambulance units to be deployed on each shift.

10. A current list, amended as necessary, giving the name and certification level of all staff or reasonable proof of ability to hire the required number of adequately certified staff.

11. A description of the company's training and orientation program for ambulance staff.

12. A statement of the legal history of the applicant(s), including criminal and civil convictions, judgments or liens.

13. A description of the applicant's ability to provide ambulance service within the required areas of the County twenty-four (24) hours a day, seven (7) days a week, year-round.

14. All current and proposed service charges and the rate structure of the applicant.

15. Affirmation that the applicant possesses and maintains currently valid California Highway Patrol Inspection Reports for each vehicle listed in the application.

16. Evidence of insurance coverage which meets or exceeds that required by the California Vehicle Code and meets or exceeds coverage of one million dollars ($1,000,000) of

professional liability insurance, per occurrence, with Mariposa County named as additional insured.

17. Documentation of any experience of the applicant in the operation of ambulance service or emergency medical service, including any prior governmental sanctions imposed against the applicant(s), including but not limited to, revocation of prior permits to provide ambulance service.

18. Documentation of a business office location or proposed business office location within Mariposa County and location of the ambulances and documentation that these locations will not cause significant traffic congestion.

19. Documentation of the proposed painting scheme of the ambulances.

20. A description of the proposed method for maintaining ambulance staff clinical proficiency when assigned to low call volume areas.

8.52.050 Standards for ambulance service.

The following standards shall be maintained at all times by all holders of a license to provide ambulance service within Mariposa County. At the time of application for said license, the applicant shall provide to the LEMSA documentation of how these standards will be met and maintained.

A. Twenty-four hours a day/one year service: Ambulance service shall be provided within the required areas of Mariposa County by each holder of a license for ambulance service in the County, on a twenty-four (24) hour a day, seven (7) day a week basis for a period of time not less than one year, from the date that the license is initially granted.

B. Minimum ambulance requirements shall be one of the options below:

Attachment: Mariposa County Ambulance Ordinance Second Reading (2023-ORD-1185 : Amend Chapter 8.52 of an Ordinance, Ambulance

- Option 1: Two (2) Basic Life Support (BLS) ambulances with one (1) stationed in North County and one (1) stationed in South County. One (1) Advanced Life Support (ALS) Quick Response Vehicle (QRV) stationed in Bear Valley. Basic Life Support (BLS) ambulances dispatched to all calls and the Advanced Life Support (ALS) Quick Response Vehicle (QRV) dispatched to EMD calls triaged for Advance Life Support (ALS).

- Option 2: One (1) Basic Life Support Ambulance (BLS) stationed in South County, one (1) Advanced Life Support (ALS) ambulance stationed in North County and One (1) Advanced Life Support (ALS) Quick Response Vehicle (QRV) stationed in South County. Basic Life Support (BLS) ambulance will be dispatched to all calls in South County and to calls identified through the EMD process as Basic Life Support (BLS) in North County. Advanced Life Support (ALS) ambulance dispatched to all calls in North County and Advanced Life Support (ALS) Quick Response Vehicle (QRV) dispatched to EMD calls triaged as Advanced Life Support (ALS) in South County.

- Option 3: One (1) Basic Life Support ambulance in South County. Two (2) Advanced Life Support ambulances, one (1) in North County and one (1) in South County. Advanced Life Support (ALS) ambulances dispatched to calls as needed to meet response time requirements and Basic Life Support (BLS) ambulance dispatched to EMD calls triaged for Basic Life Support (BLS).

C. Unless directed by a treating physician for an interfacility transfer or authorized by an EMS dispatch center trained in the Emergency Medical Dispatched Protocol Reference System to respond with an ambulance staffed and equipped at the BLS or CCT level, the level of response to ambulance requests shall be by ALS ambulance.

D. Response standards: Licensee shall respond to all emergency calls assigned to licensee. If licensee is unable to respond to any given emergency call, licensee shall immediately so inform the dispatch agency and subsequently (but no later than the next working day) provide written documentation to the LEMSA, explaining why licensee was unable to respond to the emergency call.

E. Vehicle standards: All ambulances utilized for ambulance service shall be adequately maintained in a safe condition such as to comply with all state and county requirements as documented by the California Highway Patrol. All vehicles shall be stocked with required supplies and equipment as defined by the LEMSA.

F. Dispatch time: Ambulances shall respond to emergency calls within a dispatch time specified by the LEMSA.

G. Local orientation: All staff to be utilized in responding to emergency ambulance calls shall, in addition to possessing current certification as an EMT, EMT-II, or EMT-P, or MICN in the State of California, have adequately completed a local orientation to Mariposa County as documented by the LEMSA.

H. Policies: Licensee shall, at all times, follow all policies regarding emergency medical service applicable within Mariposa County.

8.52.060 Granting/denial of license.

A. The LEMSA shall, within ninety (90) days of receiving all required information of an applicant for an ambulance service license, notify the applicant in writing of its decision either to grant a license, or to deny a license.

B. Cause for denial of an ambulance license shall include, but not be limited to, the following:

1. Inadequacy of the vehicles proposed to be utilized as ambulances.
2. Evidence of a permit to operate ambulance service having previously

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been revoked in any other jurisdiction or any significant negative action having been taken against the owner(s) or applicant(s) for the license with regard to operation of emergency ambulance service in a previous jurisdiction.

3. Documentation, upon review of references of the ambulance service or owner(s) or operator(s) thereof, that there is a significant question regarding the ability of the applicant to provide quality emergency ambulance service.

4. Evidence that the proposed place of business would cause significant traffic congestion.

5. Evidence that the proposed paint scheme on the ambulance would cause confusion with regard to identification of the ambulance sufficient to disrupt safe operation of the ambulance service or some other similar emergency service within the County.

6. Any other reason or combination of reasons which leads to the determination by the local EMS agency that the applicant does not, or will not, meet all requirements within this chapter.

C. Appeal of denial: If agreement cannot be reached between the applicant and the LEMSA within thirty (30) days of the initial notification of denial of a license, applicant may file an appeal with the County board of supervisors. A hearing on the request shall be scheduled before the board of supervisors within ninety (90) days from the receipt of written request for an appeal hearing. Hearing may be held before a hearing officer designated by the board of supervisors, at the direction of the board of supervisors. The decision by the board of supervisors, or their designated hearing officer, shall be final.

8.52.070 Bond required.

To protect the interest of the citizens of Mariposa County and to maintain stability of ambulance service in the County, the owner of the licensed ambulance service shall post a performance bond, or other performance security acceptable to the LEMSA, with a value of no less than one hundred and twenty-five thousand dollars ($125,000.00). In the event that the licensee fails to adequately perform its obligations under this chapter, Mariposa County will have the right to call upon the bond for damages resulting from the failure to perform.

8.52.080 Subsidy by County.

Nothing herein shall be deemed to require the County to pay a subsidy to any holder of a license for ambulance service in the County.

8.52.090 Assigning emergency calls.

In the event that there are ambulance services which overlap in any geographical area of the County, a system to divide calls for emergency ambulance service among or between the ambulance services shall be devised by the LEMSA and executed by the dispatch agency. In devising this system, the health and safety of the citizens of Mariposa County shall be the primary concern; financial equitability by distribution of calls shall be a secondary concern.

8.52.100 Temporary licenses.

The County Health Officer may grant a temporary license for ambulance service to cover the period of time during which formal processing of an application for a license is taking place. To do so, the health officer must find that it is in the best interest of the citizens of the County that such a temporary license be granted, and that the ambulance service to which the temporary license is granted has reasonably demonstrated its ability to provide ambulance service at a level necessary to protect the public health and safety.

8.52.110 Revocation or suspension of license.

Any licensee who violates any section of this chapter may be subject to revocation or suspension of its license to operate ambulance service.

8.52.120 Fees.

Fees may be set by the board of supervisors from time to time by resolution.

Attachment: Mariposa County Ambulance Ordinance Second Reading (2023-ORD-1185 : Amend Chapter 8.52 of an Ordinance, Ambulance

SECOND READING

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this _____ day of _____ 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

MILES MENETREY, Chairman
Mariposa County Board of Supervisors

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Mariposa County Ambulance Ordinance Second Reading (2023-ORD-1185 : Amend Chapter 8.52 of an Ordinance, Ambulance

MARIPOSA COUNTY

Administration/Community Development · 966-3222

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction of Micro Enterprise Loan Application

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RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding a Micro Enterprise Loan Application for Mountain Meadow Farms in the Amount of $50,000.

Pursuant to Board direction given October 11, 2022, staff is seeking direction on how to proceed with a loan application received from Mountain Meadow Farms. The Board could choose to move forward with a loan at a particular interest rate and/or choose when and how much of the loan to forgive.

On October 11th 2022, Mariposa County Board of Supervisors discussed the administration processes of two Community Development Block Grant (CDBG) grants that were awarded to Mariposa County in the aggregated amount of $750,000. The funding for both grants is allocated for loans to local small businesses. The Board decided to consider loans on a case-by-case basis, with priority consideration for businesses impacted by the Oak Fire, to determine which of four outcomes was best suited to the application. The four options are:

A. Provide low interest loans (3-5%). Do not forgive loan amounts now, but forgiveness may be considered in the future. Loan amounts in any options will require ongoing staff management of the accounts and future direction to allocate repaid funds. This option is the least attractive to local businesses and may result in returning funds not loaned to CDBG.

B. Provide loans at far below-market rates (2%, 1%, or 0%). Do not forgive loan amounts now, but forgiveness may be considered in the future.

C. Provide loans with partial forgiveness. Forgive up to a certain amount (e.g. $35,000 as an employee equivalent or $15,000 matching the amount of the COVID relief grants) or percentage for qualified businesses. Loan amounts in excess of the forgiven amount would be subject to market or below-market interest, as directed by the Board.

D. Forgive loans upon issuance. Applicants will still need to justify requests, but loans would essentially be grants in support of individual businesses. Preference could be given to businesses impacted by the Oak Fire, if desired. This option is the most attractive to local businesses and would likely result in

Information Item

a relatively small group of businesses receiving funds on a first-come basis.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
October 11, 2022 - The Board of Supervisors discussed the options for Business Assistance and Microenterprise loans and directed staff to proceed on a case-by-case basis.

On May 19, 2020, the Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action could result in the County requesting payment for the loan, which would be allocated to a Program Income (PI) account and subject to collection by CDBG.

FINANCIAL IMPACT:
Discussion and direction only. Will not impact the General Fund Budget.

ATTACHMENTS:
Business Plan (PDF)
Mountain Meadow Farms Mariposa Bus Assistane Loan Program 4.27.2023 (PDF)

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/6/2023 9:00 AM

Mountain Meadow Farms Business Plan

Company Overview

Mountain Meadow Farms began operations in 2001 after the purchase of a five-acre unimproved parcel of land in Lushmeadows Farms, a subdivision located in Mariposa County, California. After initially operating as Foothill Farms while farming row crops on a borrowed plot, the 5-acre parcel was purchased because the magnitude of infrastructure investment needed - water and irrigation systems, fencing, soil management and inputs, etc. (It did not make sense to continue investing on a borrowed plot in a remote location that was only temporarily available.)

The initial business goals were to farm and provide fresh produce to the local community. The resulting CSA (community supported agriculture) program was one of the first home delivery services of its kind in the country. After producing row crops for a few years, operations expanded to include and specialize in poultry for both eggs and meat. For several years, most of the poultry products were sold at Farmer's Markets in Fresno and Los Gatos. After seeing the amazing food available at these markets, I was more motivated to provide fresh food to Mariposans. (This was before existing grocers were able to provide a decent selection of produce.) I had a hard time understanding why we in Mariposa were not benefitting from the plentiful amounts of fresh produce grown in the Central Valley.

At the time I was working for the National Park Service as well as farming, I experienced how much people valued and cared for Yosemite and how little many people from our community cared about the Central Valley. I grew up in Arizona and saw most of the farms and orchards disappear from the Phoenix metro area (replaced with subdivisions). I thought farms should be treated like national parks – preserved for future generations and food security. At that point, the focus of the business became food education to increase how much people value good food and farms.

To ensure good food, farming operations focused on items of superior quality that could be produced on the farm (especially poultry and heirloom tomatoes), and for the CSA, along with items grown on the farm, items of superior quality from other farms within the region were brokered. The CSA flyers in each delivery featured histories and recipes about produce items as well as information about the farms they came from. Thousands of "veggie boxes" were delivered, primarily along the Highway 140 corridor into Yosemite Valley, and for several years as far as Tuolumne Meadows. Additional income was generated from farm to table catering and field trips.

Attachment: Business Plan (14103 : Discussion and Direction of Micro Enterprise Loan Application)

Currently, the business is focused on providing specialty items locally, mostly wholesale to restaurants and a few retail stores. Brand recognition is well established, there is more demand than supply.

Business Description

Mountain Meadow Farms selects items to produce that are not otherwise available (are higher quality specific to being produced on the farm). If you could get it as good from someone else, there is not a reason for us to grow it. We grow what we can that is comparably better than what is available, as well as what we can produce when others are out (since we are a late season farm). Our products are known for being from Mountain Meadow Farms or simply as "Brenda's". The most popular products include eggs, heirloom tomatoes, sun gold cherry tomatoes, turkeys, chicken, and cucumbers. Wholesale and retail prices are set higher than average, this has no bearing on sales, customers are willing to pay for the higher quality. This especially works for restaurants that can charge more for menu items including tomatoes.

Brenda Ostrom is the farm owner and farming instructor. Five to eight people work on the farm annually, part-time, seasonally. Over the past 20+ years, the farm has employed more than 80 people total, many of these youth and transitional jobs (where workers were able to meet people in the community because of the farm and move into full-time positions). The farm has also hosted more than 80 volunteers. Learning and making community connections are integral to the farm employment experience. Over the years, the farm operation has matured: carries insurance and runs payroll.

Market Analysis

The main market segments:

Restaurants featuring menu items with local produce: Sticks, Grove House, High Country, 1850 (did not have enough supply in 2022), Charles Street (did not have enough supply in 2022), Pony Espresso (did not have enough supply in 2022).

Stores featuring local produce: High Country (could have sold more if there was more supply), Triangle Market (could have sold more if there was more supply).

Farmer's Market: did not participate in 2022 due to lack of supply

Off Farm/Direct Sales: very limited in 2022 due to lack of supply (compared to being at least half of all sales)

Attachment: Business Plan (14103 : Discussion and Direction of Micro Enterprise Loan Application)

Operating Plan

Restaurants: orders are placed through text messages; billed with each order or monthly

Stores: orders are to maintain inventory for the duration of the season once items are available; billed with each order

Farmer's Market: produce exchanged for cash, check, state food certificates or Venmo

Off Farm/Direct Sales: orders are placed online, text, email, or phone; billed online, cash, check, PayPal, or Venmo

Customer Base: There is an online customer directory for off farm/direct sales: Farmigo. This business software has been used since 2011.

Registration: State egg and produce handler's licenses are maintained.

Records: Receipts and sales records are tallied annually; taxes are filed.

Marketing and Sales

Mountain Meadow Farms is a 20-year-old established business. At this point there is more demand than product available, so marketing needs are minimal. Three years ago, additional logo and branding efforts were completed primarily for product labeling at High Country. "Brenda's" was introduced since so many customers were referring to Mountain Meadow Farm products as "Brenda's eggs", "Brenda's tomatoes", etc. At some point the website could use an update.

Future Goals

2023: Obtain funding to complete repairs and recovery from 2018 flood, 2021 winds, 2022 dog vs. chicken massacre, and 2022 Oak Fire scar winter run off and restore production back to 33% of 2017. Catering services for one private event is booked for May. Provide 5 to 8 part-time job positions.

2024: Restore production back to 66% of 2017. Resume field trip opportunities – host at least three plus community farm open house (these can be done in 2024 if repairs are completed in 2023). Provide 5 to 8 part-time job positions.

2025: Maintain production of at least 66% of 2017 levels. Continue field trip opportunities – host at least three plus community farm open house. Provide 5 to 8 part-time job positions.

Attachment: Business Plan (14103 : Discussion and Direction of Micro Enterprise Loan Application)

Mariposa County Business Assistance Loan Program

Applicant's Information	
Applicant's Name: Brenda Ostrom DBA: Mountain Meadow Farms	Business Age: 244 months (2001)
Address: 5200 Dexter View, Mariposa, CA 95338	Business Legal Structure: Sole Proprietor
County: Mariposa	Business Type: Other Vegetable and Poultry
Contact: Brenda Ostrom	Annual Business Revenue: $30,025 (2021 tax returns)
Phone: 209-628-8777 Phone (2):	NAICS: 111210
Email: mountainmeadowfarms@gmail.com	Is the Business Considered Essential: N/A
Website:	U.S. Citizen: Yes
Application Date: 11/15/2022	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of Loan Request	
$50,000	
Use of Funds	
• Purchase Machinery & Equipment	$10,000
• Purchase Inventory & Materials	$10,000
• Working Capital	$ 6,000
• Repairs from flood & winds	$24,000

Review of Submitted Documents to Support Loan Request

Valid business FBN and proof of payment of taxes, including TOT:

Provided a Fictitious Business Name (FBN) Statement, dated Sept. 5, 2019, a California Department of Food and Agriculture (CDFA) Egg Handler Permit #CA-5278 and a CDFA Produce Dealers license - #24478.Other related business documentation may be requested for review.

Credit History:

Brenda Ostrom – a Experian credit report was obtained on 12/08/2022 showed a credit score of 703. The credit report showed a past-due amount of $4,058. Trade payment status shows paid trades – 5, satisfactory trades – 5, previously delinquent/derogatory – 2, and presently delinquent/derogatory – 7. Delinquent/derogatory items are a result of medical expenses – due to a broken back and hospitalization. Mountain Meadows Farms – an Experian credit report was obtained on 12/08/2022 showed two trade accounts with $0 balances and no delinquent/derogatory items.

Explain the intended use of the loan that may be provided by Mariposa County:

Mountain Meadows Farms operations and revenue have been affected by a series of natural disasters/events and external health and safety disruption – 2017 Detwiler Fire, 2018 flood event, 2018 Ferguson Fire, 2020 COVID-19 pandemic, 2021 Mono winds, 2022 incidences with neighbor's vicious dogs, and 2022 Oak Fire. There are many facility repairs and land improvements needed to bring operations and revenues to a sustainable level. The applicant provided information and cost estimates on the intended "uses of funds". Purchase of various equipment is estimated to cost $10,000 - which includes a generator, transfer switch, BCS tiller mover attachment, poultry equipment and small tools. Repairs are estimated to cost $24,000 – which includes replacement of high tunnel end panels and film, purchase of concrete, repair fences, rental of excavator, purchase of lumber and contracted labor. Purchase of supplies/materials is estimated to cost

Attachment: Mountain Meadow Farms Mariposa Bus Assistane Loan Program 4.27.2023 (14103 : Discussion and Direction of Micro Enterprise

$10,000 – which included fence and end panels w/gate for the chicken house, chicken feed, replacement trees, tomato/vegetable starts, baby chicks, and marketing/advertising items. Working capital is estimated to be $6,000 – which includes expenses for soil testing, fuel, misc. items, and contracted labor.

What is the financial ability to pay payroll obligations and other operating expenses:

The applicant provided three years of business and personal tax returns (2019, 2020, and 2021) and in-house prepared historical profit & loss statements (2017, 2018, 2019, 2020, and 2021). Schedule F (Profit or Loss from Farming) 2019 shows gross income of $37,897 and net loss of $16,951, 2020 shows gross income of $35,209 and net loss of $51,572, and 2021 shows gross income of $30,025 and a net loss of $258,067 (section 465 (d) carryover loss of $190,555). The applicant submitted an in-house prepared Profit and Loss Statement for the year ending December 31, 2022. Total revenues was $1,500 and total expenses was $1,272 with net income of $228. The business was a total loss due to the neighbor's vicious dogs and power/water shut off during the oak Fire.

To supplement farming revenues, the applicant has an off-farm job (Schedule Cs - 2019 income of $37,785, 2020 income of $66,658, and 2021 income of $317,929). This income supports farm operations and pays for household expenses. For 2022, off-farm earnings provided funds for farm repairs and other related expenses. The applicant will continue off-farm employment going forward.

Income projections with operating assumptions for the years - 2023, 2024, and 2025 were provided. These projections show a small profit assuming no natural disasters or external disruptions. These projections include projected non-farm income of $90,000.

Job creation will be seasonal part-time labor assigned to specific duties – such as farm labor, chicken care, harvesting. The borrower will be using outside small businesses and contractors to perform construction, repairs, fencing, rockwork, and general carpentry.

SUMMARY

Strengths

- Established local small enterprise
- Good credit history (medical issues affected credit score)
- Secondary source of income – non-farm wages

Weaknesses

- Historic business income and cash flow does not support debt service
- Year-over-year income inconsistent
- Business income affected by external factors and natural disasters

If loan request approved, the following are suggested conditions (but not limited to):

- Controlled disbursements, payment made directly to vendor(s) with submitted invoice or work order
- Business insurance with County of Mariposa named as "loss payee"

By: Stanley Tom

Signature: _____ Date: April, 27, 2023

Attachment: Mountain Meadow Farms Mariposa Bus Assistane Loan Program 4.27.2023 (14103 : Discussion and Direction of Micro Enterprise

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: Status Update II: Mariposa Gateway Elements

TITLE OF PRESENTATION:

Receive a Second Presentation on the Status of the Mariposa Gateway Elements project.

Item is presented to update the Board and public regarding the project. This update follows up on the March 21st status update presentation, which focused on the engagement process, its outcomes, and next steps for the project.

BACKGROUND AND HISTORY:

The project entails at least two murals on privately owned property and other related physical gateway elements located in Caltrans right-of-way, in the Town of Mariposa. It is a direct implementation of several important community planning and design initiatives, especially the Creative Placemaking Strategy and Economic Vitality Strategy. Indeed, the project builds on both the recommendations and preliminary community design work that facilitated the Creative Placemaking Strategy's interactive, art-driven community planning process. As such, staff recommended pursuing a sole source procurement pathway to hire Atlas Lab, the contractor who led the Creative Placemaking Strategy work, to lead the planning, design, and implementation of the proposed effort.

This update primarily pertains to the status of the gateway elements, where the bulk of the design activities have been focused since March. Additional updates on the proposed murals will be presented at a later date.

Attachments include illustrative drawings of the gateway elements at 75% design completion; a resolution of support for adopted by the Creative Placemaking Strategy Advisory Committee for this project; and a fact sheet prepared by staff for this project.

Previous Board actions include:

RES-2022-459: Adopt a Resolution Authorizing the Board of Supervisors Chair to Sign the Transportation Art Agreement with Caltrans for the Mariposa Gateway

Information Item

Enhancement Project; and Authorize the Planning Director to Sign Subsequent Agreements Related to Project Implementation Activities (Subject to Approval as to Legal Form by County Counsel)

RES-2022-491: Approve an Agreement with Atlas Lab, Inc. for Gateway Murals in an Amount Not to Exceed $150,000; Authorize the Board of Supervisors Chair to Sign the Agreement; Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Receive Unanticipated Funds ($150,000)

RES-2021-487: Adopt a Resolution Approving the Creative Placemaking Strategy, Finding the Project is Exempt from CEQA; and Authorize County Departments and Agencies to Pursue Implementing Its Recommendations.

ATTACHMENTS:
Resolution of Support_Gateway Elements_DRAFT (DOCX)
230421 Project Fact Sheet (PDF)
Letter to the Board- Mariposa Gateways (PDF)
EM Bachman - H.7 (PDF)
Stephanie Evans - H.7 - May 16th agenda_Redacted (PDF)
Vasquez - H.7 (PDF)
Harrison - H.7 (DOCX)
NMCHC - H.7 (PDF)
Sweeting - H.7 (DOC)
Miller - feedback for the Board on the gateway_mural project (PDF)
GatewayMuralProject_LtrBOS_05122023 (PDF)
Amy Miller - H.7 (PDF)
Letter of support for new murals_ (DOCX)

RESULT: INFORMATION RECEIVED

RESOLUTION NO. 2023-03

A RESOLUTION OF THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE PROCLAIMING SUPPORT FOR THE PROPOSED ARTWORK FOR THE MARIPOSA GATEWAY ELEMENTS PROJECT.

WHEREAS, the Board of Supervisors passed Resolution 2021-48 adopting the Mariposa County Creative Placemaking Strategy (CPS) and authorizing county departments and agencies to pursue implementing its recommendations; and

WHEREAS, following this action, Mariposa County successfully pursued funding from Caltrans' Clean California grant program to create gateway elements and corresponding features in the Town of Mariposa that align with the vision of the CPS; and

WHEREAS, these features were conceived as catalysts for a countywide program of gateway elements and murals, in accordance with priority Projects 1 and 4 and Policy 2 in the CPS; and

WHEREAS the project would also serve as a direct implementation of Program 2 of the CPS; and

WHEREAS the County has conducted significant community engagement work, both during the development of the CPS, and at the outset of the Gateway Elements project, to solicit input on and ultimately shape the final design of the gateway features; and

WHEREAS the final design presented to the Creative Placemaking Strategy Advisory Committee effectively represents the vision and recommendations of the CPS, and reflects the overall outcomes of the project's engagement program.

NOW, THEREFORE, THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Statement of Support and Recommendation for Adoption. The Creative Placemaking Strategy Advisory Committee hereby states its support for the final design of the Mariposa Gateway Elements and recommends that the Board of Supervisors vote to approve this design.

PASSED AND ADOPTED by the Creative Placemaking Strategy Advisory Committee this 15th day of May 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

DRAFT

Attachment: Resolution of Support_Gateway Elements_DRAFT (14023 : Status Update II: Mariposa Gateway Elements)

Steve Engfer
Planning Director

5100 Bullion Street
Mariposa, CA 95338
209-966-5151
sengfer@mariposacounty.org

Mariposa Gateway Elements: Funded by a grant from the Caltrans Clean California grant program, this project implements the recommendations of the adopted Creative Placemaking Strategy (CPS) by installing public art in downtown Mariposa.

KEY TAKEAWAYS

FIRST PROJECT OF A WIDER COUNTYWIDE INITIATIVE

The CPS recommends implementing projects like this throughout Mariposa County so that each piece reflects part of the County's rich and diverse history. The intention is not for any one project to capture the County's entire story; this project is simply the first of many countywide. For example, the County is carrying out the Working Lands, Working Artists project. This project uses feedback from the stakeholder engagement process from the Agricultural and Working Lands Conservation Plan as the starting point for art that highlights agricultural heritage and landscape in West County. Also, the County is pursuing funding from Cycle 2 of the Clean California grant program to implement gateway elements in Coulterville.

EXTENSIVE STAKEHOLDER ENGAGEMENT

This project is derived from the CPS, which had its own engagement. In addition to that feedback, this project required extra, specific engagement activities. These activities were focused on further details of the design and intent. The Mariposa County Arts Council was hired to complete this engagement work, which resulted in nearly 240 individual responses to shape the final recommended designs. This number of responses is higher than feedback for similar projects and activities. More information on the engagement and feedback is attached.

ALIGNMENT WITH OTHER COUNTY PLANS

This project is based on priority recommendations from the Creative Placemaking Strategy. It is also closely connected to other county planning and visioning efforts, including the Mariposa Town Plan, Mariposa County Economic Vitality Strategy, Community Health Assessment, Mariposa County Strategic Plan, and the Mariposa Creek Parkway Master Plan.

DEDICATED EXTERNAL FUNDING

This project is funded through a grant that is set aside for this specific scope of work. In other words, the funding must be used on activities related to the project. The funding does not affect the County's general fund and cannot be redirected to support other County initiatives. If we did not apply for and accept the funding, the money would go to another California community.

Attachment: 230421 Project Fact Sheet (14023 : Status Update II: Mariposa Gateway Elements)

FREQUENTLY ASKED QUESTIONS

I thought this was an Arts Council project. Actually, this is a County project. Adopted by the Board of Supervisors, the Creative Placemaking Strategy (CPS) is formal county planning document, and implementing its recommendations are county policy. The County was the applicant and is the recipient for the grant funds that are supporting the gateway elements project. The County used those resources in part to hire a public art consultant to lead the project (Atlas Lab), who used part of their fee to hire the Arts Council to conduct the stakeholder engagement activities included in the scope of work.

Aren't there also murals associated with this project? Yes there are! However, for accounting, project management, and contractual purposes, the murals are technically a separate project from the gateway elements. Though their development is influenced by the same stakeholder engagement process as the gateway elements, the final design and production of the murals is taking place on a parallel but slightly slower timeline. As such, they will be addressed separately.

What's the connection with the Mariposa Creek Parkway? Building on the recommendations of the Mariposa Creek Parkway Master Plan, Project 4 in the CPS prioritizes creative placemaking projects that activate the Parkway by interpreting its human and ecological identity. The gateway elements focus on the Northern flicker, a native bird that roosts in the Mariposa Creek corridor and has cultural value for many Mariposans. Additionally, the landscaping at the northern gateway includes native riparian plants that are being re-established in the creek corridor through the Parkway restoration projects.

HISTORY

1/16/2018

RES-2018-26

- Established the Creative Placemaking Strategy Advisory Committee to provide guidance to the Board on creative placemaking issues, and develop a creative placemaking strategy.

11/26/2019

RES-2019-677

- Approved a professional services agreement with Atlas Lab to serve as prime consultant for the development of the Creative Placemaking Strategy, which was funded through a grant from the National Endowment for the Arts' Our Town grant program.

8/17/2021

RES-2021-487

- Approved the CPS document, and authorized staff to pursue implementing its recommendations.

6/14/2022

RES-2022-490

- Approved and signed the cooperative agreement and transportation art agreement with Caltrans.

8/23/2022

RES-2022-490

- Approved a contract with Atlas Lab to serve as prime consultant of an interdisciplinary community design team for the Gateway Elements project, including significant community engagement activities to specify aesthetic qualities identified in the adopted CPS.

Attachment: 230421 Project Fact Sheet (14023 : Status Update II: Mariposa Gateway Elements)

Mariposa County
Planning Department
Steve Engfer
Planning Director

Hannah Harrison
Community Design and
Development Planner

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org

sengfer@mariposacounty.org

hharrison@mariposacounty.org

MEMORANDUM

Date: 5/11/2023
To: Mariposa County Board of Supervisors
From: Hannah Harrison
Topic: Comments Regarding the Mariposa Gateway Elements Project

Attached to this memo are all of the letters we have received for the Board of Supervisors regarding the Mariposa Gateway Elements Project as of May 11th at 3:00pm.

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

I was recently shocked and dismayed to learn of the Art Mural project for Mariposa County which will change the look of our historic gold mining town.

Mariposa County has a long history of mining, logging, ranching, agriculture and even firefighting. What the Arts Council is proposing with their art project reflects none of this local history. The artwork looks too modern and I feel like our history is being erased. I object to moving forward with the current artwork without more public input.

I went to the Art Council site, and they said they invited input on "early design concepts" from January 18 to February 17, 2023. I am pretty involved in the community, and did not see any of the invites. How did they go from "early design concepts" on February 17, 2023 to having it be a done deal on March 28, 2023?

Apparently there were 200 replies to the outreach effort. Since finding out about the project, I have spoken with 20 people who are very active in the community including leadership positions in various organizations and none of them knew about it. They are all opposed to it as well. I am asking the Board of Supervisors to allow more time for more input from our community before they approve this project.

Thank you,

Casey Archer
Catheys Valley
Mariposa County, California

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Steve Dahlem; Dallin Kimble; Mikey Goralnik; Steve Engfer
Subject: FW: Mural Project
Date: Friday, March 31, 2023 8:33:23 AM

Please see below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

-----Original Message-----
From: avilajaclyn8@gmail.com <avilajaclyn8@gmail.com>
Sent: Thursday, March 30, 2023 10:17 PM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Mural Project

[You don't often get email from avilajaclyn8@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello,

I would like to comment on the mural project set for Mariposa. It was brought to my attention that the Art Council would like to have murals done that are more modernized. I strongly believe this would be a grave mistake. I moved to Mariposa from Modesto and one of my favorite things about Mariposa and Mariposa County is the history. Before moving here I would visit just for that reason. I believe that the murals should represent what our community is about and how Mariposa came to be. When I think of Mariposa I, along with many others, think of gold mining, ranching/agriculture, logging and butterflies. I think those would be great mural ideas. Those are what made, and still make Mariposa such a wonderful town and community.

I hope the Art Council will reconsider and will take this lovely communities history into consideration when creating their murals.

Thank you,
Jaclyn Avila

Sent from my iPhone

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

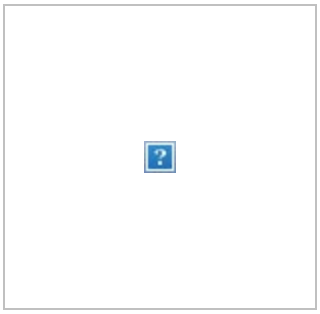
From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Steve Dahlem; Steve Engfer; Mikey Goralnik; Dallin Kimble
Subject: FW: Mural Project
Date: Thursday, March 30, 2023 12:06:05 PM
Attachments: image001.jpg

Please see below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338



From: Trevor Smith <smithcattle90@gmail.com>
Sent: Thursday, March 30, 2023 11:04 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Mural Project

> You don't often get email from smithcattle90@gmail.com. Learn why this is important

Hello,

It was brought to my attention that the Art Council is planning on changing the murals in Mariposa. I don't believe this to be a good decision because it will take away from the history of our little town. I am a fifth generation rancher in Mariposa County and believe that sticking to the reason why our lovely Mariposa came to be would be the best way to honor our historic town. I also believe that the Art Council tried to move along with this without receiving the most important input, from the Mariposa community and people who have been in this area and love this area the most. Yes, the artwork may be nice for a metropolitan area, but that is not what Mariposa is. We have a long history of mining, logging and ranching. We should stick to the things that make us who we are. That, afterall, is what makes Mariposa so special and why people come from all over to come visit

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

and see Mariposa.

Thank you,
Trevor Smith

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Steve Dahlem; Dallin Kimble; Mikey Goralnik; Steve Engfer
Subject: FW: New Murals proposals
Date: Monday, April 3, 2023 8:47:01 AM

Please see below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

-----Original Message-----
From: Mick Herman <mherman@sti.net>
Sent: Friday, March 31, 2023 5:46 PM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: New Murals proposals

[You don't often get email from mherman@sti.net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Dear Supervisors:

I saw the murals the Arts Council wanted paint in our county and am astonished at their lack of appropriateness! This neo-modern art (my term) does not accurately reflect this county at all.

Did the Council draft these murals on their own without your guidance, oversight, or feedback? I've got to conclude that the answer to this question is, "yes". Before you vote, I think you should have AT LEAST two well announced public forums, and/or workshops to see what your constituents really want. I know that I'm not the Lone Ranger out here who objects to these murals.

The first book of the General Plan makes it clear that we want the architecture and business ventures in our county to be "rural in nature", so why shouldn't these proposed murals also be, "rural in nature"?

The subject of our murals should have something having to do with art reflecting our history as: Mining (for slate/minerals/elements), timber industry and lumber flumes, the stagecoach line, John Fremont, gold mining/gold rush, butterflies, cattle and agriculture, rural history (old towns and settlements such as Hornitos et al), the outlaws and the cowboys, historic downtown, river walk, our schools and athletics, the rodeo, the county fair, FFA, our veteran's memorial, our historic courthouse, etc.

I seldom approach the Board with issues because, as you know, I am on the Planning Commission, and I'm not certain which issues that come before you may also come before us. On this issue, I don't think the P.C. Will see it.

Dear members of the Board of Supervisors, please don't release the reins of this issue to another agency. These murals are relatively permanent, and are silent reminders to our county and visitors to our county of just what we are made of and made from. I have been in contact with a number of folks who vehemently dislike these murals but will

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

not take the time to contact you. I'm pretty sure that in this case, the few represent the silent majority.

I know you'll do the right thing.

God Bless you all,

Mick Herman

Sent from my iPad

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Steve Dahlem; Dallin Kimble; Mikey Goralnik; Steve Engfer
Subject: FW: Mariposa Town Decor…for BOS
Date: Tuesday, April 4, 2023 8:46:55 AM

See below

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

-----Original Message-----
From: Katee <kateeowens4sup@gmail.com>
Sent: Monday, April 3, 2023 6:33 PM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Mariposa Town Decor…for BOS

[You don't often get email from kateeowens4sup@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

I have some concerns about the Arts Council's plan to decorate Mariposa town.

First issue…not attractive. This is not a pretty mural to take the focus off of miles of ugly freeway noise-reducing walls. This is not adding a touch of color to a drab main street. This is not adding a focal point to a town that has none. This project is, as my Mom used to say, Gilding the Lily. This means over-decorating, gaudy, unnecessary adornment. Our town itself has beautiful architecture, stunning rockwork, and lots of personality. Adding more decoration does nothing to enhance, it will only detract. Too much is visual noise. Our town needs no more decorating.

Second, the Mi-Wuks were here before the settlers and certainly deserve note, BUT they did not establish the actual town. Putting murals up all around and thru town focusing solely on the tribe and ignoring the people who built the Mariposa we enjoy today is disingenuous. Our town has a rich history but this feels like more anti-white propaganda that is being pushed these days. This project could be more appealing if it just gave credit where credit is due.

Third, we have some amazing local artists who do stunning work. If we are painting murals and other artistic creations why are we shunning them and pulling from outside sources? I have repeatedly been offended when our County prefers to use outside people for projects when there are plenty of local, highly-talented individuals. This just seems like another of these instances.

Since this is not just the Arts Council's town, but all of ours, please consider these points and resist Gilding the Lily.

Sent from my iPad

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

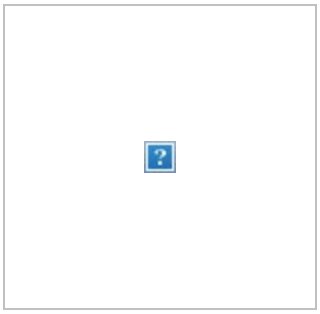
From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Steve Dahlem; Dallin Kimble; Mikey Goralnik; Steve Engfer
Subject: FW: Support for Gateway/Mural Project
Date: Monday, April 17, 2023 11:18:34 AM
Attachments: image001.jpg

Please see the below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338



From: jackie baxton <jackelalope@gmail.com>
Sent: Monday, April 17, 2023 10:53 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Support for Gateway/Mural Project

> You don't often get email from jackelalope@gmail.com. Learn why this is important

Can you please forward to County Supervisors
Thank you
Jackie baxton

Dear Mariposa County Supervisors,

My name is Jackie Baxton and I am a rancher and artist living in District 3. I'm writing to share my support for the County's Clean California Gateway and Mural project in town. This is an exciting project for the following reasons:

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

This project supports the: landscape restoration work (lead by the Southern Sierra Miwuk); educational programming; and future development occurring along the Mariposa Creek Parkways. This thoughtful approach to public art makes this a solid creative placemaking endeavor. As an artist, I deeply appreciate the County's commitment to creating opportunities for artists to contribute in meaningful ways to integrated infrastructure projects addressing community needs. This is a strong precedent for our county and, once completed, paves the way for other projects that explore different subject matter and support other County projects.

Caltrans Clean CA project is a very special funding opportunity that is making it possible for counties across the state to bring world class artists into their communities to create public artwork. This sort of project is a rising tide not only for our general community but for the artists in our community. I am currently working with the Arts Council, the Planning Department and Sierra Foothills Conservancy on several public art pieces that will be installed throughout Mariposa County and it will serve me well to be listed alongside Atlas Lab and Ink Dwell Studio in our County's creative placemaking portfolio. Additionally, having these artists in Mariposa during the installation process will provide networking and collaborative opportunities for regional working artists like myself.

I have read the recent Letters to the Editor that are in opposition to this project and, in addition to being filled with incorrect information about the project, they seem to be missing the point altogether. The starting point for this project is not the history of Mariposa, but rather an exploration of Mariposa natural ecology and the connection between people and the landscape. It is my understanding that the County intends to do similar projects throughout the County, exploring many different aspects and cultural histories of our region. In fact, myself and three other local artists are part of another County/Arts Council project happening right now, *Working Lands, Working Artists*, that explores this historic and contemporary importance of agricultural/ranching in Mariposa. Given that the Southern Sierra Miwuk were the first people of this region and that Mariposa Creek has been a place of special significance to the Miwuk for thousands

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

10. of years before white settlers arrived (**and continues to be a place of significance**), it seems appropriate to start this larger county effort with this particular project. Especially since the Miwuk are currently leading the landscape restoration/wildfire
11. mitigation efforts along the Creek Parkway and the mural and gateway features highlight the plants (and hopefully animals) being reintroduced to the creek in order to create a riparian corridor that serves an effective firebreak for the town of Mariposa.
12.

4.
5.
6. Furthermore, with respect to the Southern Sierra Miwuk, there are two current murals in Mariposa that inaccurately represent the
7. Tribe, the mural in the Board of Supervisors Chambers and the current mural on the Pizza Factory. In contrast to the gateway and mural project, these two existing pieces did not consult with the Tribe to determine how best to depict them in the pieces. As
8. is best practice for any artist who might be representing a particular community or group of people, Ink Dwell and Atlas Lab have worked closely with the Southern Sierra Miwuk from the start of this process and everything that will be depicted in the pieces
9. has been guided and approved by Tribal input.
10.

I hope you will not be discouraged or influenced by a handful of naysayers who have publicly demonstrated that they don't understand the project and have an alarmingly narrow understanding of Mariposa's history. This project is exciting and it will pave the way for more exciting projects in the future.

Sincerely,

Jackie Baxton (District 3)

Sent from my iPhone

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

April 20, 2023

Dear Mariposa County Supervisors:

My name is Alex Vance, and I have been a resident of Mariposa County since 2001. I moved into District 4 in downtown Mariposa, right next to the Mariposa Creek Parkway, in 2016. I am writing to share my excitement about the County's Clean California Gateway and Mural project in town, which I have been tracking closely since it began over a year ago. This project has my enthusiastic support for a number of reasons.

As a District 4 resident of downtown Mariposa who lives right on Mariposa Creek, I have closely followed the development of the County adopted Creative Placemaking Strategy, and participated in the extensive stakeholder engagement that occurred to ensure it reflected the desires of the community of Mariposa. The priorities identified through that stakeholder engagement process are consistent with and grounded in the development of these public art and mural projects, which are designed to explore Mariposa natural ecology and the connection between people and the landscape, not the history of Mariposa. Given this, it seems appropriate that these murals and art projects focus on the Southern Sierra Miwuk, who were the first people of this region, and were stewards of this land and water since time immemorial, thousands of years before white settlers arrived. Mariposa Creek has always been a place of special significance to the Miwuk, and even now, they are leading the landscape restoration and wildfire mitigation efforts along the Creek Parkway. The mural and gateway features highlight the plants being reintroduced to the creek in order to create a riparian corridor that serves an effective firebreak for the town of Mariposa, and also serves as important habitat for the animals included in the mural and gateway elements.

I have read numerous letters to the editor in the Mariposa Gazette protesting that the focus of these murals and public art projects in District 4 are seeking to erase Mariposa's mining history. In response, I suggest that Mariposa's mining history is widely and substantially captured, including two museums whose primary focus is this subject. I would counter that the history of the Southern Sierra Miwuk Nation is a vastly under-represented story in Mariposa. Mining, so often sanitized and celebrated all over California, had a brutal and lasting legacy for Native Americans, including the Southern Sierra Miwuk people still here in Mariposa. By celebrating the Southern Sierra Miwuk in such a visible and joyful way, we can, in some small way, open the door to healing and demonstrate how important a part of community the Southern Sierra Miwuk Nation is in Mariposa. These murals and art projects are not erasing anything; rather they are weaving in additional threads that fill a significant gap in the tapestry of the history of Mariposa in District 4.

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

I understand that a small but vocal group has claimed that they did not have adequate opportunities to provide their input on this project. As you know, robust outreach and public engagement was completed around this proposal. I heard about these events through multiple outreach channels, and joined several of the events at which information was shared and feedback solicited, and I know that substantive statements regarding this project were collected at these events. The board should respect the time and care that was taken by both those gathering as well the many who provided that feedback by weighting it appropriately against the few loud voices who have neither demonstrated an understanding of this project, nor engaged in the ample stakeholder engagement that informed it. All of the community members I know, many of whom live in District 4, are very excited about the subject matter and the initial designs for this project, and I know that they shared that information through the stakeholder engagement process. Most importantly, the designers of the proposed murals and gateway features worked in close partnership with the Southern Sierra Miwuk in their development, and they have the Tribe's approval on the final proposed designs.

I applaud the vision of the County and its partners in the thoughtful and well-vetted development of this project, and I hope that the Board will continue to support and encourage these beautiful and meaningful additions to District 4, which will not only set the tone for us as a world-class tourist destination, but also elevate and uplift our community as a whole.

Sincerely,

Alex Vance (District 4)
5007 7th Street
Mariposa, CA 95338

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

4/19/23

Dear Mariposa County Supervisors,

My name is Lydia Lower and I am a community member living in District 1 and I am writing in support of the Clean CA Gateway and Mural project.

This is an exciting project that I thoroughly enjoyed learning about by attending an Arts Council community engagement event as well as exploring the project details outlined on their website. There was a substantial effort made to ensure that community voice was heard on this project through public input being taken in a variety of ways and at a variety of locations. This project is aligned with the Creative Placemaking Strategy (which is adopted County policy) which was informed by extensive stakeholder engagement.

Caltrans' Clean CA project is a very special opportunity to bring world class art to communities across California. The starting point for this project is not the history of Mariposa, but rather an exploration of Mariposa natural ecology and the connection between people and the landscape. It is my understanding that the County intends to do similar projects throughout the County, exploring many different aspects and cultural histories of our region.This project is not meant to tell the whole story of Mariposa's history, rather the Planning Department and the Arts Council are working to develop and fund projects across the county that work together to tell a broad and nuanced story about Mariposa (past, present, and future) because we benefit as a community when we recognize the great abundance of stories/narratives that make up our history, present and future.

This project is exciting and it will pave the way for more exciting projects in the future and I strongly support the Clean California Gateway and Mural project.

Sincerely,

Lydia Lower (District 1)
vibrant.education.lydia@gmail.com

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

April 21, 2023

Dear Board of Supervisors,

I am writing to express my full support for the proposed community mural project in District 4. This project aligns with the Creative Placemaking Strategy, which was adopted as County policy and informed by extensive stakeholder engagement. The feedback from the community revealed that almost 80% of stakeholders wanted to see public art exploring natural environment and conservation, which is the subject matter of this project. Additionally, the project addresses social and cultural dynamics, history, and the future of Mariposa, which are also important themes for the community.

This project is not meant to tell the whole story of Mariposa's history but is part of a broader effort to develop and fund projects that tell a nuanced and comprehensive story about Mariposa's past, present, and future. This project is additive and supports the Mariposa Creek Parkway, a District 4 priority project, particularly the landscape restoration effort. The Southern Sierra Miwuk Nation is a strong partner in this effort, particularly in the landscape restoration and community wildfire mitigation strategy that the Creek Parkway entails. The plants and animals represented in the murals and gateways are those being reintroduced to the Creek Parkway through the restoration process, providing a beautiful and educational representation of the natural environment and conservation of our community.

The funding for this project is from Caltrans' CleanCA project, which is a rare and unique opportunity to bring world-class art to communities across California. This funding will allow local artists to collaborate with well-known artists, providing incredible networking opportunities that could lead to future collaborations.

The stakeholder engagement process for this project was extensive and robust, with over 240 substantive statements collected during the public feedback portion. The feedback represents clean, consistent data that should be given proper weight by the Board of Supervisors.

In conclusion, I urge the Board of Supervisors to support this important community mural project. It aligns with County policy, reflects the desires of the community, supports a District 4 priority project, and provides a unique opportunity to bring world-class art to our community.

Thank you for your attention to this matter.

Sincerely,

Alison Tudor

District 4 Resident

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

Dear Board of Supervisors,

I am writing to express my enthusiastic support for the gateway/mural project proposed for our community of Mariposa. As a resident of Mariposa, I am proud of our town's rich history, which includes mining, gold rush heritage, and agriculture. However, I believe that it is crucial to also acknowledge and celebrate the histories that were erased during the gold rush, particularly the voices of the tribal communities that have long been part of this region.

The proposed mural project exemplifies the artistic and cultural richness of tribal communities that have a significant presence in Mariposa's history. This mural project provides a platform for these communities to share their stories, heritage, and contributions to our community. It is time to give voice to those whose histories were often overlooked or silenced during the gold rush era, and this mural project is an excellent opportunity to achieve that.

Furthermore, I appreciate that the mural project is a low-stakes way to ensure that these voices are heard. It is not a political action but rather a form of beautiful art that can serve as a reminder of our diverse community's history and contributions. The gateway/mural project will add cultural value and enhance the artistic aesthetic of our town, while also promoting inclusivity and representation.

I would also like to commend the efforts made to involve the community in the project. I was pleased to learn that the mural project was advertised to the community for input with plenty of notice and availability. I personally had the opportunity to stumble upon one of the community outreach stakeholder events while out for coffee one weekend, and it was heartening to witness the inclusive and collaborative approach taken in developing the mural project.

In conclusion, I strongly support the gateway/mural project and urge the Board of Supervisors to approve and facilitate its implementation. This project not only celebrates the artistic and cultural heritage of tribal communities but also fosters inclusivity, representation, and community engagement. I believe that this mural will be a valuable addition to our town and a meaningful step towards giving voice to those whose histories have been previously silenced.

Thank you for considering my support for the gateway/mural project in Mariposa. I look forward to witnessing this beautiful artwork come to life and the positive impact it will have on our community.

Sincerely,

Kate Hall

From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Steve Dahlem; Dallin Kimble; Steve Engfer; Mikey Goralnik; Hannah Harrison
Subject: FW: Letter of support
Date: Tuesday, May 9, 2023 12:51:59 PM

Please see below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

From: Kelley Marty <kelmar42@hotmail.com>
Sent: Tuesday, May 9, 2023 12:18 PM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Letter of support

You don't often get email from kelmar42@hotmail.com. Learn why this is important

Hi Danielle-

Can you please distribute this letter of support to the Board of Supervisors? Thanks so much!

Dear Supervisors,

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

I am writing to express my support for the Caltrans's gateway and mural project proposed for District 4. This is an exciting project and a unique opportunity to invite world class artists to Mariposa to develop quality public art that celebrates our landscape and community. I applaud how the project is directly connected to the restoration of Mariposa Creek and the Mariposa Creek Parkway's continued development. I am also thrilled to see the Southern Sierra Miwuk Nation represented in this project. I am aware of the significance of Mariposa Creek to the Tribe and the important role the Tribe is playing in the restoration of this riparian corridor. I think this project is thoughtfully designed, resonates, beautiful and timeless. Kudos to the County for securing the funding for this project and all those who are working to bring it to fruition. I'm excited to see this project move forward!

Sincerely,

Kelley Marty, District 3 Resident

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Dallin Kimble; Steve Dahlem; Mikey Goralnik; Hannah Harrison; Steve Engfer
Subject: FW: Letter of Support
Date: Tuesday, May 9, 2023 12:52:37 PM

Please see below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

From: Tyson Wellcome <tyson@ALLIANCE4YOU.ORG>
Sent: Tuesday, May 9, 2023 12:23 PM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Letter of Support

Hi Danielle! Do you mind ensuring that this letter of support gets to the entire board? Thank you!!

Dear Board of Supervisors,

I'm writing to express my excitement about the Caltrans mural and gateway features in District 4. Thank you for working hard to secure this funding and thank you for attaching such stellar artists to the project. I love and truly appreciate the design concepts and how they connect to the Mariposa Creek restoration project and the work being done on the Mariposa Creek Parkway. I am particularly pleased to see the Southern Sierra Miwuk so thoughtfully and intentionally represented in these pieces. For 20+ years I have worked with local tribal youth and am painfully aware of the generational trauma they suffer. This project will have an incredibly healing and profoundly positive impact on these young people as it will communicate to them that they belong, the County of Mariposa values and honors their community, who are the first people of this region. Thank you to the County staff and leadership who put this project together - I can't

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

wait for it all to be installed.

Sincerely,

Tyson Wellcome, District 3 resident

(He/Him/His)
Program Director for
Ethos Youth Center & Pathos Screen Printing

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Steve Dahlem; Dallin Kimble; Steve Engfer; Mikey Goralnik; Hannah Harrison
Subject: FW: CalTrans Gateway and Mural Project
Date: Tuesday, May 9, 2023 12:53:21 PM

Please see below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

From: Sue Overstreet <soverstreet1@tds.net>
Sent: Tuesday, May 9, 2023 6:21 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: CalTrans Gateway and Mural Project

You don't often get email from soverstreet1@tds.net. Learn why this is important

To: Mariposa County Board of Supervisors
From: Sue Overstreet, Community Member

Re: CalTrans Gateway and Mural Project

I am writing in support of this important project which is being considered for approval in the near future. The following expresses my opinions of the project:

- This project is a very special opportunity to bring artwork created by world class artists to our community. This will be a benefit for local businesses and local artists who will enjoy networking and collaborative opportunities with the artists attached to

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

this project. Additionally, the artists the County selected for this project have worked closely with the Southern Sierra Miwuk Nation and the plants, animals and practices featured in the artwork are cultural important to the Southern Sierra Miwuk Nation, the local ecology, and are beautiful and iconic to this region and the designs reflect the desires of our Tribal community, particularly our Tribal Elders.

- This project is not meant to be representative of the whole of Mariposa, but rather to explore in detail the natural ecology of Mariposa Creek and the relationship Southern Sierra Miwuk have with this landscape. It is also meant to be timeless, not historic.
- This project offers an opportunity to represent and uplift the Southern Sierra Miwuk who are the first people of Mariposa County, who have and continue to stewarded the region's land and water, and who are a vital, vibrant contemporary Tribal community and play a critical role in the large Mariposa community.

Much information has been communicated by a few residents which is incorrect and hurtful. This is unfortunate. Please consider the above as a counter balance to the misinformation.

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Dallin Kimble; Steve Dahlem; Steve Engfer; Mikey Goralnik; Hannah Harrison
Subject: FW: My support for the Caltrans mural and gateway features project
Date: Tuesday, May 9, 2023 4:09:32 PM

Please see below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

-----Original Message-----
From: June McCrory <earthtojuniper@gmail.com>
Sent: Tuesday, May 9, 2023 3:13 PM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: My support for the Caltrans mural and gateway features project

[You don't often get email from earthtojuniper@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hi Danielle,
Could you kindly forward this to all the supervisors?
Many thanks,
June from Sticks

Dear Mariposa County Supervisors,

I am writing to share my support for the Caltrans mural and gateway features project scheduled to be installed in the town of Mariposa. As an artist, musician, mother and active community member I find this project exciting and inspiring. I especially appreciate the intelligent connection to the restoration of Mariposa Creek and the development of the Mariposa Creek Parkway.

And I find this first of many proposed projects' nod to the Southern Sierra Miwuk Nation beautiful, especially since Mariposa Creek is a place of deep significance for the Tribe and they are currently playing a critical role in the restoration process.

I am also thrilled that this project has carefully selected high caliber, thoughtful artists. What an incredible opportunity for Mariposa and what an asset for our community.

Bravo to all those who developed this project and have pushed it forward. This project is quite special and I am very excited for it to be completed.

Sincerely,

June McCrory, Resident of District 4

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

June McCrory
Certified Grief Recovery Method Specialist
5078 Bullion Street
Mariposa, Ca 95338
(415)246-4389

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

Dear Mariposa County Board of Supervisors,

I am writing to express my full support for the County's Gateway and Mural Project, which is part of Caltrans Clean California initiative. The project is an incredible opportunity to bring artwork created by world-class artists to our community, benefitting local businesses and artists who will have networking and collaborative opportunities with the artists involved.

I find it especially impressive that the murals and gateway project in Mariposa directly relates to the ongoing landscape restoration efforts along Mariposa Creek as part of the County's wildfire mitigation project. This initiative provides a unique opportunity to showcase and honor the Southern Sierra Miwuk, who were the original inhabitants and caretakers of Mariposa County. It is inspiring to see the County partnering with the local tribal community to restore and protect the ecosystem against fire, and I am proud to be a resident of a county that is at the forefront of this effort.

I understand that a few residents have expressed their disagreement with the representation of the Miwuk in the mural, citing that the tribe did not build the town of Mariposa. However, I believe that their opposition stems from a few misunderstandings about the mural's intent and its role in depicting the history of Mariposa County.

To begin with, it's important to note that the mural is not the only artwork in Mariposa, so it doesn't have to represent everything about the county. Instead, this project is a thorough examination of the natural ecology of Mariposa Creek. Its purpose is to be timeless, not historical, and to honor the connection between the Southern Sierra Miwuk and the landscape. In my opinion, this broader approach adds depth and interest to Mariposa. While the gold rush history is fascinating and significant, it tends to dominate the art and culture scene in the Sierra foothill towns. Let's aim to be more diverse and intriguing than that.

Furthermore, it is important to recognize that the gold rush is not the beginning point of Mariposa history, and the mural is not meant to be representative of the whole of Mariposa. Rather, different stories will be told in different places, according to each community’s preferences and desires. The hope is that this is the first of many art installations, and that everyone will eventually see something that speaks to them. A broad and inclusive representation of all peoples, cultures, industries, and landscapes is a benefit to Mariposa, whereas a narrow understanding of these things limits us.

This project is in direct alignment with the multiple adopted County plans and policies, promoting the County's economic, ecological, social, and cultural vitality. By engaging artists and embedding artistic practice into the community experience, the County supports a culture of creativity that contributes to livability in Mariposa County.

In conclusion, I would like to urge you to continue to support the Mariposa County Gateway and Mural Project. It is a unique and valuable project that will bring joy and pride to our community, while also promoting the County's economic and cultural vitality. Thank you for your time and consideration.

Sincerely,

Carolin Frank, Catheys Valley

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

Rose Fluharty, MScN
Clinical Nutrition & Food as Medicine

May 11th, 2023

To: Mariposa County Board of Supervisors
5100 Bullion Street
Mariposa, California 95338

From: Rose Fluharty, District 3 Resident
P.O. Box 1398
Mariposa, California 95338

Re: Clean CA Gateway and Murals

To the Mariposa County Board of Supervisors:

Thank you for your continued focus to improve our County, through policy change and listening to your constituents. I am writing today to specifically applaud your recent accomplishment in securing a grant for the Clean CA Gateway and Murals project. When our Governor opened this funding stream in late 2021, I had high hopes for Mariposa County being a recipient.

My expectations have been far exceeded by the process through which you all have chosen a contractor for this project, while closely following the adopted recommendations from the years of work done by the Creative Placemaking Strategy committee. This is a great example, in my opinion, of representing the experts in our community. Thank you, again.

In addition, the stakeholder engagement process steered by the Mariposa County Arts Council fostered an inclusive approach that allowed for hundreds of community members like myself to provide our feedback in person, and online. As a person with a Community Health Education background, I was delighted to see this respectful approach to the introduction of this project. The time spent by the Mariposa County Arts Council in listening to our tribal members from the Southern Sierra Miwuk Nation provided a new level of investment that I would encourage future projects to follow as an example.

In the near future I look forward to seeing more diverse and place-based education in our community such as the Clean CA Gateway features, and murals.

Sincerely,

Rose Fluharty, MScN
Clinical Nutritionist
rosefluhartynutrition@gmail.com

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

May 10, 2023

Dear Board of Supervisors,

I am a resident of District 3 and a public health educator and I am writing to share my support for the Caltran Clean CA mural and gateway features proposed in District 4. I am deeply appreciative of how this public art project is directly connected to the Mariposa Creek Parkway, specifically the landscape restoration project at work on the Creek Parkway and the increased pedestrian/active transportation assets the further development of the Creek Parkway promises, both of which will support significant positive public health outcomes for our community. I think it is quite clever of the County to use designs that highlight the native plants being reintroduced to the Mariposa Creek through the restoration process in these public art pieces as a means to direct pedestrian traffic to the Creek Parkway and to educate people about the animals who make this riparian corridor their home. In this moment of deep polarization, this project celebrates our region's natural landscapes which is something we all share and appreciate and honors the Southern Sierra Miwuk who historically and presently protect and steward our most precious natural resources.

Thank you,

Kelly Harrison, District 3 Resident

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Steve Dahlem; Steve Engfer; Dallin Kimble; Hannah Harrison; Mikey Goralnik
Subject: FW: Proposed mural and installation projects
Date: Thursday, May 11, 2023 12:28:19 PM

Please see the below comments.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

From: kevin spach <kevinspach@gmail.com>
Sent: Thursday, May 11, 2023 10:15 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Proposed mural and installation projects

You don't often get email from kevinspach@gmail.com. Learn why this is important

Hello Danielle,

This message is regarding the proposed Arts Council mural/installation project. Please distribute it to the County Board of Supervisors.

My name is Kevin Spach and I have lived in Mariposa County for over ten years and the last five in Mariposa/Midpines as well as spending part of my childhood as a county resident. I feel the murals and installations proposed by the Arts Council will be a great addition to the visual makeup of our town. The subject matter celebrates the natural beauty of the plants and animals of our amazing ecosystem along with the cultural significance they hold for the indigenous culture we are lucky to enjoy this place alongside. The artistry involved seems top-notch based on the concept designs and other projects created by the muralist. I strongly support the project and I hope you will give it the go-ahead. It has the approval of most of our community and the

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

few who oppose it are misguided in their understanding of its meaning. It does not take away from mining or pioneer history to create a piece of art celebrating another aspect of our community. If we need a mural celebrating the courthouse, we can create another one. It does not hold water to say that replacing a faded representation of a still-standing building somehow erases history. There are many visual reminders of pioneer pride throughout Mariposa and the overarching theme is that of a mining, cowboy town. This feel will remain intact with the addition of the new art pieces and the diversification of content will only enrich the existing visual framework. Please support the proposed mural and installation project!

Thank you for your consideration

Kevin Spach

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

Letha Kay Goger
3908 Ben Hur Road, Mariposa, CA 95338
Supervisor District 3

Mariposa County Supervisors
c/o Danielle Bondshu
Clerk of the Board

SUBJECT: Caltrans Clean CA / Mariposa County Planning Department Gateway Project

Dear Mariposa County Supervisors:

The historical, social and economic value of a community is strengthened when its residents and visitors understand and appreciate the rich value of its cultural and natural heritage. The county has undertaken several notable projects over the past few years that work toward building such understanding and appreciation; especially notable is the landscape scale work underway on the Mariposa Creek Parkway that will restore the creek's natural habitat and ecology and that recognizes the importance of the creek and its unique flora and fauna to the Southern Sierra Miwuk and to the health and well-being of our community.

The Caltrans Clean CA project is well designed to enhance and extend upon the work already underway. I want to thank the supervisors for applying for the Caltrans Clean CA grant and congratulate you for being awarded these funds. I'm excited about the high caliber artists that are a part of this project and I believe the resulting artifacts in our community will capture our community's natural and cultural history, beautifully complementing the strong representation across Mariposa of our rich Gold Rush and mining history. In combination, I believe both residents and visitors will gain an even greater sense of the unique natural and cultural history of Mariposa, resulting in an even stronger sense of place and greater economic and social health in our communities.

There have been several misguided and inaccurate public comments that have circulated about the project. As such, I wanted to let you know that I greatly appreciate your leadership in this area and that I thank you for continuing to take steps to build our community's vitality, and our economic and social well-being.

Very sincerely,

Letha K. Goger

Letha K. Goger

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

May 11, 2023

Mariposa County Board of Supervisors
c/o Danielle Bondshu
Clerk of the Board
Mariposa County Board of Supervisors

RE: Letter of Support - Caltrans Clean California Gateway and Mural Project

Dear Board of Supervisors,

Please accept this letter in support of the Mariposa County's Caltrans Clean California Gateway and Mural Project. One of the joys of being a 40-year resident in District 3, has been the effort County leadership has provided in cultivating community enrichment opportunities throughout the County. Mariposa is truly blessed that a community as small as ours has excelled in promoting our rich cultural and natural resources. I see the County's leadership in securing the Caltrans Clean California project as part of that legacy. I am especially excited to see the focus of the rich heritage of our Southern Sierra Miwuk peoples and their connection to our rich natural history.

I am in full support of this project and the process the County has untaken to elicit the community's input and hope each Supervisor will heartily support this project.

Sincerely,

Dave Goger

Attachment: Letter to the Board- Mariposa Gateways (14023 : Status Update II: Mariposa Gateway Elements)

May 11, 2023

Mariposa County Board of Supervisors

Greetings,

I am writing to express my support for the Mariposa Creek Parkway project more broadly and for the mural and gateway parts of that project in particular. As a resident of District Five, I believe that it is incumbent upon the residents of this county not only to restore the landscape along the creek with fire-adaptive native plants but also to express community support for the Southern Sierra Miwok Nation as they continue to fight for federal recognition. I can think of few things more emblematic of such support than the proposed gateway features and murals, which foreground subject matter that reflects the desires of the Southern Sierra Miwuk Elders while also providing vivid evocations of the landscape restoration happening along Mariposa Creek as part of our county's wildfire mitigation projects.

The Mariposa Creek Parkway project permits us to meet present ecological demands by looking to the past and coming together to prepare for an uncertain future. The Southern Sierra Miwok Nation are an essential part of that story (past-present-future), and the murals and gateway features of the Mariposa Creek Parkway project should indeed reflect that.

Sincerely,



Dr. Erik M. Bachman

Attachment: EM Bachman - H.7 (14023 : Status Update II: Mariposa Gateway Elements)

From: Stephanie Evans
To: Danielle Bondshu
Subject: Support for the Gate Way and Mural Project
Date: Thursday, May 11, 2023 8:52:08 PM

You don't often get email from [redacted]. Learn why this is important

Danielle Bondshu,

Please share the following letter with all of the members of the Board of Supervisors.

Thank you,
Stephanie Evans
Catheys Valley
District 3

Board of Supervisors,

I am writing in support of the Gate Way and Mural Project.

As an educator in Mariposa County and a supporter of the arts as a means to beautify and educate, this project will aid in teaching young and old about the various flora, fauna and the role that the Southern Sierra Miwuk Nation have played in Mariposa County. Also, this project is a very special opportunity to bring artwork created by world class artists to our community.

Additionally, this project is not meant to be representative of the whole of Mariposa, but instead explores in detail the natural ecology of Mariposa Creek and the relationship Southern Sierra Miwuk have with this landscape.

This is an exciting project and I hope that the Board of Supervisors will support the work that has already been done to complete the project. Furthermore, it is my hope that this project be the beginning of many more collaborative and creative endeavors in Mariposa County which represents the various flora, fauna, and cultural diversity of Mariposa County.

Thank you for your attention.

Sincerely,

Stephanie Evans
Catheys Valley, District 3

Attachment: Stephanie Evans - H.7 - May 16th agenda_Redacted (14023 : Status Update II: Mariposa Gateway Elements)

May 12, 2023 **H.7**

Dear Mariposa County Clerk,

Please distribute this letter to the Mariposa County Board of Supervisors. My new district supervisor is Danette Torso as I've recently relocated into District 3. I've grown up in Mariposa and moved back home permanently five years ago.

Mariposa is a small but strong rural community with people who offer support in times of need. There is a long history or our community growing and healing through the changes of time and progress.

The history that has been taught and promoted here has glorified the environmentally destructive and genocidal history of the gold mining era. A time that decimated my Miwuk family and has repercussions to this day. This history, the history not spoken about consciously doesn't reveal the trauma that really occurred. The current mural on the wall of the Pizza Factory depicts Miwuk people as a statue back in time. Our community is growing and diversifying but our Miwuk people will remain. We wish to see positive reflections of ourselves, our animal relations, and the natural environment. Our environment is what helped us survive and the reason why so many people feel Mariposa is special.

Please support the installations of these positive images in our town to continue our progress in making Mariposa a more welcoming place to all.

Sincerely,

Irene Vasquez

Southern Sierra Miwuk tribal member.

Attachment: Vasquez - H.7 (14023 : Status Update II: Mariposa Gateway Elements)

Dear Mariposa County Board of Supervisors,

I own a business in town (District 4) and I am writing to share my excitement over the proposed Caltrans gateway features and mural projects in town. I am acutely aware of how dependent our town is on tourism and how much we need folks to stop and spend money in Mariposa instead of just passing through on their way to Yosemite. I am also keenly aware of how quality public art is a powerful incentive for people to stop and spend time in a place like Mariposa. As I understand it, the subject matter being explored in the gateway and mural projects are contextually specific to Mariposa Creek and the Mariposa Creek Parkway project. I applaud the County for the intention and thought that has gone into the design process for the gateway and mural projects and how they connect to and support this major county priority project (the Mariposa Creek Parkway). I am certain this thoughtful and site-specific approach to public art/county infrastructure will be deeply appreciated by both residents and visitors alike.

Finally, thank you for using this opportunity to highlight our native plants and animals and the Southern Sierra Miwuk Nation, who have stewarded this land for thousands of years and are currently leading the landscape restoration of Mariposa Creek. I'm so happy to see the connection between our natural ecology and cultural history celebrated in this way.

Sincerely,

Zach Harrison, District 3 Resident

Attachment: Harrison - H.7 (14023 : Status Update II: Mariposa Gateway Elements)



Northern Mariposa County History Center

10301 Hwy 49
Coulterville, CA 95311
(209) 878-3015

nmchc1@gmail.com
www.coultervillehistorycenter.org

Regarding the Mariposa County Gateway Projects and Murals

The board of the Northern Mariposa County History Center would like to thank the County of Mariposa for pursuing grants that bring murals and sculptures to our town; these will beautify the roadway and create interest in stopping near our museum. We look forward to the stakeholder engagement sessions where the town can weigh in on the subject matter. Coulterville businesses and our History Center could greatly benefit from an infusion of memorable features to attract tourists year after year.

Willow Polson
Dawn Huston
Lynn Breshears
Erica Wolfsen
Andrew Hoyt
Jo Motta-Owen
Dyanne Loyola
Danielle Whitaker

Attachment: NMCHC - H.7 (14023 : Status Update II: Mariposa Gateway Elements)

5/10/2023

Mariposa Board of Supervisors,

My name is Shane Sweeting, and I am writing today to show my enormous support and deep hope for the Mariposa County Mural and Gateway Project to continue as planned.

How exciting it is to be a part of this statewide public art initiative! What an undeniably well-earned compliment to be offered the chance to foster and participate in such a unique form of regional expression! I honestly can't wait for my sons to watch as these murals and welcome signs take root and flower into creative conversation, artistic inspiration, and communal pride of place. (*Place* being the keyword.) This glorious place that people come from all over the world to see for its preserved natural beauty, for its native plants and animals, for its timeless monoliths and watersheds. How does it seem so shocking to a small but seemingly very upset few that this acknowledgment of place would naturally also acknowledge its native people as well? Not as *the ONLY people*, mind you, but simply as *A people*.

The fact that these public art pieces will indeed be woven into this land as a structurally beautiful representation of Mariposa's Sierra Southern Miwuk Nation makes me all the prouder.

I worry that the few members of this sweet little community who feel threatened with erasure by this project ultimately fear being treated the same way their objections propose to treat the tribe itself. Are we to pretend that the Southern Sierra Miwuk are not here? That they are not our friends and neighbors? Our librarians and favorite guitar players at Music on the Green? Do the ones objecting to the Mariposa County Mural and Gateway Project not live in a town where each street sign on the main drag is a gold pan and where the most popular restaurant is named for a "year of establishment" that lies long after the time the first Miwuk people called this home?

A steak house with a slice of pie listed at the bottom of the menu does not magically or maliciously become a bakery, and to this small group of folks who seem so nervous about sharing (not even the spotlight, but simply the stage) I say:

E pluribus unum

E pluribus unum

E pluribus unum

Or

Out of Many, One

Surely the concerned parties will understand how one of our Nation's most beloved mottos applies here. Surely this good board, stitched together and unified from of a collection of distinct districts, will too.

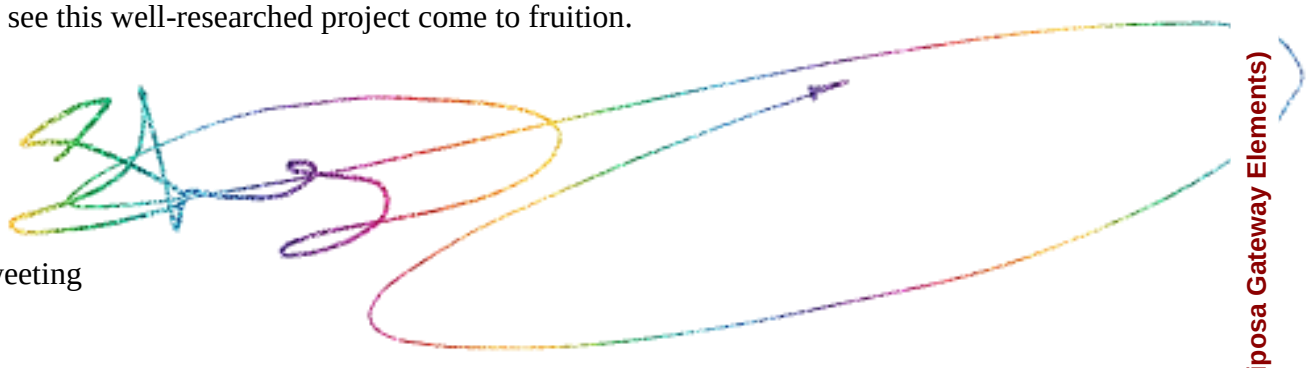
Attachment: Sweeting - H.7 (14023 : Status Update II: Mariposa Gateway Elements)

We are one Mariposa.

One Mariposa with so many stories to share. Let's rejoice in that! After all, it's what community and art are all about, lest we should all become incredibly bored for lack of variety in texture and light and perspective.

Thank you to the Board for considering this letter along with so many others in support of this thrilling opportunity. I feel both honored and humbled to have moved back to my hometown just in time to see this well-researched project come to fruition.

Cheers,



Shane Sweeting
District 5

Attachment: Sweeting - H.7 (14023 : Status Update II: Mariposa Gateway Elements)



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

Get Adobe Reader Now!

Attachment: Miller - feedback for the Board on the

May 12, 2023

Board of Supervisors
Mariposa County
Mariposa, CA 95338

Dear Board:

I am writing in support of the Gateway Mural Project. It is such an exciting opportunity to have absolutely stunning public artwork in our community. I have seen public art increase community wellbeing and bring money to local economies. Just this year while in Chicago, I saw locals and tourists alike lining up to grab images of them interacting with a gorgeous, winged art piece. People were laughing, having a good time, as they interpreted the piece creatively for their photographs. While in Borrego Springs, also this year, I spoke with many people who came there just to interact with the large desert sculptures, bringing family, friends and much needed spending to that rural community. I am so grateful that we have such a creative thinking Planning Department and nonprofits, all of whom are partnering to build something beautiful and reflective of our community. Additionally, they made enormous efforts to reach out to a large number and diversity of residents in Mariposa County to get their opinions and thoughts. Overall, it has been widely applauded and appreciated.

There are numerous local pioneer and 49er images and themes as well as abundant places named after immigrants who came here in the last maybe 200 years, many with deadly consequences to the Miwuk people, like Fremont and Savage. Flicker feathers, acorn granaries, clapper sticks and Native design are a gorgeous part of our life here in Mariposa County and important elements to the Southern Sierra Miwuk Nation, who have stewarded the lands we all live on for tens of thousands of years. Southern Sierra Miwuk design is simply exceptional in its beauty as are the many native plants and animals that will be featured in this public art installation.

Given this is the first of, hopefully, many installations celebrating the richness of our community and location, it is fitting that the inaugural piece centers the First People of this land. Miwuk lifeways and their continuing survival in their homelands, despite tremendous odds against them, is worthy of celebration, especially since their stewardship has given so much to all of us.

Vote to approve this project. It is a healthy representation, beautiful, broad community effort and means cash in the pockets of local business. It is a triple win. Rarely do we get such a return on investment.

Sincerely,

Heather Bernikoff, Resident
Hornitos, CA

Attachment: GatewayMuralProject_LtrBOS_05122023 (14023 : Status Update II: Mariposa Gateway Elements)

From: Amy Miller
To: Danielle Bondshu
Subject: Caltrans Mural Art Project- support
Date: Monday, May 15, 2023 9:57:49 AM

You don't often get email from a[redacted].com. Learn why this is important

Hello,
I am a resident and landowner in District 4 in Mariposa County and am writing to express my support for the mural arts project that will reflect the native culture, animals and plants of our community. I participated in the public outreach that was conducted and shared my thoughts and ideas on the artwork with the organizers. I think the project will reflect well on Mariposa to both visitors and the resident community here and help provide a sense of place that is rooted in nature and deep history. There is enough already with the glorification of the gold rush moment in time around here, it's about time for an acknowledgment and representation of the larger context that existed before that turning point. Having multiple representations of the different communities and histories of our area shows the diversity and complexity of what it means to be Mariposa - long before 1850!
Thank you,
Amy Miller

Attachment: Amy Miller - H.7 (14023 : Status Update II: Mariposa Gateway Elements)

H.7

From: Maria DePrano <
Sent: Monday, May 15, 2023 10:50 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Support for Town of Mariposa Gateway and Mural Project

May 15, 2023

Dear Mariposa County Supervisors,

I am writing to communicate my strong support for the Caltrans gateway features and mural projects proposed for the town of Mariposa.

I am particularly pleased to see the Southern Sierra Miwuk Nation honored with these artworks on the beautiful land that they have stewarded for millennia and that we now enjoy with them.

I am also happy to see the natural ecology of the Sierras featured in these art works, especially in association with the restoration of Mariposa Creek.

The town of Mariposa is already a beautiful town, nestled in a lovely valley. These artworks will increase the town of Mariposa's loveliness.

Congratulations to the County for securing this funding and developing such a well-designed, thoughtful, and visually stunning project!

Sincerely,

Maria DePrano
District 3 resident

Attachment: Letter of support for new murals_ (14023 : Status Update II: Mariposa Gateway Elements)